

ENDEAVOUR FOUNDATION UNION COLLECTIVE AGREEMENT 2009

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1. PART 1 – APPLICATION AND OPERATION

1.1. Title and Content

1.1.1 This Agreement is known as the Endeavour Foundation Union Collective Agreement 2009.

1.1.2 This Agreement has been put in place in order to support Endeavour's vision and goals in relation to the wellbeing of its employees, service users and the growth of the organisation.

This Agreement supports the commitment of Endeavour and its employees to:

- a. Achieve the organisation's vision, key result areas and objectives;
- b. Comply with the Disability Services Standards (State and Federal) and other legislative requirements;
- c. Provide a safe and healthy working environment;
- d. Encourage and foster effective communication processes and productive workplace relationships; and
- e. Facilitate realistic balances between organisational requirements and employee responsibilities.
- f. Foster a fair and collaborative approach to financial sustainability
- g. Provide employment security and improved wages and conditions for employees

1.2. Date of Operation and Renewal

1.2.1 This Agreement shall operate from seven (7) days after the date of approval by the Workplace Authority and will continue in force until 31 March 2011.

1.2.2 The terms and conditions contained in this Agreement, other than wage rates or other conditions which have a specified date of commencement, will have effect from the first pay period to commence on or after the date of the successful ballot.

1.3. Collective Agreement Coverage

1.3.1 This Endeavour Foundation Union Collective Agreement 2009 operates to employees employed by Endeavour under the following grades:

- a. Grade One
- b. Grade Two
- c. Grade Three
- d. Grade Four

1.4. Area of Operation

1.4.1 Divisions

- a. Northern Division
That portion of the State along or north of a line commencing at the junction of the sea-coast with the 21st parallel of south latitude; from that latitude due west to 147 degrees of east longitude; from that longitude due south to 22 degrees 30 minutes of south latitude; from that latitude due west to the western border of the State.

- b. Mackay Division
That portion of the state within the following boundaries: Commencing at the junction of the sea-coast with the 21st parallel of south latitude; from that latitude due west to 147 degrees of east longitude; from that longitude due south to 22 degrees of south latitude; from that latitude due east to the sea-coast; from the sea-coast northerly to the point of commencement.
- c. Southern Division
That portion of the State not included in the Northern or Mackay Division.

1.4.2 Districts

- a. Northern Division
Eastern District – that portion of the Northern Divisions along or east of 144 degrees 30 minutes of east longitude.

Western District – the remainder of the Northern Division.
- b. Southern Division
Eastern District – that portion of the Southern Division along or east of a line commencing at the junction of the southern border of the State with 150 degrees of east longitude; from that longitude due north to 25 degrees of south latitude; from that latitude due west to 147 degrees of east longitude; from that longitude; due north to the boundary of the Mackay Division.

Western District – the remainder of the Southern Division.

1.5. No Claims

- 1.5.1 This Agreement recognises that Endeavour and the employees have reached full and final settlement in relation to the log of claims served on Endeavour by the employees and their representatives.
- 1.5.2 The parties to this Agreement will not make any extra claims for wages or improvements in conditions of employment throughout the life of this agreement, subject to Clause 1.5.3
- 1.5.3 The parties acknowledge that it is imperative that Endeavour Foundation wages and conditions remain competitive within the market. Should there be increases in funding for wage increases as a result of pay equity or work value changes to the Social and Community Services (Queensland) Award or the Queensland Community Services and Crisis Assistance Award – State or the Disability Support Workers Award - State, Endeavour Foundation will apply the full amount of funding to the wage rates contained within this agreement. The new wage rates will be implemented by a formal variation to the wage schedule in the agreement in accordance with Clause 10.2. Any increases in wage rates are subject to the Queensland Government providing supplementary funding to cover the increases and such funding will be applied as per the terms specified by the State Government.

1.6. Parties Bound

1.6.1 This Union Collective Agreement is made pursuant to section 328 of the Workplace Relations Act 1996 and is legally binding on Endeavour and employees as prescribed by clause 0 and the following unions:

- a. Australian Municipal, Administrative, Clerical and Services Union (ASU)
- b. Australian Workers' Union of Employees, Queensland
- c. Textile, Clothing and Footwear Union of Australia, Queensland Branch

1.6.2 Supported Employees are not covered by this Collective Agreement.

1.7. Definitions

- a. "Act" means the *Workplace Relations Act 1996* (Commonwealth) and from 1 July 2009 shall mean the Fair Work Act 2009.
- b. "Agreement" shall mean a settlement reached between Endeavour and the employee.
- c. "Commission" means the Australian Industrial Relations Commission and from 1 July 2009 the Fair Work Australia.
- d. "Community/disability industry" shall mean an organisation directly involved in the provision of support to people with a disability.
- e. "Continuous Shift Worker" means an employee who is rostered to work over a 24 hour period, 7 days per week over 52 weeks per year and who rotates between day, afternoon and night shifts, and who regularly works weekends and public holidays

No employee who is engaged as a shift worker at the time the agreement is made will have their status changed as a result of the introduction of the new definition for continuous shift worker.

- f. "Day" means, when referred to in this Agreement, a period of 24 hours from commencement time on any particular day.
- g. "Eligible Community Service Activity" means a voluntary emergency management activity that is involved in dealing with an emergency or natural disaster and the employee engages in the activity on a voluntary basis, is a member of, or has a member-like association with, a recognised emergency management body.
- h. "Endeavour" shall mean the Endeavour Foundation.
- i. "Employee" means a person employed by Endeavour.
- j. "Endeavour Industries" means an employment service which specialises in employment of people with intellectual disability and/or disability.
- k. "Immediate Family Member" includes a spouse (including a former spouse, a de facto spouse and a former de facto spouse, spouse of the same sex) of the employee, a child or an adult child (including an adopted child, a foster child, an ex-

foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.]

- l. "Non-Vocational Service" shall mean Non vocational day services are services other than those that provide employment, supported accommodation or respite to people with disability and currently include Learning & Lifestyle, Latch-On®, PSS and Community Access services."
- m. "Ordinary rate" means the base rate of pay payable for which an employee would work as part of their normal hours of work excluding any penalties, allowances and overtime.
- n. "Ordinary hours" means the ordinary hours worked e.g. 38 hours a week by an employee or a 76 hours fortnight.
- o. "Service User" means a person with a disability receiving support by Endeavour.
- p. "Shift Worker" means work regularly rotated in accordance with a roster which prescribes 2 or more shifts (day, afternoon or night) per day, but does not cover a 24 hour per day operation over 7 day week.

No employee who is engaged as a shift worker at the time the agreement is made will have their status changed as a result of the introduction of the new definition or shift worker.
- q. "Sleepover" means a shift for a period of 8hrs or up to10hrs by mutual agreement where an employee is required to sleepover at a dwelling and may be required to attend to any requirements or support service user during the night.
- r. "Support Worker" means an employee who provides support and assistance to clients of Endeavour.

2. PART 2 —THE EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

2.1. Employee Consultative Committee

2.1.1 In order to facilitate the commitment outlined in clause 1.1.2 and to facilitate the implementation of this Agreement and ongoing workforce reforms, effective communications and consultation are important. A State Consultative Group (SCG) will be established and will comprise of an employee and employer representative from the regions and head office. The group will meet at least quarterly, and further meetings may be scheduled on an as needs basis, by request of the SCG. For representatives outside the head office, they will participate by telephone hook up.

2.1.2 It is agreed that the parties will finalise the Terms of Reference within three (3) months of the agreement being lodged with the Workplace Authority.

2.2. One Engagement

2.2.1 All employees will have one employment contract to work across all Endeavour Foundation services.

2.2.2 Employees may be engaged to work additional duties/hours. Where the employee is performing the same duties at the same grade any additional duties/hours worked will be paid at the employee's rate of pay.

2.2.3 Where the employee is engaged to perform different duties to those outlined in the employment contract, they will be paid at the appropriate rate of pay for those duties.

2.2.4 The aggregate hours will not exceed 76 ordinary hours of work per fortnight. Any hours worked in excess shall be paid in line with the overtime clause.

2.3. Incidental and Peripheral Tasks

2.3.1 Endeavour may direct an employee to carry out such duties as are within the limits of the employee's skills, competence and training, provided that such duties will not, lead to de-skilling.

2.3.2 Endeavour may direct an employee to carry out duties and use such equipment and tools as may be required, provided that the employee has been properly trained and deemed competent in the use of such equipment and tools.

2.3.3 The assignment of incidental or peripheral tasks to an employee or a class of employees will:

- a. be subject to the employee having skills or competence to perform the initial tasks;
- b. be consistent with Endeavour's responsibilities to provide a safe and healthy working environment;
- c. be as far as practical consistent with the employees usual main tasks and functions

2.4. Probationary Period

- 2.4.1 An employee, other than a casual, upon commencement may be engaged for a probationary period of up to three (3) months.
- 2.4.2 The employee will be advised of the period of probation prior to their commencement of employment.
- 2.4.3 The employer mid-way through the probationary period shall complete a probationary review, where feedback on the work performance of the probationary employee will be given. Where areas of unsatisfactory work performance are identified, the probationary employee will be made aware of these, the standard that is required of the probationary employee, and the dates by which satisfactory performance is required to be achieved by the probationary employee. The Employer will provide training and support to assist the employee to meet the required work standard.
- 2.4.4 A probationary employee is entitled to one week's notice in writing should their employment be terminated during the probationary period or one week's pay can be withheld if the employee does not give notice to Endeavour.
- 2.4.5 Any probationary period will only apply to new employees engaged by Endeavour Foundation; existing employees who are promoted, redeployed or transferred to a new position will not be subject to a probationary period.

3. PART 3 - EMPLOYMENT CATEGORIES

3.1. Full Time Employment

3.1.1 Full time employees will be engaged on a weekly basis of 38 ordinary hours or a fortnightly basis of 76 ordinary hours.

3.1.2 All employees, other than support workers and Endeavour Industries employees shall work no more than 8 ordinary hours per day or up to 10 ordinary hours by agreement.

Support workers can work up to 12 ordinary hours per day.

