



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Endeavour Foundation Limited T/A Endeavour Foundation
(AG2024/3953)

ENDEAVOUR FOUNDATION ENTERPRISE AGREEMENT 2024

Social, community, home care and disability services

DEPUTY PRESIDENT DOBSON

BRISBANE, 19 NOVEMBER 2024

Application for approval of the Endeavour Foundation Enterprise Agreement 2024

[1] This decision deals with an application made for approval of an enterprise agreement known as the *Endeavour Foundation Enterprise Agreement 2024* (**the Agreement**). The Application was made pursuant to s.185 of the *Fair Work Act 2009* (**the Act**) by Endeavour Foundation (**the Applicant**). The Agreement is a single enterprise agreement.

[2] The Notice of Employee Representational Rights (NERR) distributed to employees appears to describe a narrower coverage for the Agreement (and a slightly different name) to that which was eventually made. However, on the basis of the submissions made by the Applicant, on which all parties have had an opportunity to make submissions, I am satisfied that the Agreement would have been genuinely agreed to but for the minor procedural departure from the prescribed form requirements of the NERR under s.174(1A) of the Act and that the employees covered by the Agreement were not likely to have been disadvantaged by this. Accordingly, I exercise the discretion conferred by s.188(5) of the Act.¹

[3] The Australian Municipal, Administrative, Clerical and Services Union (**ASU**) has raised a number of issues with the Agreement, which it asserts to be obvious errors, defects or irregularities. The Applicant has reviewed those and agreed to make amendments to all but one of those. I am satisfied that this is appropriate. Those changes are:

- Clause 4.4 – Missing from the reference table – Contents Page updated to include clause 4.4 - Job Sharing;
- Clause 5.5.4 (a)(ii) – incorrectly references Clause 6.9.3(a) – Reference updated to clause 6.11.3(a);
- Clause 5.5.4(b)(iii) – incorrectly references Clause 6.9.3(b) which does not exist – Reference updated to clause 6.11.3(b);

¹ *Huntsman Chemical Company Australia Pty Limited T/A RMAX Rigid Cellular Plastics & Others* [2019] FWCFCB 318 [117].

- Clause 5.5.5(e) – incorrectly references Clause 5.5.4 – Reference updated to clause 5.5.5;
- Clause 9.1.6(a) – incorrectly references Clause 10.1.5 which does not exist – Reference updated to clause 9.1.5; and
- Clause 9.2.5(b) – incorrect references Clause 5.5.14 which does not exist – Referenced updated to clause 5.5.7.

The Employer has provided an updated copy of the Agreement which corrected these errors as outlined. I am satisfied that these issues each constitute an obvious error, defect, or irregularity and I amend the Agreement accordingly pursuant to s.218A of the Act.

[4] The Applicant has provided written undertakings. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[5] The views of each person who the Fair Work Commission knows is a bargaining representative for the Agreement have been sought in relation to the Undertakings.

[6] Pursuant to s.190(3) of the Act, I accept the undertakings.

[7] Subject to the undertakings referred to above, having regard to the Statement of Principles,² on the basis of the material contained in the application and accompanying declarations, I am satisfied that each requirement of ss186, 187 and 188 as are relevant to this application for approval have been met. The undertakings are taken to be a term of the Agreement.

[8] The Agreement does not contain a model flexibility term compliant with the Act. Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement

[9] I observe that the following provisions are likely to be inconsistent with the National Employment Standards (NES):

- Clause 3.7.9 and 3.9.10 – Abandonment terms in respect of entitlement to notice not precluded by an employee who has abandoned their employment.

However, noting clause 1.7.2 of the Agreement, I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[10] The Australian Workers Union (AWU) and the ASU have both lodged a Form F18 statutory declaration giving notice under s.183 of the Act that they each want the Agreement to cover them. In accordance with s.201(2) of the Act, I note the Agreement covers the AWU and the ASU.

[11] The AWU and the ASU both raised concerns regarding the Better Off Overall Test (BOOT). I have considered these submissions but have determined that given the more

² Fair Work (Statement of Principles on Genuine Agreement) Instrument 2023.

beneficial terms of the Agreement and the undertakings given, the Agreement passes the BOOT.

[12] The Agreement is approved and will operate from 26 November 2024. The nominal expiry date of the Agreement is 25 November 2027.



