

Summary of Changes
for the proposed
Endeavour Foundation
Enterprise Agreement 2024



Summary of Key Changes

Endeavour Foundation Enterprise Agreement 2024

We have created a summary to highlight the key changes in the proposed *Endeavour Foundation Enterprise Agreement 2024*.

This summary is designed to help you understand any updates, additions or differences from the current agreement and how they may impact you.

In addition to the changes, further adjustments have been made to ensure compliance with legislation, remove obsolete provisions and ensure clarity and consistency in language.

This document will be provided alongside the proposed agreement which we also encourage you to read in conjunction with the Fair Work Act 2009 (Cth).



How to use this summary:

- Review the key changes
- Refer to the proposed agreement
- If anything is unclear or you would like more information, talk to your leader or contact us agreement@endeavour.com.au

1. Application & Operation



Description	Explanation of Change
<p>Period of Operation <i>Clause 1.2</i></p>	<p>The proposed Agreement would be put into place for a period of 3 years, commencing 7 days after the approval by the FWC</p>
<p>Coverage <i>Clause 1.3</i></p>	<p>This clause has been updated to only include the parties who will be covered by this proposed Agreement, including the relevant Unions.</p>
<p>Definitions <i>Clause 1.6</i></p>	<p>The definitions contained in the proposed Agreement have been updated to reflect legislative compliance and the modernised content of the proposed Agreement.</p>
<p>The Award and the NES and this Agreement <i>Clause 1.7</i></p>	<p>This clause has been inserted into the proposed Agreement to set out that where there is an inconsistency between the National Employment Standards (NES) and the proposed Agreement, the NES provision will apply to the extent of the inconsistency.</p>
<p>Individual Flexibility Arrangements <i>Clause 1.8</i></p>	<p>This amendment aligns with, and is consistent with, the current model clause provided under the <i>Fair Work Regulations 2009</i> (Cth)(the FW Regulations). The clause sets out the ability to vary a number of the terms of the proposed Agreement to provide a specific employee with greater flexibility in relation to their employment conditions.</p>

2. Consultation & Dispute Resolution



Description	Explanation of Change
<p>Consultation <i>Clause 2.1 & 2.2</i></p>	<p>This clause has been updated to ensure compliance with the FW Regulations. With these updates the clause is consistent with the model clause provided by the FWC. The clause itself provides clear guidance in relation to consultation with Employees about major workplace change and changes to rosters and hours of work.</p>
<p>Dispute Resolution <i>Clause 2.3</i></p>	<p>This clause has been updated to ensure compliance with the FW Regulations. This clause is consistent with the requirements of the model clause and clearly sets out the dispute resolution process and associated steps that can be taken to resolve a dispute.</p>
<p>Joint Consultative Committee <i>Clause 2.4</i></p>	<p>This clause has been updated to provide a concise overview of the structure of the Joint Consultative Committee (JCC) and how frequently and by what method it will meet.</p>

3. Types of Employment, Termination & Redundancy



Description	Explanation of Change
<p>Probationary Period <i>Clause 3.1</i></p>	<p>This clause has been updated to provide a 6 month probationary period. This is aligned with the minimum employment period as contained in the Fair Work Act 2009 (Cth) (FW Act).</p>
<p>Fixed Term Employment <i>Clause 3.2.3</i></p>	<p>For compliance with legislative changes, this clause has been updated to restrict the use of fixed-term contracts to more limited time periods.</p>
<p>Part Time Employment <i>Clause 3.4</i></p>	<p>These provisions have been modernised to clearly set out the definition of part time employment which details that a part time employee is someone who “... is engaged to work less than 38 hours per week...”. Further amendments have also been made to include guidance on the review of guaranteed hours.</p>
<p>Casual Employment <i>Clause 3.5</i></p>	<p>The definition of a casual Employee has been inserted into the proposed Agreement and further guidance is provided in this clause to clearly set out what payments casual loading is provided in lieu of. In addition to this at clause 3.5.7, provisions have been inserted into the proposed Agreement relating to a casual employee’s right to conversion to permanent employment as contained in the NES. The clause now confirms that casual conversion at Endeavour Foundation is in accordance with the provisions of the NES.</p>
<p>Minimum payments for part-time and casual Employees <i>Clause 3.6</i></p>	<p>Minimum engagement has been condensed into one place within the proposed Agreement and provides the following entitlements for part time and casual employees:</p> <ul style="list-style-type: none"> • 2 hours – Disability Services Employees; • 3 hours – Social and Community Services Employees not engaged in Disability Services; Production Employees; and • 4 hours – Waste Management Employees.