Endeavour can increase the ordinary hours up to 12 per day for Endeavour Industries employees after consulting with the employees directly affected and their representatives to allow Endeavour to cater for new business opportunities.

3.2. Part Time Employment

3.2.1 Part time employees, other than support workers and Endeavour Industries employees shall work no more than 8 ordinary hours per day or up to 10 ordinary hours by agreement.

Support workers and Endeavour Industries employees can work up to 12 ordinary hours per day.

Endeavour can increase the ordinary hours up to 12 per day for Endeavour Industries employees after consulting with the employees directly affected and their representatives to allow Endeavour to cater for new business opportunities.

3.2.2 A part-time employee will be engaged to work a minimum daily engagement of two hours.

3.2.3 Due to work requirements, the hours of work for a part time employee may vary temporarily by agreement, upward to a maximum of 76 ordinary hours per fortnight. Any hours in excess of 76 hours per fortnight will be paid at the applicable overtime rates.

3.2.4 Part time employees will be paid at an hourly rate in accordance with the wage rates prescribed by the Endeavour Wage Schedule. In addition, such employees will be entitled to a pro rata payment of allowances where appropriate.

3.2.5 Part time employees will be entitled to annual leave, personal/carer's leave, and long service leave, on a pro rata basis calculated on the employee's ordinary hours of work.

3.2.6 A part time bus driver or retail employee can work split periods which will not be deemed to be a separate engagement; e.g. a part time employee can work one hour in the morning and one hour in the afternoon which will be deemed to satisfy a two hour daily engagement.

3.3. Casual Employment

3.3.1 Casual employees are engaged to meet any shortfall in service delivery needs.

3.3.2 Subject to clause 3.3.6, casual employees, other than support workers and Endeavour Industries employees, shall work no more than 8 ordinary hours per day or up to 10 ordinary hours by mutual agreement. Support workers can work up to 12 ordinary hours per day.

Endeavour can increase the ordinary hours up to 12 per day for Endeavour Industries employees after consulting with the employees directly affected and their representatives to allow Endeavour to cater for new business opportunities.

- 3.3.3 Casual Employees are paid by the hour for a minimum daily engagement of no less than two hours per engagement. Any hours worked by a casual employee in excess of 76 hours per fortnight will be paid at the applicable agreement overtime rates.
- 3.3.4 Casual employees will be paid at an hourly rate equal to 125% (effective from the 1st pay period to commence after the date of ballot) of the appropriate ordinary hourly rate for the relevant classification, as prescribed in the relevant appendix. Casual employees will be entitled to pro rata payment of any applicable allowances under this Agreement.
- 3.3.5 The casual loading will not be compounded by penalties contained in this Agreement. Penalties will be calculated on the base rate of pay, excluding the casual loading, with the casual loading component then added to the penalty rate of pay.
- 3.3.6 The employment of casual employees may be terminated by either Endeavour or employee at any time without notice, by either party giving two hours notice.
- 3.3.7 By agreement a casual employee can work split periods which will not be deemed to be a separate engagement; e.g. a casual employee can work one hour in the morning and one hour in the afternoon which will be deemed to satisfy a two hour engagement.

3.4. Fixed Term Employment

- 3.4.1 Employees may be engaged on fixed term contracts or specific project contracts.
- 3.4.2 A fixed term contract operates for a specific period of time, as agreed in writing between the parties prior to engagement. At the end of the specified period, the contract and the employment of the individual comes to an end.
- 3.4.3 A specific project contract operates for the duration of a specified work task, or range of tasks, as agreed between the parties prior to the Agreement. Once the task(s) is completed, the contract and the employment of the individual come to an end.

3.5. Termination of Employment

3.5.1 Termination by Endeavour

- a. Endeavour will provide full time and part time employees with the following notice in writing in the event of termination of their employment:

| Period of Continuous Service | Period of Notice |
|---|-------------------------|
| Not more than 1 year | 1 week |
| More than 1 year but not more than 3 years | 2 weeks |
| More than 3 years but not more than 5 years | 3 weeks |
| More than 5 years | 4 weeks |

- b. In addition to the notice in clause 3.5.1a, employees 45 years old or over and who have completed at least two years' continuous service with Endeavour will be entitled to an additional week's notice.
- c. Payment in lieu of notice will be made if the appropriate notice is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- d. In calculating any payment in lieu of notice, the minimum compensation payable to an employee will be at least the total of the amounts Endeavour would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:
 - i. the ordinary working hours to be worked by the employee; and
 - ii. the amounts payable to the employee for the hours including for example all-purpose allowances, loadings and penalties; and
 - iii. any other amounts payable under the employee's employment contract.
- e. The period of notice in this clause will not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

3.5.2 Notice of termination by employee

The notice of termination required to be given by an employee will be the same as that required of Endeavour, except that there will be no additional notice based on the age of the employee concerned. If an employee fails to give notice, Endeavour will have the right to withhold monies due to the employee with a maximum amount equal to the amount the employee would have received under clause 3.5.1.

3.5.3 Failure to work through notice period

If Endeavour directs the employee to work through all or part of the notice period and the employee fails to do so, the employee will not be paid for the period of notice not worked excluding any period of authorised leave.

3.5.4 Time off during notice period

During the period of notice of termination given by Endeavour, an employee will be allowed reasonable time off without loss of pay for the purpose of applying for jobs, attending interviews and meeting with Centrelink. This time off will be taken at times that are mutually agreed as convenient to the employee and to Endeavour.

3.5.5 Abandonment of employment

- a. An employee who has been absent for a period of five working days without Endeavour's consent and who does not, during such time, establish to Endeavour's satisfaction a reasonable cause for the absence, will be deemed to have abandoned his/her employment.

- b. During the period in 3.5.5a above, Endeavour will contact the employee in writing, care of their last known address to advise them that abandonment of employment is at risk of occurring.

An employee whose employment is terminated by virtue of abandonment will not receive notice, or payment in lieu, in accordance with Clause 3.5.1.

3.5.6 Statement of service

Endeavour will, in the event of termination of employment, provide upon request to the employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

3.6. Introduction of Changes

3.6.1 Endeavour's duty to notify

- a. Where Endeavour decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, Endeavour will notify the employees who may be affected and their nominated representative who may be affected by the proposed changes
- b. "Significant effects" includes termination of employment, major changes in the composition, operation or size of Endeavour's workforce or in the skills required to carry out position duties; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or location and the restructuring of jobs and services.
- c. Provided that, where the Agreement makes provision for alteration of any of the matters referred to herein an alteration will be deemed not to have significant effect.

3.6.2 Endeavour's duty to consult over change

Endeavour will consult with the employees affected and their nominated representative/s, inter alia, the introduction of major changes referred to, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse affects of such changes on employees.

The consultation will commence as early as practicable after the decision has been made by Endeavour to make any proposed workplace changes referred to in clause 3.6.1.

For the purpose of such consultation, Endeavour will provide in writing to the employees concerned and their nominated representative, all relevant information the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees. Where a proposed change seeks to make any position or employee redundant, the written documentation must include the number and categories of employees likely to be made redundant and the proposed time period of enacting the redundancies.

Provided that Endeavour will not be required to disclose confidential information, the disclosure of which would be inimical to Endeavour's interest.

3.7. Redundancy

3.7.1 Consultation before redundancy

- a. Where Endeavour decides that they no longer wish the job the employee has been doing to be done by anyone (and this is not due to the ordinary and customary turnover of labour) and that decision may lead to termination of employment, Endeavour will consult the employee directly affected and where relevant, their nominated representative.
- b. The consultation will take place as soon as practicable after Endeavour has made a decision which will invoke the provisions of clause 3.7.1. The consultation will cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse affects on the employees concerned.
- c. For the purpose of the consultation Endeavour will, as soon as practicable, provide notice in writing to the employees concerned and, where nominated, their representative, provided that Endeavour will not be required to disclose confidential information, the disclosure of which would be adverse to Endeavour's interests.

3.7.2 Transfer to lower paid duties

- a. Where an employee is transferred to lower paid duties for reasons set out clause 3.7.1, upon transfer the employee will be entitled to their existing wage rate for a period equivalent to the notice which they would have received if the employee's employment had been terminated.
- b. Endeavour may, at its election, make payment in lieu thereof of an amount equal to the difference between the former amounts Endeavour would have been liable to pay and the new lower amount Endeavour is liable to pay the employee for the number of weeks of notice still owing.
- c. The amounts must be worked out on the basis of:
 - the ordinary working hours to be worked by the employee;
 - the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
 - any other amounts payable under the employee's employment contract

3.7.3 Transmission of business

- a. Where a business is, whether before or after the date of insertion of clause 3.7.1(a) in the Agreement transmitted from Endeavour (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:

- i. the continuity of the employment of the employee will be deemed not to have been broken by reason of such transmission; and
 - ii. the period of employment which the employee has had with the transmittor or any prior transmittor will be deemed to be service of the employee with the transmittor.
- b. In clause 3.7.3, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

3.7.4 Notice to Centrelink

Where a decision has been made to terminate employees in these circumstances, Endeavour will notify Centrelink as soon as possible, giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

3.7.5 Severance pay

- a. In addition to the period of notice prescribed for ordinary termination in clause 3.5.1, and subject to further order of the Commission, an employee whose employment is terminated for reasons of redundancies set out in clause 3.7.1 will be entitled to the following amounts of severance pay (to be paid by way of one lump sum payment):

| Period of Continuous Service | Severance Pay (weeks' pay) |
|---|-----------------------------------|
| Less than 1 year | Nil |
| 1 year but not more than 2 years | 4 |
| More than 2 years but not more than 3 years | 6 |
| More than 3 years but not more than 4 years | 7 |
| More than 4 years but not more than 5 years | 8 |
| More than 5 years but not more than 6 years | 10 |
| More than 6 years but not more than 7 years | 11 |
| More than 7 years but not more than 8 years | 13 |
| More than 8 years but not more than 9 years | 14 |
| More than 9 years | 16 |

- b. "Weeks' Pay" means the ordinary time rate of pay for the employee concerned, provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

3.7.6 Employee leaving during notice

An employee whose employment is terminated for reasons set out in clause 3.7.1a, may terminate such employment during the period of notice, and, if so, will be entitled to the same benefits and payments under this clause had such employee remained with Endeavour until the expiry of such notice, provided that in such circumstances the employee will not be entitled to payment in lieu of notice.