DEPUTY PRESIDENT

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Endeavour Foundation Enterprise Agreement 2024

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.

Note - the model flexibility term is taken to be a term of this agreement and can be found at the end of the agreement.

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PART 1 – APPLICATION AND OPERATION

1.1 Title

- 1.1.1 This Agreement will be known as the *Endeavour Foundation Enterprise Agreement 2024*.
- 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 to:
- (a) Achieve the organisation's vision, key result areas and objectives;
 - (b) Comply with the NDIS and other legislative requirements (State and Federal);
 - (c) Provide a safe and healthy working environment;
 - (d) Encourage and foster effective communication processes and productive workplace relationships;
 - (e) Facilitate realistic balances between organisational requirements and Employee responsibilities;
 - (f) Foster a fair and collaborative approach to financial sustainability; and
 - (g) Provide employment security and improved wages and conditions for Employees.

1.2 Period of operation

- 1.2.1 This Agreement shall commence operation seven (7) days after the date of approval by the Fair Work Commission.
- 1.2.2 This Agreement will operate for a period of three (3) years from the date of operation.
- 1.2.3 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 approval by the Fair Work Commission.

1.3 Coverage

- 1.3.1 This Agreement shall cover:
- (a) Endeavour Foundation (ABN: 80 009 670 704);
 - (b) Employees employed by Endeavour who provide direct supports for people with disability, or who directly supervise or provide administrative support for such employees, and production workers covered by the classification structure in accordance with Schedule A – Classification Structure, excluding employees we support;
 - (c) The Australian Municipal, Administrative, Clerical and Services Union (ASU); and
 - (d) The Australian Workers Union, Queensland Branch.

1.4 Area of operation

- 1.4.1 This agreement covers and applies to all employees engaged in operations throughout Australia and who are covered by the Enterprise Agreement coverage at clause 1.3 to the exclusion of any relevant modern award.

1.5 No extra claims

- 1.5.1 This Agreement comprehensively covers the terms and conditions of employment of Employees that this agreement applies to. No extra claims in respect of any employment matter will be pursued during the life of this Agreement.

1.6 Definitions

- 1.6.1 In this Agreement:

Agreement means the *Endeavour Foundation Enterprise Agreement 2024*.

Award means the:

- *Social, Community, Home Care and Disability Services Industry Award 2010*;
- *Supported Employment Services Award 2020*; and
- *Waste Management Award 2020*.

Commission means the Fair Work Commission.

Day means a 24 hour period from midnight to midnight.

Disability Support Work means the provision of disability services including the provision of personal care and domestic and lifestyle support to a person with a disability in a community and/or residential setting including respite centre and day services, and supported independent living.

Employee means national system Employee within the meaning of the FW Act.

Employer means Endeavour Foundation being a national system Employer within the meaning of the FW Act.

FW Act means the *Fair Work Act 2009* (Cth), or any successor, as amended.

Immediate Family of an Employee means:

- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee;
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee;
- (c) "spouse":
 - (i) means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes); and

- (ii) includes a former de facto partner of the Employee.
- (d) a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules; and
- (e) “child” includes:
 - (i) children or young persons in foster or kinship arrangements.

IFA mean an individual flexibility arrangement made in accordance with the FW Act.

MySuper product has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth).

NDIS means the National Disability Insurance Scheme.

NES means the National Employment Standards in accordance with Part 2-2 of the FW Act.

Ordinary rate means the base rate of pay payable for which an Employee would work as part of their ordinary hours of work excluding any loadings, incentive-based payments/bonuses, penalties, allowances and overtime.

Ordinary hours for a full-time Employee means an average of 38 hours per week not in excess of 76 hours in a fortnight.

Service and Continuous Service are defined by section 22 of the FW Act.

Supported employment services means services to support the paid employment and training of persons with disabilities, being persons:

- (a) for whom competitive employment at or above the relevant award wage is unlikely; and
- (b) who, because of their disabilities, need substantial ongoing support and training to obtain or retain paid employment.

Union/s means any relevant union that is signatory to this agreement listed at clause 1.3.1, or any other registered Employee organisation that has the right to represent the industrial interests of the Employees.

Waste management means the collection, transportation, handling, recycling and disposal of any waste material whatsoever (be it solid or liquid, organic, biological, medical, raw or natural, wholly or partly manufactured, decomposed or partly decomposed or in any other state or form and including all domestic, trade and industrial waste) and includes the operation of transfer stations, landfill sites, incinerators, recycling depots, yards or terminals, treatment plants, compost facilities, alternative waste treatment facilities and the operation of other facilities of the same kind.