Description	Explanation of Change
<p>Termination of employment <i>Clause 3.7</i></p>	<p>This clause has been modernised and simplified for readability. Provisions relating to circumstances where an employee does not provide adequate notice have been updated to clearly set out that Endeavour Foundation may deduct up to 1 weeks' wages due to an Employee not providing adequate notice.</p>
<p>Redundancy <i>Clause 3.8</i></p>	<p>This clause has been modernised to align with the provisions of the FW Act relating to redundancy entitlements. Severance pay has been updated to provide the following entitlements:</p> <ul style="list-style-type: none"> • Less than 1 year – Nil; • At least 1 year but less than 2 years – 4 weeks; • At least 2 years but less than 3 years - 6 weeks; • At least 3 years but less than 4 years – 7 weeks; • At least 4 years but less than 5 years – 8 weeks; • At least 5 years but less than 6 years – 10 weeks; • At least 6 years but less than 7 years – 11 weeks; • At least 7 years but less than 8 years – 13 weeks; • At least 8 years but less than 9 years – 14 weeks; • At least 9 years but less than 10 years – 16 weeks; • At least 10 years – 14 weeks.

5. Hours of Work



Description	Explanation of Change
<p>Ordinary Hours (Disability Support and Administrative Employees) <i>Clause 5.1.1 to 5.1.5</i></p>	<p>This clause has been updated to provide that the ordinary hours of work for an Employee will be 38 hours per week or an average of 76 hours per fortnight.</p> <p>The clause also now sets out how ordinary hours may be averaged, the maximum amount of hours per day, and the span of hours.</p>
<p>Ordinary Hours (Waste Management and Supported Employment Services Employees) <i>Clause 5.1.6</i></p>	<p>This clause has been inserted into the proposed Agreement to clearly set out the ordinary hours for Waste Management and Supported Employment Services Employees. Ordinary hours of work for these employees will be as follows:</p> <ul style="list-style-type: none"> • A maximum of 8 hours per day and not exceeding an average of 38 hours per week; • Hours of work will be between 4.00am -5.00 pm Monday to Friday for Waste Management Employees and 6.00am – 6.00pm Monday to Sunday for Supported Employment Services Employees.
<p>Rosters <i>Clause 5.1.7</i></p>	<p>This clause has been updated to reflect modern conditions and is aligned with the Social, Community, Home Care and Disability Services Industry Award 2010 (SCHADS Award).</p> <p>The clause clearly sets out that rosters will be displayed fortnightly and changes may be communicated in a variety of listed methods.</p>
<p>Change in roster <i>Clause 5.1.8</i></p>	<p>This clause has been updated to reflect modern conditions and is aligned with the SCHADS Award. The clause provides clear guidance for the consultation requirements which will be provided to employees where a change of roster is required.</p>
<p>Client Cancellation <i>Clause 5.1.10</i></p>	<p>Applying to Disability Support Employees, this clause has been inserted to provide for circumstances where clients cancel within 7 days of a scheduled service.</p> <p>The clause states that if this occurs, an Employee may be directed to attend to other work or have their rostered shift cancelled. It also clearly sets out how an Employee will be paid or be provided with make up time where appropriate. These practices are aligned with the SCHADS Award.</p>