3.7.7 Alternative employment

Endeavour may make application to the Commission to have the general severance pay prescription amended if Endeavour obtains alternative employment for an employee on substantially the same terms as the employees previous terms of employment.

3.7.8 Employees with less than one year's service

Clause 3.7.4 will not apply to employees with less than one year's continuous service and the general obligation on Endeavour will be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

3.7.9 Employees exempted

Clause 3.7.1 will not apply:

- a. where employment is terminated as a consequence of misconduct on the part of the employee; or
- b. to employees engaged for a specific period or task(s); or
- c. to casual employees.

4. PART 4 - GRIEVANCE AND DISPUTE RESOLUTION

4.1. Grievance and Dispute Settlement Procedure

4.1.1 The objectives of this procedure are to:

- a. promote the prompt resolution of grievances and disputes by consultation, co-operation and discussion;
- b. reduce the amount of disputation.

4.1.2 The matters to be dealt with in this procedure will include all grievances or disputes between Endeavour and an employee in respect of any employment matter and all other matters which the parties agree to be processed under this clause. The procedure will apply to a single employee or to any number of employees.

4.1.3 The stages are as follows:

a. Stage 1

In the event of an employee having a grievance or dispute, the employee will in the first instance attempt to resolve the matter with the immediate supervisor (or where the grievance is with the immediate supervisor, then the next appropriate level of management), who will respond to such request, if reasonably practicable under the circumstances, within 24 hours. The employee may elect to be represented by their union/nominated representative.

b. Stage 2

If the grievance or dispute is not resolved in Stage 1, the employee or the employee's union/nominated representative may refer the matter to the next higher level of management for discussion. This discussion should, if possible, take place within 24 hours after the request by the employee or the employee's union/nominated representative.

c. Stage 3

If the grievance or dispute is still unresolved after Stage 2 discussions, the matter will be referred, in writing, by the aggrieved party or their union/nominated representative to the nominated manager for further discussion.

d. Stage 4

If the grievance or dispute commences at Stage 3 or is still unresolved after Stage 3 discussions, the matter will be referred to the General Manager for decision based on all relevant information. The General Manager will meet with the aggrieved party and their union/nominated representative in an attempt to resolve the matter. Following the meeting the General Manager will advise of their decision regarding the grievance to the employee and their union/ nominated representative in writing.

If, after discussions between the parties under Stage 4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement, then either party or their representative may refer the matter to the Australian Industrial Relations Commission (AIRC) for conciliation and arbitration. If arbitration is necessary, the AIRC may exercise their

procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make arbitration effective.

Where there is a need for conciliation or arbitration, either party may be represented. Nothing prevents either party seeking the assistance of Fair Work Australia at any stage of the Grievance and Dispute Settlement procedure.

- 4.1.4 The procedure is to be completed in 21 days in accordance with the following time-frames, unless the parties agree otherwise:
- a. Stage 1 – Discussion will not extend beyond three working days;
 - b. Stage 2 – Discussion will not extend beyond four working days;
 - c. Stages 3 and 4 - Discussions will not extend beyond 14 working days in total.
- 4.1.5 Any Order of the AIRC (subject to the parties' right of appeal under the Act) will be final and binding on the parties to the dispute.
- 4.1.6 The status quo will remain prior to the grievance or dispute being raised and will continue while the above procedure is being followed. Endeavour can only alter the status quo arrangement in critical circumstances such as when the Department advises Endeavour that a certain employee cannot provide support for a client or where there is an immediate risk to health and safety. In such circumstances Endeavour will alter the status quo only until such time as the critical circumstance is resolved.
- An example is where the Department advises Endeavour that a certain employee cannot provide support for a client and in such case Endeavour will alter the status quo by removing the person until the matter can be resolved.
- 4.1.7 While the above procedure is being followed, normal work will continue except in an instance of a genuine safety issue.
- 4.1.8 Discussions at any stage of the procedure will not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered by unlawful industrial action, the parties may seek injunctive relief.

5. PART 5 — WORKFORCE MOBILITY

5.1. General Provisions

5.1.1 Endeavour will have the right to move an employee from one facility to another, as a result of:

- i. Formal allegations of abuse; or
- ii. Valid and reasonable request by the client/family/guardian/advocate; or
- iii. Request by the employee and where a consenting employee can be found also transferred; or
- iv. Direction from the Government Department; or
- v. Workplace health and safety requirements.

5.1.2 The employer will discuss the movement with the employee prior to such move.

5.1.3 Where the employee has commenced prior to 1 November 2006, any move, other than matters referred to in clause 5.1.1, is based on mutual agreement. Where an agreement cannot be reached either party may refer the matter to clause 4.1 (Grievance and Dispute Settlement Procedure).

5.1.4 Where the employee has commenced after 1 November 2006, they shall be directed to meet service delivery needs within the area as part of their principal engagement.

5.2 Mobility

5.2.1 Employees on commencement will be employed to a particular area as outlined in their contract.

5.2.2 It is expected, subject to operational requirements, there is a need for employees to work across Endeavour services and consequently locations. This will occur to meet the needs of an emergent requirement; unplanned absence; short-term absences or any other form of service delivery irregularity requiring employees to relieve.

5.2.3 Where employees are disadvantaged with operational requirements, appropriate reimbursement of costs will be provided to employees. This reimbursement will consist of mileage allowance where the employee is required to travel in excess of 50 kms round trip to and from their usual place of residence or work.

5.3 Permanent Transfers

5.3.1 A permanent transfer exists when an employee has been permanently relocated from one department to another and/or geographic location to another. The new region becomes the employee's principal place of engagement.

5.3.2 All permanent transfers must be by agreement in writing between the employee and Endeavour. Where agreement cannot be reached, the terms of the Grievance and Dispute Settlement Grievance contained within this agreement shall apply. Prior to any employee being transferred consultation will take place between Endeavour and employee and where relevant their representative.

5.3.2 Where a permanent transfer results in the relocation of their own residence such transfer will be with the employee's agreement and transfer entitlements will be negotiated prior to the transfer occurring.

5.4 Job Sharing

5.4.1 Proposals for job sharing of selected roles within Endeavour will be considered.

5.4.2 Employees wishing to job share will submit a formal request, in writing, to the relevant Senior Manager. The formal request must contain a proposal for how the particular job share will work, including details of the division of working time, and the name and resume of the person(s) with whom the sharing is proposed to be done.

5.4.3 Job sharing will only be approved if the person(s) is/are satisfactory to Endeavour, of equal or greater skills or abilities than the original staff member, and the continuity of support for service users is not affected.

6. PART 6 — HOURS OF WORK, BREAKS, OVERTIME, WEEKEND WORK

6.1 Ordinary Hours

6.1.1 The ordinary hours of work for all employees shall be a maximum of 10 hours per day and not exceeding 76 ordinary hours per fortnight. Every full-time and part-time employee shall be provided with four days off in a period of 14 days provided the employee is entitled to a minimum of two consecutive days off in such a period or by agreement any other arrangement.

6.1.2 Support Workers

The ordinary hours of work shall be 38 hours per week or 76 hours per fortnight, worked between Monday and Sunday inclusive and shall not exceed 12 ordinary hours per day. The ordinary starting and ceasing times and days may be changed to meet service and operational requirements by agreement. Where an agreement cannot be reached either party may refer the matter to clause 4.1 (Grievance and Dispute Settlement Procedure).

By consultation between Endeavour and employee, where a client is requiring support, Endeavour may alter the spread of hours to accommodate the client's need, for which no penalties shall apply.

6.1.3 Retail workers

The ordinary hours of work shall be worked on not more than five days in the week. The ordinary daily working hours shall not exceed ten hours on any one day (exclusive of meal breaks) and shall be worked between 7:00am and 6:00pm and 9:00pm for late night shopping Monday to Friday and between 7:00am and 12:30pm on Saturdays.

Late Night Work – Non-Exempt Shops – All ordinary hours worked by a full time or part time employee after 6.00pm as part of the employee's ordinary working week on a day permitted for late night trading shall be paid at the rate of quarter time in addition to the ordinary weekly wage or proportion thereof.

6.1.4 All other workers

The ordinary hours of work shall be worked between Monday and Friday inclusive. The ordinary hours of work shall not exceed 10 ordinary hours per day, excluding meal breaks. The ordinary hours of work for employee other than support workers shall be between 6.00am and 8.00pm.

By agreement 12 hour shifts, to be worked over a 24 hour period, may be implemented in Endeavour Industries during the life of this Agreement.

6.1.5 Rosters

- a. Endeavour will consult with its employees regarding any changes to the rosters.
- b. A change to the work rosters will only occur after consultations and after two thirds (2/3) of the employees directly affected by the proposed new roster agree to the roster change. Should an agreement not be reached, either party can access the Grievance and Dispute Settlement Procedures and seek the assistance of the

Commission. Where Endeavour seeks to change a work roster, a notice and consultation period of 14 days is required to be provided by Endeavour to the affected employees, except where an agreement has been reached to implement the roster earlier, or as a result of an emergency.

6.1.6 Request for flexible working arrangements

- a. All employees, including long term casuals, as defined in *the Workplace Relations Act 1996*, can request flexible working arrangements where:
 - the employee is a parent of a child under school age, or a person with responsibility for the care of a child under school age;
 - the change is to assist the employee to care for the child;
 - the employee must have 12 months continuous service with Endeavour or in the case of a casual employee is a long term casual employee (longer than 12 months service) with an expectation of ongoing employment on a regular and systematic basis.
- b. A request for flexible working arrangements must be in writing and sets out the change sought and reasons for the change.
- c. Endeavour must give the employee a written response within 21 days, stating whether the request has been granted or refused. If the request has been refused Endeavour must include reasons for the refusal.
- d. Endeavour will strive to meet all reasonable requests for flexible working arrangements and must not unreasonably refuse a request for flexible working arrangements. Endeavour may only refuse the request on reasonable and substantiated business grounds.