1.6.2 Where this Agreement refers to a condition of employment provided for in the NES, the NES definition applies.

1.7 The Award and the NES and this Agreement

1.7.1 The NES and this Agreement contain the minimum conditions of employment for Employees covered by this Agreement. This Agreement replaces the

operation of any Award unless a specific provision of this Agreement states otherwise.

- 1.7.2 This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

1.8 Individual Flexibility Arrangements (IFA)

- 1.8.1 Despite anything else in this Agreement, the Employer and an individual Employee may agree to vary the application of the terms of this Agreement relating to any of the following in order to meet the genuine needs of both the Employee and the Employer:
- (a) arrangements for when work is performed;
 - (b) overtime rates;
 - (c) penalty rates;
 - (d) allowances; or
 - (e) annual leave loading.
- 1.8.2 An IFA must be one that is genuinely made by the Employer and the individual Employee without coercion or duress.
- 1.8.3 An IFA may only be made after the individual Employee has commenced employment with the Employer.
- 1.8.4 Where the Employer wishes to initiate the making of an IFA, they must:
- (a) give the Employee a written proposal; and
 - (b) if the Employer is aware that the Employee has, or reasonably should be aware that the Employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the Employee understands the proposal.
- 1.8.5 An IFA must result in the Employee being better off overall at the time the IFA is made than if the IFA had not been made.
- 1.8.6 An IFA must do all of the following:
- (a) state the names of the Employer and the Employee;
 - (b) identify the Agreement term, or Agreement terms, the application of which is to be varied;
 - (c) set out how the application of the Agreement term, or each Agreement term, is varied;
 - (d) set out how the IFA results in the Employee being better off overall at the time the IFA is made than if the IFA had not been made; and
 - (e) state the date the IFA is to start.

- 1.8.7 An IFA must be:
- (a) in writing; and
 - (b) signed by the Employer and the Employee and, if the Employee is under 18 years of age, by the Employee's parent or guardian.
- 1.8.8 Except as provided in clause 1.8.7(b), an IFA must not require the approval or consent of a person other than the Employer and the Employee.
- 1.8.9 The Employer must keep the IFA as a time and wages record and give a copy to the Employee.
- 1.8.10 The Employer and the Employee must genuinely agree, without duress or coercion to any variation of an award provided for by an IFA.
- 1.8.11 An IFA may be terminated:
- (a) at any time, by written agreement between the Employer and the Employee; or
 - (b) by the Employer or Employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).
- 1.8.12 If the Employer and Employee agree to an arrangement that purports to be an IFA and does not meet a requirement set out in section 144 of the FW Act, then the Employee or the Employer may terminate the arrangement by giving written notice of not more than 28 days.
- 1.8.13 An agreement terminated as mentioned in clause 1.8.11(b) ceases to have effect at the end of the period of notice required under that clause.
- 1.8.14 The right to make an IFA under this clause is additional to, and does not affect, any other term of this Agreement that provides for an agreement between the Employer and an individual Employee.

1.9 Requests for flexible working arrangements

- 1.9.1 An Employee may request change in working arrangements under the NES in accordance with section 65 of the FW Act.

PART 2 - CONSULTATION AND DISPUTE RESOLUTION

2.1 Consultation about major workplace change

- 2.1.1 If the Employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Employer must:
- (a) give notice of the changes to all Employees who may be affected by them and their representatives (if any);
 - (b) discuss with affected Employees and their representatives (if any);
 - (i) the introduction of the changes;
 - (ii) their likely effect on Employees;