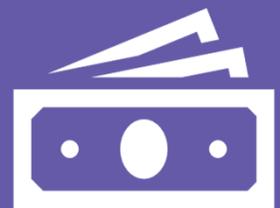
Description	Explanation of Change
<p style="text-align: center;">Meal breaks <i>Clause 5.2</i></p>	<p>This clause has been condensed to clarify that an Employee is entitled to unpaid meal breaks as follows:</p> <ul style="list-style-type: none"> • Employees – Where working in excess of five hours, will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes; • Supported Services Employees – The above break is to be taken no later than 5 hours after starting work unless otherwise agreed; • Waste Management Employees – The above break is to be taken within 5 ¼ hours of commencing duty. <p>The clause also now addresses what happens where an Employees is required to have their meal with a client and/or are unable to be relieved for their meal break will receive payment for this break.</p>
<p style="text-align: center;">Overtime rates (Social and community services Employees) <i>Clause 5.4.1</i></p>	<p>This overtime clause has been significantly expanded to modernise the relevant penalty rates and clearly set out the operation of overtime provisions for Employees. The relevant overtime rates for these employees are as follows:</p> <ul style="list-style-type: none"> • Monday to Saturday – 150% for the first 3 hours, 200% thereafter; • Sunday – 200%; and • Public Holidays – 250%. <p>A clause relating to overtime for part-time and casual Employees has also been added to the proposed Agreement to ensure clarity for these employees.</p>
<p style="text-align: center;">Overtime rates (Supported Services Employee) <i>Clause 5.4.2</i></p>	<p>This clause has been inserted into the proposed Agreement to provide clear guidance for Supported Services Employees as to what overtime rates apply to them. This includes payment at the following rates for full time and part time Employees:</p> <ul style="list-style-type: none"> • Monday to Saturday – 150% for the first 2 hours, 200% thereafter; and • Saturday after 12 pm or Sunday – 200%.

Description	Explanation of Change
<p>Overtime rates (Waste Management Employees) <i>Clause 5.4.3</i></p>	<p>This clause has been inserted into the proposed Agreement to provide clear guidance for Supported Services Employees of what overtime rates apply to them. This includes payment at the following rates:</p> <ul style="list-style-type: none"> • Full time and part time Employees – 150% for the first 2 hours, 200% thereafter; and • Casual Employees – 160% for the first 2 hours, 210% thereafter.
<p>Time off instead of payment for overtime <i>Clause 5.4.4</i></p>	<p>A clause addressing the ability to agree in writing to take time off instead of being paid overtime has been inserted into the proposed Agreement.</p>
<p>Recall to work overtime <i>Clause 5.4.6</i></p>	<p>To reflect changes implemented in the Modern Awards, this clause has been inserted to provide for minimum payments where an employee is recalled to work overtime after leaving their respective work location.</p> <p>The minimum payments are as set out below:</p> <ul style="list-style-type: none"> • Disability Support and Administrative Employees – 2 hours; and • Waste Management Employees – 3 hours for the first recall and 2 hours for any subsequent recall.
<p>Rest break during overtime – Disability support worker <i>Clause 5.4.7</i></p>	<p>This clause has been inserted to provide that a Disability Support Employee or Administrative Employee who is recalled to work overtime for more than 4 hours will be allowed a 20 minute meal break for every 4 hours of overtime.</p> <p>A meal allowance will also be payable where no meal is provided.</p>
<p>Shiftwork – Disability Support Workers <i>Clause 5.5</i></p>	<p>Significant provisions and explanation have been inserted into the proposed Agreement relating to the shift work provisions applying to Disability Support Workers. This clause clearly steps out the following:</p> <ul style="list-style-type: none"> • Definitions relating to afternoon and night shifts; • Shift allowances and applicable penalties; and • Broken Shifts.

Description	Explanation of Change
<p>Sleepovers <i>Clause 5.5.5</i></p>	<p>Previous sleepover provisions have been significantly expanded to provide a clear definition and qualifying criteria for the payment of sleepover allowances for Disability Support Employees.</p>
<p>Night Shift – Disability Support Worker <i>Clause 5.5.12</i></p>	<p>This clause has been inserted into the proposed Agreement to clearly provide for circumstances where a Disability Support Worker is required to perform a night shift they will be paid the relevant night shift rates.</p>
<p>Excursions <i>Clause 5.5.13</i></p>	<p>This clause has been inserted into the proposed Agreement to provide clarity to Disability Support Workers who are required to accompany clients on an excursion and how they will be paid for this time.</p> <p>Where required to supervise clients in excursion activities involving overnight stays the following will apply:</p> <ul style="list-style-type: none"> • Monday to Friday – Payment and ordinary time for hours worked between 8am and 6pm up to a maximum of 10 hours, agreement to accrue time instead of overtime, and payment of a sleepover allowance; • Weekend – Where required to work, the days worked in a two week cycle will not exceed 10 days.
<p>Remote work <i>Clause 5.5.14</i></p>	<p>This clause has been inserted into the proposed Agreement to address circumstances where a Disability Support Worker is required to complete remote work. The clause covers the following:</p> <ul style="list-style-type: none"> • Minimum payments for remote work; • Rates of pay for remote work; and • Other provisions and requirements applying to remote work.