6.2 Meal Breaks

- 6.2.1 An employee will be rostered a 30 minute unpaid meal break at the between the fifth and sixth hours or by agreement at another suitable time on any one day, subject to the following exceptions and provided an employee is informed of their entitlement to take a 30 minute unpaid meal break at the completion of five hours continuous work on any one day.
- 6.2.2 An employee and Endeavour may agree in writing to take the 30 minute meal break during the final 30 minutes of a rostered shift instead of at the completion of five hours continuous work. An employee must provide written consent to do this and agreement can be withdrawn at the employee's election. If agreed, the roster will reflect that the 30 minute meal break will be taken during the final 30 minutes of the rostered shift. The payment for electing to take the meal break during the final 30 minutes of the rostered shift will be an additional 15 minutes pay of the applicable ordinary rate of pay and will be counted as the employee's ordinary time earnings for all purposes.
- 6.2.3 Only in emergency circumstances Endeavour may direct an employee not to take the rostered 30 minute unpaid meal break. An employee cannot be consistently directed by Endeavour not to take an unpaid meal break. An unpaid meal break not taken will be recorded on an employee's time sheet. The payment for being directed to work through the

unpaid meal break will be an additional 45 minutes pay of the applicable ordinary rate of pay.

6.3 Rest Pauses

6.3.1 Where practicable, all employees are entitled to a rest pause of 10 minutes' duration during each period of 4 hours' working time on any day.

6.3.2 These rest pauses are taken to be part of the employee's working time and are to be taken at times that suit the convenience of Endeavour and so as not to interfere with the continuity of operations, provided that where Endeavour and the employee agree, the two 10 minute rest pauses to which any employee is entitled on any day may be combined into one 20 minute rest pause on the same day at a mutually convenient time.

6.4 Overtime

6.4.1 All work performed at the request of Endeavour, in excess of the ordinary hours of work prescribed in clause 6.1 will be paid at the rate of time and a half for the first three hours and at the rate of double time thereafter for all overtime work performed on any one day.

6.4.2 Overtime performed at the request of Endeavour on Sundays will be paid for at the rate of double time on the employee's ordinary rate for all work performed on that day

6.4.3 Subject to service needs, an employee who works so much overtime between their rostered finishing time and their next rostered starting time that they do not receive at least 10 consecutive hours off duty will be released from duty until 10 consecutive hours off duty have passed. If this does not occur and the employee is instructed to resume or continue work without having had 10 consecutive hours off duty, the employee will be paid double time on their ordinary rates until released from duty and the employee will again be entitled to be absent until receiving 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. This provision does not apply to:

- a. Shift changeovers;
- b. By agreement between Endeavour and the employee; and
- c. Sleepovers.

7. PART 7 — WAGES AND WAGE RELATED MATTERS

7.1 Wages Classification

- 7.1.1 Employees will be paid in accordance with the organisation's classification structure set out in Appendix 2.
- 7.1.2 The wage rates are contained in Appendix 2.
- 7.1.3 All employees will receive the following wage increases effective from the first pay period to commence after:
- a. 1 July 2009 - 4% increase of which 2% will be payable from the first pay period to commence after 1 December 2008;
 - b. 1 July 2010 – 3% increase

At no stage during the life of this agreement will an employee be paid less than the rate of pay under the Pay and Classification Scales as determined by the Australian Fair Pay Commission.

- 7.1.4 During the life of the Agreement, employees will be transitioned across to the new wage structure in accordance with the Transitional Arrangement for Existing Employees (Appendix 3).

No existing employee will be disadvantaged financially or by wage classification level as a result of the transition to the new wage structure.

7.2 Progression

7.2.1 Progression within levels

- a. An employee will not move from one pay point to the next pay point until the employee has worked 1976 hours or two years, whichever is the lesser.
- b. No employee will be entitled to move to the next paypoint within the Grade if, after undergoing a performance review their performance is not satisfactory. The employee will not move to the next paypoint until the employee has obtained a satisfactory performance review. The review must be undertaken within three (3) months of the original assessment. If the employee's performance is still unsatisfactory the employee will not advance to the next paypoint until the employee has achieved a satisfactory report. Where areas of unsatisfactory work performance are identified, the employee will be made aware of these, the standard that is required of the employee, and the dates by which satisfactory performance is required to be achieved by the employee. The Employer will provide training and support to assist the employee to meet the required work standard.

7.3 Relieving at a Higher Level

- 7.3.1 Where an employee who is covered under this Agreement is called upon by Endeavour to perform the duties of another employee in a higher classification for five consecutive working days or more, will be paid for the period at the higher classification rate of pay. At the time the agreement is made, any existing Support Worker who relieve the Learning and Lifestyle co-ordinator for more than one day will be paid the higher rate for the period of relief.

7.4 Payment of Wages

- 7.4.1 Endeavour will pay wages by electronic funds transfer (EFT), on a fortnightly basis.
- 7.4.2 Should public holiday/s occur during the close of the fortnightly pay period and/or on the usual pay day, payment of wages may be delayed no longer than the period of such holidays.
- 7.4.3 Any alternative arrangements of paying wages will be at the discretion of Endeavour, after the employee and their representative /s have been consulted by Endeavour regarding the changes and all measures have been taken to mitigate the adverse affects raised by employees.

In the event that an employee receives a substantiated overpayment of wages by error or inadvertent omission, the Employee agrees that Endeavour is entitled to recover any overpayments from the Employee's future payment in accordance with a schedule of recovery agreed between the employee and Endeavour.

- 7.4.4 Deduction from Wages
- 7.4.5 Upon request in writing by an employee Endeavour will make requested deductions from the employee's wages.

7.5 No Reduction in Wages

- 7.5.1 Employees receiving a higher rate of wages than that provided for in this Agreement will not be reduced in wages as a consequence of the making of this Agreement.

7.6 Salary Packaging

- 7.6.1 Where agreed in writing between Endeavour and an employee, Endeavour will provide the opportunity for the employee to participate in the salary packaging program as provided for in any Salary Packaging Policy that may exist from time to time and as amended. Any proposed changes to the salary packaging policy, will be referred to the Employee Consultative Committee for discussion and consultation prior to any changes taking place.

Employees are encouraged to seek independent financial advice before entering into any salary packaging arrangement.

7.7 Allowances and Penalties

7.7.1 Divisional and district allowances

Employees employed outside the Eastern District of the Southern Division will be paid the following amounts in addition to the wage rates prescribed in the Appendix 2 for the Division or District in which they are located:

| | Adults \$ Per Week | Juniors \$ Per Week |
|-------------------------------------|-----------------------|------------------------|
| Northern Division, Eastern District | 1.05 | 0.53 |
| Northern Division, Western District | 2.20 | 1.10 |
| Mackay Division | 0.90 | 0.45 |
| Southern Division, Western District | 1.05 | 0.53 |

7.7.2 Weekend Work

- a. All ordinary hours worked by any employee, between midnight on Friday and midnight on Sunday will be paid as follows:
 - i. Midnight on Friday to Midnight on Saturday – time and a half on the employee’s ordinary rate.
 - ii. Midnight on Saturday to Midnight on Sunday – time and three quarters on the employee’s ordinary rate.
- b. All time worked by an employee during the above weekend period in excess of the employee’s ordinary hours will be paid at the appropriate overtime rate calculated on the employee’s base rate of pay.

7.7.3 Meal allowance

An employee who is required to work overtime and continues working for more than (1) one hour after the employee’s designated ceasing time will be allowed 30 minutes for a meal break after the first hour worked and will be supplied with a meal free of charge by Endeavour, or paid the meal allowance of \$9.60 in lieu thereof, provided that the employee usually would have taken a meal at that time of the day or night during such period.

The above allowance will increase to:

- 1st pay period to commence after the ballot - \$9.80
- 1st pay period to commence after 1 July 2009 - \$10.00
- 1st pay period to commence after 1 July 2010 - \$10.30

7.7.4 Shift Leader

A Support Worker who has been designated the Shift Leader for the shift or agreed period will receive an allowance as follows:

- Monday to Friday the allowance will be \$5.36 per day
- Saturday the allowance will be \$6.97 per day

- Sunday the allowance will be \$9.36 per day

The above allowances will increase from the 1st pay period to commence after:

- the ballot - \$5.47, \$7.11, \$9.55
- 1 July 2009 - \$5.58, \$7.25, \$9.74
- 1 July 2010 – \$5.75, \$7.47, \$10.03

7.7.5 Allowance for Late Work – Support Workers

- In addition to the ordinary rates of pay a late work allowance of 15% shall be paid to employees who are rostered to be awake and working between the hours of 9.00pm and 7.00am.
- This allowance will not apply to work performed on Saturday, Sunday and public holidays where extra payments apply for such work.
- Sleepover is not deemed to be work performed in determining payment of late work allowance.

7.7.6 Sleep-over allowance – Support Workers

- Where an employee, including a casual employee, is required by Endeavour to perform a sleep-over for a period of 8 hours and by agreement up to and not exceeding 10 hours, and during this period may attend to any Client requirements, a sleep-over allowance of \$45.03 per night spent sleeping-over will be paid.

The above allowance will increase to:

- 1st pay period to commence after the date of ballot- \$50.00
- 1st pay period to commence after 1 July 2010 – \$51.50

An employee who agrees to do a nine (9) hour sleepover the following allowance shall be paid:

- 1st pay period to commence after the date of ballot- \$56.25
- 1st pay period to commence after 1 July 2010 – \$57.94

An employee who agrees to do a ten (10) hour sleepover the following allowance shall be paid:

- 1st pay period to commence after the date of ballot- \$62.50
- 1st pay period to commence after 1 July 2010 – \$64.36

- Wherever possible, additional ordinary hours of work will be worked by the employee either before or after the sleepover and, in the case of casual employees, ordinary hours equivalent to the minimum engagement for casual employees of two hour, must be worked or paid to the employee either before or after the sleepover.
- Time spent sleeping-over is not to be counted for the purposes of calculating an employee's average hours of work.

- d. In addition to the sleepover allowance, an employee who is disturbed during the sleepover period for a period in excess of two (2) hours will be paid single time for the period of disturbance.