- (iii) measures to avoid or reduce the adverse effects of the changes on Employees; and
 - (c) commence discussions as soon as practicable after a definite decision has been made.
- 2.1.2 For the purposes of the discussion under clause 2.1.1(b), the Employer must give in writing to the affected Employees and their representatives (if any) all relevant information about the changes including:
 - (a) their nature;
 - (b) their expected effect on Employees; and
 - (c) any other matters likely to affect Employees.
- 2.1.3 Clause 2.1.2 does not require the Employer to disclose any confidential information if its disclosure would be contrary to the Employer's interests.
- 2.1.4 The Employer must promptly consider any matters raised by the Employees or their representatives about the changes in the course of the discussion under clause 2.1.1(b).
- 2.1.5 In clause 2.1:
 - (a) significant effects, on Employees, includes any of the following:
 - (iv) termination of employment;
 - (v) major changes in the composition, operation or size of the Employer's workforce or in the skills required;
 - (vi) loss of, or reduction in, job or promotion opportunities;
 - (vii) loss of, or reduction in, job tenure;
 - (viii) alteration of hours of work;
 - (ix) the need for Employees to be retrained or transferred to other work or locations; or
 - (x) job restructuring.
- 2.1.6 Where this Agreement makes provision for alteration of any of the matters defined at clause 2.1.5, such alteration is taken not to have significant effect.

2.2 Consultation about changes to rosters or hours of work

- 2.2.1 Clause 2.2 applies if the Employer proposes to change the regular roster or ordinary hours of work of an Employee, other than an Employee whose working hours are irregular, sporadic or unpredictable.
- 2.2.2 The Employer must consult with any Employees affected by the proposed change and their representatives (if any).
- 2.2.3 For the purpose of the consultation, the Employer must:
 - (a) provide to the Employees and representatives mentioned in clause 2.2.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and

- (b) invite the Employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

2.2.4 The Employer must consider any views given under clause 2.2.3(b).

2.2.5 Clause 2.2 is to be read in conjunction with any other provisions of this Agreement concerning the scheduling of work or the giving of notice.

2.3 Dispute resolution

2.3.1 If a dispute relates to:

- (a) a matter arising under the Agreement;
- (b) the NES; or
- (c) a performance management or disciplinary related matter;

this term sets out procedures to settle the dispute.

2.3.2 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

2.3.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.

2.3.4 The stages that must be followed are:

(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 representative/s.

(b) Stage 2

If the grievance or dispute is not resolved in Stage 1, the Employee or the Employee's representative/s may refer the matter to the next higher level of management for discussion. This discussion should, if possible, take place within 24 hours to 48 hours after the request by the Employee or the Employee's representative/s.

(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 representative/s to the nominated manager for further discussion within 5 business days.

- 2.3.5 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Commission.
- 2.3.6 For matters arising under the Agreement or the NES, the Commission may deal with the dispute in 2 stages:
- (a) the Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) if the Commission is unable to resolve the dispute at the first stage, the Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a decision that is binding on the parties.
- 2.3.7 Where either party to the dispute is dissatisfied with a decision of the Commission, they may appeal the decision to the Full Bench of the Commission. The appeal will be subject to any applicable procedures of the Commission.
- 2.3.8 For matters arising about a performance management or disciplinary related matter the Commission may resolve the dispute by mediation, conciliation, expressing an opinion or making a recommendation.
- 2.3.9 While procedures are being followed under clause 2.3 in relation to a dispute:
- (a) work must continue in accordance with this Agreement and the FW Act; and
 - (b) an Employee must not unreasonably fail to comply with any direction given by the Employer about performing work, whether at the same or another workplace, that is safe and appropriate for the Employee to perform.
- 2.3.10 Clause 2.3.9 is subject to any applicable work health and safety legislation.

2.4 Joint Consultative Committee

- 2.4.1 A Joint Consultative Committee (JCC) will be established and will comprise of Employees, relevant unions, and nominated representatives from Endeavour. The JCC provides the opportunity for the exchange of information on workplace matters arising out of the Agreement and opportunities for improvement.
- 2.4.2 The group will meet at least quarterly, and further meetings may be scheduled on an as needs basis, following agreement by the Chair and a Union. For Employee representatives outside of the Brisbane City Council local government area, they will participate by either telephone hook-up or video conferencing.

PART 3 - TYPES OF EMPLOYMENT, TERMINATION AND REDUNDANCY

3.1 Probationary Period

- 3.1.1 An Employee, other than a casual, upon commencement may be engaged for a probationary period of up to six (6) months which is the minimum employment period.
- 3.1.2 The Employee will be advised of the minimum employment period prior to their commencement of employment.
- 3.1.3 The Employer during the minimum employment period shall complete a probationary review, where feedback on the work performance of the Employee will be given by their leader.
- 3.1.4 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 timeframes by which satisfactory performance is required to be achieved by the Employee.
- 3.1.5 The Employer will provide training and support to assist the Employee to meet the required work standard.
- 3.1.6 During the minimum employment period, an Employee is entitled to one week's notice in writing should their employment be terminated.
- 3.1.7 A minimum employment 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.