Description	Explanation of Change
Shiftwork – All other Employees <i>Clause 5.6</i>	Similar to clause 5.5, this clause has been inserted to clearly set out all entitlements and details relating to shiftwork entitlements for Supported Employment Services Employees and Waste Management Employees .
Saturday and Sunday work <i>Clause 5.7</i>	This clause replaces the old “Weekend Work” clause and while the entitlements and penalty rates have not changed, further clarity is provided to employees in relation to how these penalty rates apply to all employee types, i.e. the clause clearly provides that penalty rates are non cumulative and how casual loading interacts with the applicable Saturday and Sunday rates of pay.

6. Wages & Related Matters



Description	Explanation of Change
<p>Wage Increases</p> <p>Wages Rates</p> <p><i>Clause 6.2</i></p> <p><i>Schedule B</i></p>	<p>Over the lifetime of the proposed Agreement, the following wage increases will apply:</p> <ul style="list-style-type: none"> • Seven days after approval of the proposed Agreement – 0.25%; • 1 July 2025 – The 2025 National Wage Order percentage increase plus 0.5% • 1 July 2026 – The 2025 National Wage Order percentage increase plus 0.75% • 1 July 2027 – The 2025 National Wage Order percentage increase plus 1.00%
<p>Progression</p> <p><i>Clause 6.3</i></p>	<p>This clause has been updated to provide that an employee will progress between pay points at the end of each 12 months of continuous service if the employee has demonstrated competency and satisfactory performance over that period.</p>
<p>Transition Principles for existing employees</p> <p><i>Clause 6.3.3</i></p>	<p>This clause has been inserted for clarity and provides that upon commencement of the proposed Agreement, employees will be informed in writing of their new classification</p> <p>This clause also provides that employees engaged prior to commencement of this agreement will:</p> <ul style="list-style-type: none"> • at a higher level and/or paypoint than they would otherwise be entitled to under this proposed Agreement and maintain their current rate of pay until the rates for the correct level and/or paypoint exceeds their current rate • at a lower level and/or paypoint than they would otherwise be entitled to under this proposed Agreement, will be reclassified to no less than the lowest paypoint of the next highest classification level. • For supported services employees, there will be no reduction in remuneration as a result of such transition.

Description	Explanation of Change
<p>Higher Duties <i>Clause 6.4</i></p>	<p>This clause has been expanded to provide clear guidance for all employee types. Below these entitlements are summarised per employee type:</p> <ul style="list-style-type: none"> • Disability Support Workers – will be paid the higher classification rate where they act in the higher role for 5 or more days; • All other Employees – will be paid at the higher classification rate where acting up for 2 or more hours; • Waste Management Employees – Where required to act in the higher classification on any one day, they are to be paid the higher classification rate for the whole day.
<p>Deduction from Wages <i>Clause 6.5.4</i></p>	<p>This clause has been expanded to provide clarity in relation to the circumstances in which Endeavour Foundation can make deductions. These relate to mistakes, payroll errors, or circumstances where an employee is not entitled to a payment that has been made.</p>
<p>Superannuation <i>Clause 6.8</i></p>	<p>The clause relating to superannuation entitlements has been updated to reflect legislative changes, clarify that employees will be entitled to the superannuation guarantee as increased from time to time, and the clause also now provides clearer guidance on voluntary employee contributions.</p>
<p>Allowances <i>Clause 6.9</i></p>	<p>Allowances contained within the proposed Agreement have been updated to reflect modern conditions. Additional allowances relating to the following have been inserted into the proposed Agreement:</p> <ul style="list-style-type: none"> • Travelling, transport and fares; • On call allowance; • Broken shift allowance; • Repair and replacement of clothing other than uniforms; • First aid allowance; • Leading hand allowance; • Industry allowance – Waste Management Employees; and • Toilet Cleaning allowance – Supported Services Employees. <p>These allowances will be reviewed after the National Wage Order and an increase may be applied administratively.</p>