7.7.7 Awake Shift Allowance – Support Workers

- a. Where an employee is required to be awake during a night shift, the employee will be paid a late work allowance which is 15% of the ordinary rates. This payment is provided to employees who are required to work during the period that would have constituted a sleep over.

7.8 Superannuation

7.8.1 Employee's choice of superannuation fund:

- a. For the purpose of an employee enjoying higher contribution to their occupational superannuation fund, Endeavour and an employee may agree at the written request of the employee that the employee will sacrifice part of their wage due under this agreement, provided that the sacrificed part of their wage is paid by Endeavour to the credit of the employee in an agreed complying fund and provided further that such sacrifice arrangement is in compliance with income tax legislation.
- b. Endeavour will contribute to the employee's nominated superannuation fund or where an employee does not elect a superannuation of choice, then Endeavour will contribute to Endeavour's nominated Superannuation Fund on behalf of each eligible employee such superannuation contributions as required to comply with the *Superannuation Guarantee (Administration) Act 1992* as amended from time to time, as follows:
 - i. 9% on behalf of each eligible employee.

7.8.2 Contributions on behalf of each eligible employee will apply from the date of the employee's commencement of employment with Endeavour notwithstanding the date the membership application was forwarded to the Fund. Such contributions will be made at least monthly and comprise:

- a. Ordinary time earnings, meaning the weekly/fortnightly (as the case may be) wage earned during ordinary time in the pay period concerned as detailed in Appendix 2 and
- b. Shift allowances, weekend penalty rates and allowances as prescribed by legislation.

7.8.3 The amount of contributions to the fund will be calculated to the nearest cent.

7.8.4 The fund and the amount of contributions paid will be included in pay advice notices provided by Endeavour to each employee.

7.8.5 Provision for employees to make superannuation contributions to the Agreement fund:

- a. An employee may make contributions to the fund in addition to those made by Endeavour.

- b. An employee who wishes to make additional contributions must authorise Endeavour in writing to pay into the fund, from the employee's wages, a specified amount expressed and the nominated superannuation fund to which it is to be paid.

7.8.6 Defined benefit fund

Employees covered by the Defined Benefit Fund shall continue to be a member of such fund. However, no other employees covered by this Agreement will be able to access this entitlement.

8. PART 8 - TRAINING AND EDUCATION

8.1 Endeavour's Commitment to Training and Team Meetings

8.1.1 Endeavour is committed to providing relevant training to employees without impacting on service delivery requirements.

8.1.2 Endeavour will provide employees relevant training, team meetings and education providing:

- a. Training and meetings will be provided in such a way that will allow the employee sufficient break to undertake their duties;
- b. As far as practicable, training will be undertaken at times to ensure that employees will not be financially disadvantaged and undertaken within the normal hours of work;
- c. No employee will be required to work or undertake training if the employee has already work 12 hours or longer on that day, except where the employee and Endeavour agree for the employee to undertake the training.
- d. When training or meeting are undertaken during the employee's ordinary hours or outside of their ordinary hours of work, they shall be paid their ordinary rates of pay;
- e. Travelling time will be at the employee's expense. However, by agreement with Endeavour prior to training, employees may be compensated if travelling times are in excess of two hours each round journey.

8.1.3 Paid Study Leave

Endeavour will allow for all full time and part time employees with access of up to 15.2 hours per annum, not cumulative, for paid study leave. The leave will be subject to the approval of Endeavour and must be relevant to the employee's employment.

8.2 In Service Development Days

8.2.1 Endeavour will provide for 15.2 paid hours, based on the employee's ordinary rate of pay, to be known as "In Service Development Days" to full-time and part-time employees employed in the non-vocational day services. The leave will not be cumulative.

8.2.2 The In Service Development Days will be determined by Endeavour.

8.2.3 Employees will be expected to attend any mandatory training and/or professional development training on these days.

8.3 Performance Development and Review Process

8.3.1 All employees will be required to participate in Endeavour's Performance and development process.

9. PART 9 - LEAVE AND PUBLIC HOLIDAYS

9.1 Annual Leave

9.1.1 Entitlement

- a. Full time and part time employees will, at the end of each completed year of service, be entitled to four weeks annual leave.
- b. A continuous shift worker or an employee who is rostered and work a minimum of ten (10) Sunday shifts (minimum of eight hours per shift) per annum shall be entitled to an additional five days leave paid at the a full-time employee rate of pay and pro-rata for a part-time employee.
- c. Support workers who do 70 or more sleepovers per annum shall receive six (6) weeks annual leave per year.

Endeavour will consult with affected employees who may be at risk of losing their entitlement to 6 weeks annual leave as a result of the introduction of the new qualifying provision. In such circumstances endeavour will, where practicable, provide the employee with opportunities to pick up additional sleepovers so that the employee will meet the qualifying standard

The provision of the extra sleepover shifts shall be on the basis of:

- The employee agreeing to undertake the extra sleepovers; or
 - The sleepover is available; or
 - The employee being suitable for the sleepover.
- d. Annual Leave will be taken at an agreed time between the employee and Endeavour management. The employee must give Endeavour no less than one months notice of their intention to take leave where possible, however less period may be approved in extraordinary or emergency circumstances Subject to the requirements of the business Endeavour must not unreasonably refuse to agree to a request by the employee to take paid annual leave
 - e. Public holidays will not be included in the calculation of the amount of annual leave taken in any period.
 - f. If an employee resigns or has their employment terminated by Endeavour, the employee's unused annual leave, calculated on a pro rata basis, will be paid to the employee at their ordinary rate.
 - g. An employee will not be on paid annual leave while the employee takes other types of leave provided under the National Employment Standards, with the exception that paid annual leave may be taken in conjunction with unpaid parental leave.

9.1.2 Calculation of annual leave pay

In respect to annual leave entitlements, annual holiday pay (including any proportionate payment(s)) will be calculated as follows:

- a. All employees —In no case will the payment by Endeavour to an employee be less than the employee's ordinary wage rate as prescribed by this Agreement and for the period of the annual leave (excluding allowances and weekend penalty rates)
- b. A further amount calculated at the rate of 17.5% of the amounts referred to in clause 9.1.2.(a)

9.1.3 Accrual of annual leave

- a. If any of the employee's annual leave has not been taken as it falls due from time to time, such annual leave, may be accumulated for a period up to eight weeks and 10 weeks for those accruing five weeks or 12 weeks for those support workers accruing 6 weeks. Upon reaching the maximum accrual, Endeavour after consultation may direct the employee to take their accrued annual leave.
- b. Endeavour will provide the employee with 28 days notice of any such direction to take leave.
- c. It is expected that all employees will take all or part of their annual leave accrual at the end of 12 months continuous service or as soon as possible thereafter by mutual agreement

9.1.4 Payment for annual leave

An employee may request when taking Annual Leave to paid fortnightly or in advance for the total period of annual leave.

The employee may also request the payment (cash out) of leave of no more than two weeks each calendar year. However, the employee must have at least four weeks accrued annual leave prior to requesting such a payment.

9.1.5 Close down

- a. Endeavour may, by giving not less than 28 days notice of the intention to do so, close down the business or sections and provide annual leave to all or the bulk of the employees in the business or section concerned.
- b. Employees not entitled to annual leave or who have insufficient leave to cover all of the period or part of the period of the closedown will be granted paid annual leave in advance which will count as service. This will result in the employee's leave going into a negative balance.
- c. If a terminating event occurs and an employee's accrued leave entitlements reflect a negative balance, Endeavour may deduct an amount from any payments to be made to the employee equivalent to the amount of leave in arrears.

9.2 Personal/Carer's Leave

9.2.1 Paid leave

- a. Full time and part time employees will be entitled to ten days of paid personal/carer's leave for each completed year of service and will continue to accumulate from year to year. The entitlement to personal/carer's leave accrues progressively during the year according to the employee's ordinary hours of work and is paid at the employee's base rate of pay for their ordinary hours of work in the period.
- b. Leave may be taken where:
 - i. the employee is unfit for work because of a personal illness or injury; or
 - ii. a member of the employee's immediate family or household requires care and support due to illness or injury; or
 - iii. an unexpected emergency arises in relation to a member of the employee's immediate family or household.
- c. The period of leave taken under this clause is taken not to include any public holiday falling during the employee's period of absence.
- d. Untaken personal/carer's leave will not be paid out upon termination of employment.

9.2.2 Unpaid carer's leave

All employees including long term casual employees as defined in the Act are entitled to two days unpaid carer's leave. Unpaid carer's leave will only be provided after the paid personal/carer's leave is exhausted on each occasion that a member of the employee's immediate family or household requires care and support due to being ill, injured or affected by an unexpected emergency.

9.2.3 Notice and evidence: personal/carer's leave

- a. Employees are required to give notice of absence from work due to personal illness or injury. The notice must be given as soon as reasonably practicable unless the circumstances are beyond the employee's control.
- b. Employees are to advise, where possible, Endeavour of the expected period of the leave.
- c. Employees will be required to provide a medical certificate from a registered state health practitioner for any period in excess of three consecutive days leave.
- d. Employees will not be entitled to personal/carer's leave if they do not comply with the provisions of (a) (b) and (c), unless it was impractical or unreasonable for the employee to comply.

9.3 Compassionate Leave

- 9.3.1 All employees including long term casual employees as defined in the Act are entitled to two days paid (full time or part time employees) or unpaid (casual employees) compassionate leave per occasion. Compassionate leave applies where a member of the employee's immediate family or household contracts or develops a serious illness, sustains a serious injury or passes away.
- 9.3.2 An employee may take up to three (3) paid days compassionate leave upon the death of a member of their immediate family or household.
- 9.3.3 The employee must provide evidence of the illness, injury or death that gives rise to the entitlement of compassion leave.
- 9.3.3 An employee may, with the consent of Endeavour, apply for further unpaid compassionate leave, or paid annual and long service leave when a member of the employee's immediate family or household dies and the period of compassionate leave entitlement provided is insufficient.