3.2 Types of employment

- 3.2.1 Employees under this Agreement will be employed in one of the following categories:
 - (a) full-time employment;
 - (b) part-time employment; or
 - (c) casual employment.
- 3.2.2 At the time of engagement the Employer will inform each Employee in writing of the terms of their engagement and in particular whether they are to be full-time, part - time or casual.
- 3.2.3 A full-time or part-time Employee may be engaged on a fixed term basis. Fixed term means an Employee who has a contract that terminates after:
 - (a) a set date;
 - (b) period of time; or
 - (c) a project;that does not exceed more than 2 years including renewals and extensions.

3.3 Full Time Employment

3.3.1 A full-time Employee will be engaged to work an average of 38 ordinary hours per week not in excess of 76 ordinary hours per fortnight.

3.4 Part Time Employment

3.4.1 Part-time employment

- (a) A part-time Employee is one who is engaged to work less than 38 hours per week or an average of less than 38 hours per week and who has reasonably predictable hours of work.
- (b) The terms of this award will apply to part-time Employees on a pro-rata basis on the basis that the ordinary weekly hours of work for full-time Employees are 38.
- (c) Before commencing employment, the Employer and Employee will agree in writing on:
 - (i) a regular pattern of work including the number of ordinary hours to be worked each week (the guaranteed hours); and
 - (ii) the days of the week the Employee will work and the starting and finishing times each day.
- (d) The agreed regular pattern of work does not necessarily have to provide for the same guaranteed hours each week.
- (e) The agreement made pursuant to clause 3.4.1(c) may subsequently be varied by agreement between the Employer and Employee in writing. Any such agreement may be ongoing or for a specified period of time.
- (f) The Employer must not require a part-time Employee to work additional hours in excess of their guaranteed hours. However, an Employee may agree to work hours that are additional to their guaranteed hours.

3.4.2 Review of guaranteed hours

- (a) Where a part-time Employee has regularly worked more than their guaranteed hours for at least 12 months, the Employee may request in writing that the Employer vary the agreement made under clause 3.4.1(c), or as subsequently varied under clause 3.4.1(e), to increase their guaranteed hours.
- (b) The Employer must respond in writing to the Employee's request within 21 days.
- (c) The Employer may refuse the request only on reasonable business grounds.
- (d) Before refusing a request made under clause 3.4.2(a), the Employer must discuss the request with the Employee and genuinely try to reach agreement on an increase to the Employee's guaranteed hours that will give the Employee more predictable hours of work and reasonably accommodate the Employee's circumstances.

- (e) If the Employer and Employee agree to vary the agreement made under clause 3.4.1(c), the Employer's written response must record the agreed variation.
- (f) If the Employer and Employee do not reach agreement, the Employer's written response must set out the grounds on which the Employer has refused the Employee's request.
- (g) Clause 3.4.2 is intended to operate in conjunction with clause 3.4.1(e) and does not prevent an Employee and the Employer from agreeing to vary the agreement made under clause 3.4.1(c) in other circumstances.
- (h) An Employee cannot make a request for a review of their guaranteed hours when:
 - (i) The Employee has refused a previous offer to increase their guaranteed hours in the last 6 months; or
 - (ii) The Employer refused a request from the Employee to increase their guaranteed hours based on reasonable business grounds in the last 6 months.

3.5 Casual employment

- 3.5.1 A person is a casual Employee if they accept an offer for a job knowing that there is no firm advance commitment to ongoing work with an agreed pattern of work.
- 3.5.2 A casual Employee will be paid per hour calculated at the rate of 1/38th of the weekly rate appropriate to the Employee's classification. In addition, a loading of 25% of that rate will be paid.
- 3.5.3 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.
- 3.5.4 The employment of casual Employees may be terminated by either Endeavour or Employee at any time by either party giving two hours' notice.
- 3.5.5 The casual loading is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other conditions of full-time or part-time employment.
- 3.5.6 A casual Employee working overtime or outside ordinary hours will be paid the overtime rate in clause 5.4.
- 3.5.7 Under the NES Division 4A, casual Employees have the right to access a pathway to become a permanent full-time or part-time Employee, in some circumstances. This is also known as 'casual conversion'. Certain eligibility requirements need to be met for this to occur. Casual Employees may be able to request that the Employer converts their employment to full-time or part-time (permanent) in some circumstances.