8. Leave & Public Holidays



Description	Explanation of Change
<p>Annual Leave <i>Clause 8.1</i></p>	<p>Wording in this clause has been expanded to clearly outline to employees that annual leave entitlements are as provided for in the NES.</p> <p>The definition of a shiftworker, has also been updated to reflect that a shiftworker is an Employee who is “...regularly rostered to work their ordinary hours on a Saturday and/or Sunday (not less than 10 shifts in any 12 month period in respect of which their annual leave accrues)”</p> <p>Disability Services Employees that work more than 70 sleepovers per financial year will be entitled to an additional week of annual leave</p> <p>The ability for an employee to cash out leave and how excessive leave balances will be reduced has also been inserted into the proposed Agreement.</p>
<p>Personal/Carer’s Leave <i>Clause 8.2</i></p>	<p>This clause has been condensed for readability and clearly sets out an Employee’s entitlement to this type of leave and it what circumstances it can be accessed.</p>
<p>Compassionate Leave <i>Clause 8.3</i></p>	<p>This clause has been expanded to reflect modern provisions and clearly sets out the circumstances in which an Employee can access this leave.</p>
<p>Family and Domestic Violence Leave <i>Clause 8.4</i></p>	<p>This clause has been inserted to reflect Employee’s entitlement to 10 days’ paid leave when they are experiencing the impacts of family and domestic violence.</p>
<p>Long Service Leave <i>Clause 8.5</i></p>	<p>This clause has been simplified for readability. The clause clearly sets out that leave is as per the applicable legislation the employee is covered by and in what circumstances an employee is entitled to proportionate leave.</p>

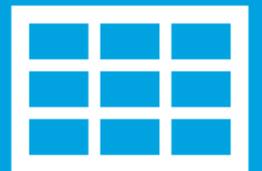
Description	Explanation of Change
<p>Parental Leave <i>Clause 8.6</i></p>	<p>This clause has been significantly expanded to set out all paid and unpaid parental leave entitlements that an Employee may be eligible for.</p>
<p>Community Services Leave <i>Clause 8.8</i></p>	<p>This clause has been inserted into the proposed Agreement to reflect the NES entitlement to Community Services Leave. The clause provides that an Employee who is engaged in an eligible community service activity may take unpaid leave.</p>
<p>Jury Leave <i>Clause 8.10</i></p>	<p>This clause has been updated to reflect current NES entitlements and provide clarification to employees of their entitlement to “<i>make up pay</i>” for the first 10 days that they attend jury duty.</p>
<p>Ceremonial Leave <i>Clause 8.11</i></p>	<p>This clause has been updated to include broader language and clarity around the entitlement to 10 days’ unpaid leave for ceremonial purposes.</p>
<p>Public Holidays <i>Clause 8.12</i></p>	<p>This clause has been significantly updated to reflect modern conditions and requirements under the NES. The clause now clearly provides guidance for payment on public holidays where they are required to be worked, and a minimum 4 hour payment for work on a public holiday.</p>

9. Miscellaneous



Description	Explanation of Change
<p>Workplace Delegates' Rights <i>Clause 9.1</i></p>	<p>To reflect recent legislative changes, this clause has been inserted into the proposed Agreement. It sets out workplace delegates rights' to representation, reasonable communication, reasonable access to the workplace and workplace facilities, and reasonable access to training.</p>
<p>Employee right to disconnect <i>Clause 9.2</i></p>	<p>In line with recent legislative changes, the right to disconnect now provided to employees through legislation has been included in the proposed Agreement for employee awareness and accessibility.</p>

Schedules



Description	Explanation of Change
Classification Structure <i>Schedule A</i>	The classification structure contained in the agreement has been updated and simplified to reflect the coverage of the proposed Agreement and clearly sets out the requirements and expectations for each classification.
Roster Consultation Guidelines <i>Schedule D</i>	The guidelines contained in this schedule have been inserted into the proposed Agreement to clearly set out the process that will be utilised where changes to rosters or hours of work may impact Disability Support Employees .