9.4 Long Service Leave

- 9.4.1 All employees covered by this Collective Agreement are entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of Chapter 2, Part 3 sections 42 - 58 of the *Queensland Industrial Act 1999* as amended from time to time.

From the 1st pay period to commence on or after 7 days after the voting, employee will accrue long service leave at the rate of 1.3 weeks for each year of service.

- 9.4.2 Employees who have completed seven years' continuous services will be entitled to a proportionate long service leave if:
- a. the employee's employment is terminated because of the employee's death ;
 - b. the employee terminates their employment because of:
 - i. the employee's illness or incapacity; or
 - ii. a domestic or other pressing necessity; or
 - c. Termination is because Endeavour;
 - i. Dismisses the employee for a reason other than the employee's conduct, capacity or performance; or
 - ii. Unfairly dismisses the employee
- 9.4.3 Cashing out long service leave
- a. An employee may request, and Endeavour may agree to pay out long service leave to a maximum of 50% of the accrued entitlement after 10 years continuous service.

9.4.4 Recognising prior Service

- a. Endeavour will recognise prior service in the community/disability industry when calculating long service leave. The recognition is specifically with the period of time that the employee can access and not the payment.
- b. This provision shall not have application if the employee has a break of greater than 4 weeks from their last employment.
- c. An employee will be required to provide proof of their time in the community/disability before it can be recognised by Endeavour.

For example if an employee has had 3 years in the community/disability service, the employee would need to work another 7 continuous years of service in order to qualify for long service leave. The employee will receive payment for 7 years service that has accrued with Endeavour but will be able to take 9.1 weeks off. The difference between time off and payment is unpaid time off.

- d. This provision does not apply to pro-rata leave.

9.5 Ceremonial Leave

9.5.1 An employee who is legitimately required by Aboriginal or Torres Strait Islander tradition to be absent from work for Aboriginal or Islander ceremonial purposes will be entitled to up to 10 working days of unpaid leave in any one year.

9.5.2 These days may include but will not be limited to tombstone openings, smoking of houses, initiation ceremonies, National Aborigines and Torres Strait Islander's Observance Day, Coming of the Light, or to attend other such ceremonies deemed by the elders to be significant.

Endeavour may request an employee to provide evidence that would satisfy a reasonable person that the employee is entitled to the leave.

9.6 Special Leave

9.6.1 Subject to the prior approval of the Senior Manager, special leave for a period not exceeding one week may be granted to an employee, with or without pay.

9.6.2 Requests for special leave for periods exceeding one week will be referred to the nominated Manager for approval at the discretion of the General Manager.

9.7 Jury Service Leave

9.7.1 Full or part time employees required to attend jury service during the ordinary hours of work, will be reimbursed by Endeavour an amount equal to the difference between the amount paid in respect of their attendance for jury service, and the amount of wages they would have received in respect of their ordinary time they would have worked had they not been on jury service.

9.7.2 An employee will notify Endeavour as soon as possible of the date upon which they are required to attend for jury service. Further, the employee will give Endeavour documentary

proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

9.8 Defence Force Leave

9.8.1 Employees engaged in Defence Force activities such as Reservist training, or serve with the Australian Defence Force, may apply for unpaid leave to attend such activities.

9.8.2 Approval of defence force leave will be subject to operational requirements.

9.9 Community Service Leave

9.9.1 An employee who is engaged in an eligible community service activity can be absent on unpaid leave if:

- the absence is limited to the time the employee is engaged in the activity, reasonable travelling time associated with the activity and reasonable rest time immediately following the activity; and
- the absence is reasonable in all circumstances.

An employee must provide endeavour with notice of the taking of community service. Endeavour may require an employee who has given notice of taking community service leave to provide evidence that would satisfy a reasonable person that the employee is entitled to the leave.

9.10 Public Holidays

9.10.1 Indicative holidays to which this clause refers includes New Year's Day; Australia Day; Good Friday; Easter Saturday (the day after Good Friday); Easter Monday; 25 April (Anzac Day); The Birthday of the Sovereign; Labour day; Show day (as per work location); Christmas Day; Boxing Day; or any day appointed under the *Holidays Act 1983* to be kept in place of any such holiday.

9.10.2 An employee is entitled to a day off on a public holiday; however Endeavour may request an employee to work on a particular public holiday. The employee may refuse this request (and take the day off) if the employee has reasonable grounds for doing so. The following factors can be taken into consideration

- Operational requirements and the nature of work performed by the employee;
- The employee's personal circumstances;
- whether the employee could reasonably expect to be requested to work on the public holiday;
- the type of employment;
- the amount of notice given;
- the amount of notice given by the employee refusing a request to work on a public holiday;
- any other relevant matter

9.10.3 Where an employee is requested to and works on a public holiday and the majority of ordinary hours of work done by any employee is between 12 midnight and 12 midnight they will be paid for the actual time worked at the rate of double time and a half on the ordinary rate of pay for a minimum of four hours.

9.10.4 Notice of requirement to work

If it is required that any employee will work on any of the holidays provided in clause 9.10.1 Endeavour will give not less than 24 hours notice of such requirement to the employee.

9.10.5 Substitution

Where there is agreement between Endeavour and the majority of employees in the business or section or sections involved, subject to statutory limitations, a public holiday may be substituted for another day. If such other day is worked, then payment for that day will be at the rate of double time and a half at the employees' ordinary rate of pay.

9.10.6 If no work is required to be performed

All full time employees will be entitled to be paid their ordinary rostered hours for each public holiday mentioned in clause 9.10.1 (Public holidays) which falls on a day regularly worked by the employees concerned irrespective of the fact that no work may be required of them on such day.

9.10.7 Impact on rostered days off

- a. For each of the public holidays mentioned in clause 9.10.1 which falls on a full time employee's day off, such employee will be paid an additional day's wage (being 7.6 hours only).
- b. Insofar as Easter Saturday or another public holiday falling on a weekend is concerned, the provisions of this subclause will not apply to any employee whose ordinary hours of work are regularly worked between Monday and Friday inclusive and who regularly has Saturday and/or Sunday off each week.

9.10.8 Part time employees

- a. Part time employees will be entitled to the public holiday provisions provided that the part time employee would have been ordinarily rostered to work on that day, had it not been a public holiday.
- b. A part time employee who is rostered to work on a day of the week on which a public holiday falls, and who is not required to work on that day, will be paid for the hours which would otherwise have been worked on that day.
- c. Should a part time employee be rostered regularly to work on a day on which a public holiday happens to fall and such public holiday occurs during a period of the employee's annual leave, there will be added to the employee's annual leave an extra day for each such day so occurring.

9.10.9 Casual Employees

Casual employees required to work on public holidays will be paid at the rate of double time and a half for all time worked on such days, with a minimum engagement of (4) four hours.

9.11 Parental leave

9.11.1 Subject to the parental leave provisions of the Act, an employee is entitled to maternity leave, paternity leave and adoption leave.

9.11.2 The provisions of this clause shall apply to full time, part time and eligible casual employees, but do not apply to other casual employees.

9.11.3 Paid maternity leave

- a. An employee who has been employed for a continuous period of 24 months shall be entitled to six (6) weeks paid maternity leave based on their ordinary base rate of pay at the time that the employee commences leave paid at the commencement of their leave

10. PART 10 — AGREEMENT COMPLIANCE

10.1 Agreement Posting

A true copy of this Agreement will be exhibited in a conspicuous and convenient place on the premises of Endeavour so as to be easily read by employees.

10.2 Agreement Variation

The parties to the agreement can at any time vary the agreement in accordance with provisions of the Act.

10.3 Appendix 1 - ORGANISATIONS CLASSIFICATION STRUCTURE

| Accountability | Grade 1 | Grade 2 | Grade 3 | Grade 4 |
|--------------------------------|--|---|---|--|
| SCOPE | <p>Perform tasks under routine or direct supervision either individually or in a team environment. No requirement to supervise or provide training to other team members.</p> <p>This role will suit a traineeship</p> | <p>Perform tasks under general supervision either individually or in a team environment. No requirement to supervise or provide training to other team members</p> | <p>Perform tasks under limited supervision either individually or in a team environment. May be required to check work or provide assistance to individuals with lesser experience including support employees.</p> | <p>Undertake work that may be non-routine in nature and be subject to pre-set objectives for work assignments. Direction from senior managers provided.</p> <p>May supervise lower classified employees and/or volunteers in a single service with their day to day work</p> |
| PRIORITY & PLANNING | <p>Follow direction for task to be performed</p> | <p>Perform work in line with established routines, methods, standards, policies and procedures.</p> <p>Accountable and responsible for own work within established routines, methods, standards and procedures relevant to tasks.</p> | <p>Responsible and accountable for own work ensuring tasks are completed accurately in line with policies and procedure and within timeframes.</p> | <p>Apply initiative and judgement in planning and organising work for self and/or others and techniques for own work</p> |
| COMPLIANCE | <p>Follow policy and procedure to complete tasks</p> | <p>Follow policy and procedure to complete tasks</p> | <p>Perform work in line with established routines, methods, standards, policies and procedures but will exercise judgement and initiative within the scope of role using a broad range of skills and knowledge</p> | <p>Perform work in line with established routines, methods, standards, policies and procedures but will exercise judgement and initiative within the scope of role using a broad range of skills and knowledge</p> <p>Provide advice into the development of policy and procedures relating to their area of work.</p> |
| PROBLEM SOLVING | <p>Problems can usually be solved with reference to established practices, procedures and instructions</p> <p>Would be expected to communicate issues for resolution to manager</p> | <p>Be required to resolve minor work procedural issues in the work area within established workplace constraints and to the employee's level of skill and training</p> | <p>Problems can usually be solved with reference to established practices, procedures and instructions. It is expected that a person at this level would be able to apply relevant knowledge and experience to resolve any operational issues within the scope of their role.</p> | <p>Solve problems of limited difficulty using knowledge, judgement and work organisation skills acquired through qualifications and/or previous work experience</p> |

| Accountability | Grade 1 | Grade 2 | Grade 3 | Grade 4 |
|--|--|--|---|--|
| | | | Communicate to supervisor on workplace improvements or decisions that need to be made outside scope of role | |
| COMMUNICATION | Standard verbal and written communication to clients, customers and stakeholders e.g. obtains and forwards basic facts in a timely manner and minimises conflict | Routine verbal and written communication to clients, customers and stakeholders | Communicate to clients and relevant stakeholders using a sound knowledge of the organisation's operations, delegations and services | Communicate, liaise and consult with clients and relevant stakeholders using a sound knowledge of the organisation operations, delegations and services |
| EXPERIENCE & QUALIFICATIONS | None or limited relevant experience. Qualifications not required | Has limited experience within area of work. May require appropriate certification/licences to complete tasks | Has sufficient experience and training carry out duties autonomously while under limited supervision May require appropriate qualifications/certification/licences to complete tasks | Has sufficient experience and training to carry out duties autonomously while under limited supervision Has experience suitable to role and/or specialty. May require qualifications related to area of specialisation |
| REPORTING & FINANCIAL MGT | No financial delegation. Required to report any concerns to manager | Complete all necessary documentation and reporting relevant to scope of role | Complete all necessary documentation and reporting relevant to scope of role. May be responsible for monitoring and handling of cash/cards e.g. petty cash | Complete all necessary documentation and reporting relevant to scope of role. May be responsible for monitoring of cash and handling cash/cards e.g. petty cash. May provide input to managers regarding budget requirements |

| Accountability | Grade 1 | Grade 2 | Grade 3 | Grade 4 |
|--------------------------------------|--|--|---|---|
| SERVICE DELIVERY / OPERATIONS | Work within scope of role to delivery accountabilities in line with position description | Work within scope of role to delivery accountabilities in line with position description | <p>Supervise and provide support to service users and or supported employees within scope of role where role required this</p> <p>Provide on-the-job training to other team members where required</p> <p>Undertake training and assessment of service users in specific vocational skills as defined within scope.</p> <p>Able to use and/or operate a variety of tools, materials, and equipment to meet the requirements of the role.</p> <p>Assist with or provide a range of record management services, however the responsibility for the record management service would not rest with the employee</p> <p>Be required to assist employees at higher classification levels with specific projects</p> | <p>Undertaken analysis/design for the development and maintenance of projects and/or undertake programming in specialist area</p> <p>May be required to provided specialist expertise or advice through acquiring organisational or industry specific knowledge</p> <p>Develop, plan and supervise the implementation of education and/or development programmes for clients</p> <p>Be Proficient in the operation of the computers to enable development, modification and/or correction of documents</p> <p>Deliver single stream training programmes</p> |

| | Disability Services | Endeavour Industries | | | Strategy & Finance | | | Human Resources | Marketing | CAS |
|---------|---|---|--|---|--|--|---|--|--|--|
| | | EI | Retail | Resolutions | Admin/Accounts/Property | IS | Shared Services | | | |
| Grade 1 | <ul style="list-style-type: none"> • Support Worker Trainee | <ul style="list-style-type: none"> • Fruit Pickers | <ul style="list-style-type: none"> • Trainee Sales Assistant | | <ul style="list-style-type: none"> • Administration trainee • Office junior | | | | | |
| Grade 2 | <ul style="list-style-type: none"> • Administration Assistant | <ul style="list-style-type: none"> • Production worker • Sorter • Truck Driver • Cleaner • Store Worker | <ul style="list-style-type: none"> • Retail Sales Assistant • Retail Volunteer Administration Assistant • Assistant Store Manager | | <ul style="list-style-type: none"> • Administration Assistant • Receptionist • Bus Driver • Cleaner | | | <ul style="list-style-type: none"> • Administration Officer • Fundraising Officer | | |
| Grade 3 | <ul style="list-style-type: none"> • Support Worker • Casual Support Worker • Administration Officer • Respite Coordinator | <ul style="list-style-type: none"> • Endeavour Industries Supervisor • Administration Officer • Training Support officer • Endeavour Industries Clerk • Leading Hand | <ul style="list-style-type: none"> • Retail Store Manager | | <ul style="list-style-type: none"> • Administration Officer • Accounts Processing Officer • Building Maintenance Officer • Maintenance Carpenter | | <ul style="list-style-type: none"> • Call Centre Customer Service Operators | <ul style="list-style-type: none"> • Receptionist/ Administration Officer | <ul style="list-style-type: none"> • Database Administrator • Administration Officer | <ul style="list-style-type: none"> • Administration Support |
| Grade 4 | <ul style="list-style-type: none"> • Resource and Development Coordinator • Grants Management Officer • Area Compliance Officer • Project Officer • Training Coordinator | <ul style="list-style-type: none"> • Endeavour Industries Foreman | <ul style="list-style-type: none"> • Retail Senior Store Manager | <ul style="list-style-type: none"> • Employment Consultant | <ul style="list-style-type: none"> • Payroll Officer • Accounting Officer • Credit Officer • Administration Officer | <ul style="list-style-type: none"> • Information Services Support Officer • Helpdesk Officer | <ul style="list-style-type: none"> • Production Officer • Lotteries | <ul style="list-style-type: none"> • Senior Administration Assistant - Quality • Risk Administration Officer | <ul style="list-style-type: none"> • Product Property & Marketing Assistant • Special Events Manager | |

10.4 Appendix 2 –WAGE SCHEDULE

From the first pay period after:

| Classification | 1/12/08 Hourly rate | 1/07/09 Hourly rate | 1/7/10 Hourly rate |
|----------------|------------------------|------------------------|-----------------------|
| Grade 1 | | | |
| Paypoint 1.1 | \$15.30167 | \$15.60771 | \$16.07594 |
| Paypoint 1.2 | \$15.54041 | \$15.85122 | \$16.32376 |
| Paypoint 1.3 | \$15.78062 | \$16.09624 | \$16.57912 |
| Grade 2 | | | |
| Paypoint 2.1 | \$15.78062 | \$16.09624 | \$16.57912 |
| Paypoint 2.2 | \$16.13946 | \$16.46225 | \$16.95612 |
| Paypoint 2.3 | \$16.50095 | \$16.83097 | \$17.33590 |
| Grade 3 | | | |
| Paypoint 3.1 | \$16.79668 | \$17.13261 | \$17.64659 |
| Paypoint 3.2 | \$17.39657 | \$17.74450 | \$18.27684 |
| Paypoint 3.3 | \$17.99321 | \$18.35307 | \$18.90366 |
| Grade 4 | | | |
| Paypoint 4.1 | \$18.58259 | \$18.95425 | \$19.52287 |
| Paypoint 4.2 | \$19.18417 | \$19.96785 | \$20.15489 |
| Paypoint 4.3 | \$19.78406 | \$20.17974 | \$20.78514 |
| Paypoint 4.4 | \$20.18076 | \$20.58438 | \$21.20191 |

| | |
|------------------------------------|-----|
| Under 16 years of age..... | 45% |
| 16 and under 17 years of age | 50% |
| 17 and under 18 years of age | 55% |
| 18 and under 19 years of age | 65% |
| 19 and under 20 years of age | 75% |
| 20 and under 21 years of age | 85% |

10.5 Appendix 3 – TRANSLATION ARRANGEMENT FOR EXISTING EMPLOYEES AND NEW EMPLOYEES TO NEW CLASSIFICATION WAGE RATES.

All existing and new employees will translate across to the new classification wage rates during the life of the agreement.

In order to increase the existing rates of pay up to the new classification rates of pay the following formula will apply:

- a. All employees will receive the wage increase as contained in the agreement.
- b. Existing employee who will receive an additional wage increase to bring their wage rates up to the new classification rates of pay will receive the following increases:
 - A transitional increase of up to \$500 per annum will be paid in one instalment - from the 1st pay period to commence on or after 1 July 2009.
 - A transitional increase in excess of \$500 per annum will be paid in two instalments being:
 - 50% of the increase to be paid from the 1st pays period to commence on or after 1 July 2009.
 - The balance to be from the 1st pay period to commence on or after 1 July 2010.
- c. An existing employee who is being paid at a higher rate than their new classification level will not be disadvantaged and will receive the wage increases as prescribed in the agreement.
- d. Any new employee will be paid the rate of pay that the current employee's are being paid for similar work. This will mean that some new employees will receive transitional wage increases in line with their fellow workers.

TRANSLATION MATRIX FOR EXISTIING EMPLOYEES TO THE NEW CLASSIFCIATION STRUCTURE

| | Current Paypoint | | Current Collective Agreement Rate \$ | Endeavour Proposed Grade and Increment | Proposed Rate \$ | First 2% \$ | Second 2% \$ | Proposed with 4% Increase \$ |
|--------------------------------|------------------|----------|--------------------------------------|--|------------------|-------------|--------------|------------------------------|
| DISABILITY SERVICES | | | | | | | | |
| Level 3 | 3 | 1 | 16.47 | 3.1 | 16.47 | 16.80 | 17.13 | 17.13 |
| | | 2 | 17.06 | 3.2 | 17.06 | 17.40 | 17.74 | 17.74 |
| | | 3 | 17.64 | 3.3 | 17.64 | 17.99 | 18.35 | 18.35 |
| Level 4 | 4 | 1 | 18.22 | 4.1 | 18.22 | 18.58 | 18.95 | 18.95 |
| | | 2 | 18.81 | 4.2 | 18.81 | 19.18 | 19.57 | 19.57 |
| | | 3 | 19.40 | 4.3 | 19.40 | 19.78 | 20.18 | 20.18 |
| | | 4 | 19.79 | 4.4 | 19.79 | 20.18 | 20.58 | 20.58 |
| Endeavour Industries | | | | | | | | |
| Shop Assistant under 16 | 2 | 1 | 6.97 | 45% | 7.12 | 7.12 | 7.26 | 7.41 |
| Shop Assistant 16 and under 17 | | 2 | 7.74 | 50% | 7.91 | 7.91 | 8.23 | 8.23 |
| Shop Assistant 17 and under 18 | | 3 | 8.52 | 55% | 8.70 | 8.70 | 9.05 | 9.05 |
| Shop Assistant 18 and under 19 | | 4 | 10.07 | 65% | 10.28 | 10.28 | 10.70 | 10.70 |
| Shop Assistant 19 and under 20 | | 5 | 11.62 | 75% | 11.87 | 11.87 | 12.35 | 12.35 |
| Shop Assistant 20 and under 21 | | 6 | 13.17 | 85% | 13.45 | 13.72 | 13.99 | 13.99 |
| Shop Assistant Adult | | 1 | 15.49 | 2.2 | 15.82 | 16.14 | 16.46 | 16.46 |
| Level 1 Supervisor | 2 | | 15.77 | 2.2 | 15.82 | 16.14 | 16.46 | 16.46 |
| Level 2 Supervisor | 3 | | 16.47 | 3.1 | 16.47 | 16.80 | 17.13 | 17.13 |
| Level 1 Employment Consultant | 4 | 1 | 18.14 | 4.1 | 18.22 | 18.58 | 18.95 | 18.95 |
| | | 2 | 18.75 | 4.2 | 18.81 | 19.18 | 19.57 | 19.56 |
| | | 3 | 19.16 | 4.3 | 19.40 | 19.78 | 20.18 | 20.17 |