Schedule B – Wage Rates

From the first full pay period after:

Classification	The agreement takes effect – 0.25%
Level 1 Paypoint 1.1 Paypoint 1.2 Paypoint 1.3 Paypoint 1.4	\$23.52 \$24.16 \$24.79 \$25.04
Level 2 Paypoint 2.1 Paypoint 2.2 Paypoint 2.3 Paypoint 2.4	\$25.53 \$25.86 \$26.08 \$26.30
Level 3 Paypoint 3.1 Paypoint 3.2 Paypoint 3.3 Paypoint 3.4	\$27.23 \$27.84 \$28.44 \$29.08

Classification	The agreement takes effect – 0.25%
Level 4 Paypoint 4.1 Paypoint 4.2 Paypoint 4.3 Paypoint 4.4	\$29.71 \$30.21 \$30.92 \$31.66
Level 5 Paypoint 5.1 Paypoint 5.2 Paypoint 5.3 Paypoint 5.4	\$33.49 \$34.55 \$35.60 \$36.55
Level 6 Paypoint 6.1 Paypoint 6.2 Paypoint 6.3 Paypoint 6.4	\$37.44 \$38.52 \$39.34 \$40.15

Schedule C – Allowances

For all employees:

Allowance	Rate
Vehicle Allowance	\$0.99 per km

For Disability Support Workers:

Allowance	Rate
Broken shift allowance - 1 unpaid break	\$20.12 per broken shift
Broken shift allowance - 2 unpaid breaks	\$26.63 per broken shift
On call allowance - any 24 hour period or part thereof when on call between the time of finishing ordinary duty on Monday to the time of finishing ordinary duty on Friday	\$23.67
On call allowance - any other 24 hour period or public holiday, or part thereof	\$46.87
Repair and replacement of clothing reimbursement - not a uniform	Reimbursement for the reasonable cost incurred in repairing or replacing the clothing with a substitute item
Sleepover allowance	\$57.99 for each sleepover
First aid allowance - full-time	\$19.76 per week
First aid allowance - part-time or casual	\$0.52 per hour up to a maximum of \$19.76 per week
Meal allowance	\$16.20 for a meal

Schedule C – Allowances

For Waste Management Employees:

Allowance	Rate
First aid allowance	\$5.16 per day
Leading hand allowance - in charge of 4-8 Employees	\$0.73 per hour up to a maximum of \$27.84 per week
Leading hand allowance - in charge of 9-15 Employees	\$1.09 per hour up to a maximum of \$41.25 per week
Leading hand allowance - in charge of more than 15 Employees	\$1.49 per hour up to a maximum of \$56.72 per week
Meal allowance	\$20.43 per meal
Transport allowance	\$10.42 per day
Transport after overtime - reasonable means of transport unavailable	Employer provides transport home or payment at minimum rate calculated hourly for the time reasonably taken to return home

Schedule C – Allowances

For Supported Services Employees:

Allowance	Rate
First aid allowance	\$0.55 per hour up to a maximum of \$20.96 per week
Laundry allowance	\$0.70 per day
Leading hand allowance - applies to grade 4 and below <i>(in charge of 3-10 Employees)</i>	\$1.23 per hour
Leading hand allowance - applies to grade 4 and below <i>(in charge of 11-20 Employees)</i>	\$1.84 per hour
Leading hand allowance - applies to grade 4 and below <i>(in charge of more than 20 Employees)</i>	\$2.33 per hour
Meal allowance - overtime	\$13.70 for the first meal and \$13.70 for the second meal
Special or protective clothing reimbursement	Reimbursement for the cost of purchasing special and/or protective clothing
Toilet cleaning allowance	\$3.40 per shift up to a maximum of \$16.67 per week