| | | | | | | | | |
|---|----------|----------|-------|------------|--------------|-------|-------|--------------|
| Level 1 Production Worker | 1 | 1 | 14.30 | 2.1 | 15.74 | 16.06 | 16.38 | 16.38 |
| | | 2 | 14.65 | 2.1 | 15.74 | 16.06 | 16.38 | 16.38 |
| | | 3 | 14.93 | 2.1 | 15.74 | 16.06 | 16.38 | 16.38 |
| Level 2 Production Worker | 2 | 1 | 15.47 | 2.2 | 15.82 | 16.14 | 16.46 | 16.46 |
| | | 2 | 15.82 | 2.2 | 15.82 | 16.14 | 16.46 | 16.46 |
| | | 3 | 16.18 | 2.3 | 16.18 | 16.50 | 16.83 | 16.83 |
| Level 3 Production Supervisor | 3 | 1 | 16.47 | 3.1 | 16.47 | 16.80 | 17.13 | 17.13 |
| | | 2 | 17.06 | 3.2 | 17.06 | 17.40 | 17.74 | 17.74 |
| | | 3 | 17.64 | 3.3 | 17.64 | 17.99 | 18.35 | 18.35 |
| Level 4 Production Foreman | 4 | 1 | 18.22 | 4.1 | 18.22 | 18.58 | 18.95 | 18.95 |
| | | 2 | 18.81 | 4.2 | 18.81 | 19.18 | 19.57 | 19.57 |
| | | 3 | 19.40 | 4.3 | 19.40 | 19.78 | 20.18 | 20.18 |
| | | 4 | 19.79 | 4.4 | 19.79 | 20.18 | 20.58 | 20.58 |
| Store Worker | 2 | 1 | 14.69 | 2.1 | 15.74 | 16.06 | 16.38 | 16.38 |
| | | 2 | 14.93 | 2.1 | 15.47 | 15.78 | 16.10 | 16.10 |
| | | 3 | 15.52 | 2.2 | 15.82 | 16.14 | 16.46 | 16.46 |
| | | 4 | 15.94 | 2.2 | 15.82 | 16.14 | 16.46 | 16.46 |
| | | 5 | 16.47 | 2.3 | 16.18 | 16.50 | 16.83 | 16.83 |
| Truck Driver Northern | 1 | 1 | 14.75 | 2.1 | 15.47 | 15.78 | 16.10 | 16.10 |
| | | 2 | 15.20 | 2.1 | 15.47 | 15.78 | 16.10 | 16.10 |
| | | 3 | 15.39 | 2.1 | 15.47 | 15.78 | 16.10 | 16.10 |
| Truck Driver Southern | 1 | 1 | 15.21 | 2.1 | 15.47 | 15.78 | 16.10 | 16.10 |
| | | 2 | 15.43 | 2.1 | 15.47 | 15.78 | 16.10 | 16.10 |
| Fruit Picker (previous AFPC increase was wholly applied to the discounted rate in error) | 1 | 1 | 6.91 | 50% | 7.50 | 7.65 | 7.80 | 7.80 |
| | | 2 | 8.30 | 60% | 9.00 | 9.18 | 9.36 | 9.36 |
| | | 3 | 9.68 | 70% | 10.50 | 10.71 | 10.93 | 10.93 |
| | | 4 | 10.37 | 75% | 11.25 | 11.48 | 11.71 | 11.71 |
| | | 5 | 13.83 | 1.1 | 15.00 | 15.30 | 15.61 | 15.61 |

| | | | | | | | | |
|-----------------------------------|----------|----------|-------|------------|--------------|-------|-------|--------------|
| Sorters | 2 | 1 | 14.69 | 2.1 | 15.47 | 15.78 | 16.10 | 16.10 |
| | | 2 | 14.93 | 2.1 | 15.47 | 15.78 | 16.10 | 16.10 |
| | | 3 | 15.52 | 2.2 | 15.82 | 16.14 | 16.46 | 16.46 |
| | | 4 | 15.94 | 2.3 | 16.18 | 16.50 | 16.83 | 16.83 |
| | | 5 | 16.47 | 2.3 | 16.18 | 16.50 | 16.83 | 16.83 |
| Administration/Bus Drivers | | | | | | | | |
| Junior Rates | | | | | | | | |
| Clerk 15 years | 1 | 1 | 6.75 | 45% | 6.75 | 6.89 | 7.02 | 7.02 |
| | | 2 | 7.07 | 45% | 7.12 | 7.12 | 7.41 | 7.41 |
| Clerk 16 years | 1 | 1 | 7.50 | 50% | 7.50 | 7.65 | 7.80 | 7.80 |
| | | 2 | 7.86 | 50% | 7.91 | 7.91 | 8.23 | 8.23 |
| Clerk 17 years | 1 | 1 | 8.25 | 55% | 8.25 | 8.42 | 8.58 | 8.58 |
| | | 2 | 8.64 | 55% | 8.70 | 8.70 | 9.05 | 9.05 |
| Clerk 18 years | 1 | 1 | 9.75 | 65% | 9.75 | 9.95 | 10.15 | 10.15 |
| | | 2 | 10.21 | 65% | 10.28 | 10.28 | 10.70 | 10.70 |
| Clerk 19 years | 1 | 1 | 11.25 | 75% | 11.25 | 11.48 | 11.71 | 11.71 |
| | | 2 | 11.78 | 75% | 11.87 | 11.87 | 12.35 | 12.35 |
| Clerk 20 years | 1 | 1 | 12.75 | 85% | 12.75 | 13.01 | 13.27 | 13.27 |
| | | 2 | 13.35 | 85% | 13.45 | 13.45 | 13.99 | 13.99 |
| Adult Rates | | | | | | | | |
| Level 1 | 1 | 1 | 15.00 | 1.1 | 15.00 | 15.30 | 15.61 | 15.61 |
| | | 2 | 15.24 | 1.2 | 15.24 | 15.54 | 15.85 | 15.85 |
| | | 3 | 15.47 | 1.3 | 15.47 | 15.78 | 16.10 | 16.10 |

| | | | | | | | | |
|---------------------------------|---|---|-------|-----|-------|-------|-------|-------|
| Level 2 | 2 | 1 | 15.71 | 2.2 | 15.82 | 16.14 | 16.46 | 16.46 |
| | | 2 | 15.94 | 2.2 | 15.82 | 16.14 | 16.46 | 16.46 |
| | | 3 | 16.18 | 2.3 | 16.18 | 16.50 | 16.83 | 16.83 |
| Level 3 | 3 | 1 | 16.47 | 3.1 | 16.47 | 16.80 | 17.13 | 17.13 |
| | | 2 | 17.29 | 3.2 | 17.06 | 17.40 | 17.74 | 17.74 |
| | | 3 | 17.64 | 3.3 | 17.64 | 17.99 | 18.35 | 18.35 |
| Level 4 | 4 | 1 | 17.82 | 4.1 | 18.22 | 18.58 | 18.95 | 18.95 |
| | | 2 | 18.17 | 4.2 | 18.81 | 19.18 | 19.57 | 19.57 |
| Bus Drivers - Southern Divison | 2 | 1 | 15.43 | 2.1 | 15.47 | 15.78 | 16.10 | 16.10 |
| | | 2 | 15.75 | 2.2 | 15.82 | 16.14 | 16.46 | 16.46 |
| Bus Drivers - Northern Division | 2 | 1 | 15.45 | 2.1 | 15.47 | 15.78 | 16.10 | 16.10 |
| | | 2 | 15.78 | 2.2 | 15.82 | 16.14 | 16.46 | 16.46 |

EXECUTED AS THE ENDEAVOUR FOUNDATION UNION COLLECTIVE AGREEMENT 2009

| | |
|---|--|
| <p>SIGNED for and on behalf of ENDEAVOUR FOUNDATION by its duly authorised representative</p> |  <hr/> <p>Ken Tapfield General Manager Human Resources & Organisational Development Endeavour Foundation 50 Southgate Avenue CANNON HILL QLD 4170</p> |
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| | |
|---|---|
| <p>SIGNED for and on behalf of the AUSTRALIAN WORKERS' UNION OF EMPLOYEES, QUEENSLAND by its duly authorised representative</p> |  <hr/> <p>Bill Ludwig Branch Secretary Australian Workers' Union 333 Adelaide Street BRISBANE QLD 4000</p> |
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|--|--|
| <p>SIGNED for and on behalf of the AUSTRALIAN MUNICIPAL, ADMINISTRATIVE, CLERICAL AND SERVICES UNION (ASU) by its duly authorised representative</p> |  <hr/> <p>David Smith Branch Secretary Australian Services Union 32 Peel Street SOUTH BRISBANE QLD 4101</p> |
|--|--|

| | |
|--|---|
| <p>SIGNED for and on behalf of the TEXTILE CLOTHING & FOOTWEAR UNION OF AUSTRALIA (QLD BRANCH) by its duly authorised representative</p> |  <hr/> <p>Jacques Morel State Secretary Textile Clothing & Footwear Union of Australia (Qld Branch) Ground Floor, 11 Alexandra Place MURARRIE QLD 4172</p> |
|--|---|