3.6 Minimum payments for part-time and casual Employees

3.6.1 Part-time and casual Employees will be paid for the following minimum number of hours, at the appropriate rate, for each shift or period of work in a broken shift:

- (a) Social and community services Employees (when undertaking disability services work) - 2 hours;
- (b) Social and community services Employees (other than undertaking disability services work) - 3 hours;
- (c) Production Employees - 3 hours;
- (d) Waste management Employees - 4 hours.

3.7 Termination of employment

3.7.1 The Employer 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

3.7.2 In addition to the notice in clause 3.7.1, Employees 45 years old or over and who have completed at least two years' continuous service with the Employer will be entitled to an additional week's notice from the Employer.

3.7.3 The notice of termination required to be given by an Employee is the same as that required of the Employer except that the Employee does not have to give additional notice based on the age of the Employee.

3.7.4 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.

3.7.5 If an Employee who is at least 18 years old does not give the period of notice required under clause 3.7.3, then the Employer may deduct from wages due to the Employee under this Agreement an amount that is no more than one week's wages for the Employee.

3.7.6 If the Employer has agreed to a shorter period of notice than that required under clause 3.7.3, then no deduction can be made under clause 3.7.5.

3.7.7 Any deduction made under clause 3.7.5 must not be unreasonable in the circumstances.

3.7.8 Where the Employer has given notice of termination to an Employee, the Employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with the Employer.

- 3.7.9 An Employee who is absent without the Employer's consent and who does not, during such time, establish to the Employer's satisfaction a reasonable cause for the absence, will be deemed to have abandoned their employment.
- 3.7.10 The Employer will contact the Employee in writing, care of their last known address to advise them that abandonment of employment is at risk of occurring.

3.8 Redundancy

- 3.8.1 An Employee is entitled to be paid redundancy pay by the Employer if the Employee's employment is terminated:
- (a) at the Employer's initiative because the Employer no longer requires the job done by the Employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or
 - (b) because of the insolvency or bankruptcy of the Employer.
- 3.8.2 Transfer to lower paid duties on redundancy
- (a) Clause 3.8.2 applies if, because of redundancy, an Employee is transferred to new duties to which a lower ordinary rate of pay applies.
 - (b) The Employer may:
 - (i) give the Employee notice of the transfer of at least the same length as the Employee would be entitled to under section 117 of the FW Act as if it were a notice of termination given by the Employer; or
 - (ii) transfer the Employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the Employer pays the Employee as set out in clause 3.8.2(c).
 - (c) If the Employer acts as mentioned in clause 3.8.2(b)(ii), the Employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the Employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the Employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the Employee in the second role for the period for which notice was not given.
- 3.8.3 Employee leaving during redundancy notice period
- (a) An Employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the FW Act.
 - (b) The Employee is entitled to receive the benefits and payments they would have received under clause 3.8.5, or under sections 119 to 123 of the FW Act, had they remained in employment until the expiry of the notice.

- (c) However, the Employee is not entitled to be paid for any part of the period of notice remaining after the Employee ceased to be employed.

3.8.4 Job search entitlement

- (a) Where the Employer has given notice of termination to an Employee in circumstances of redundancy, the Employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the FW Act for the purpose of seeking other employment.
- (b) If an Employee is allowed time off without loss of pay of more than one day under clause 3.8.4(a), the Employee must, at the request of the Employer, produce proof of attendance at an interview.
- (c) A statutory declaration is sufficient for the purpose of clause 3.8.4(b).
- (d) An Employee who fails to produce proof when required under clause 3.8.4(b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clause 3.7.8.

3.8.5 Severance pay

- (a) In addition to the period of notice prescribed for ordinary termination in clause 3.7.1, and subject to further order of the Commission, an Employee whose employment is terminated for reasons of redundancies set out in clause 3.8.1 will be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	Nil
At least 1 year but less than 2 years	4
At least 2 years but less than 3 years	6
At least 3 years but less than 4 years	7
At least 4 years but less than 5 years	8
At least 5 years but less than 6 years	10
At least 6 years but less than 7 years	11
At least 7 years but less than 8 years	13
At least 8 years but less than 9 years	14
At least 9 years but less than 10 years	16
At least 10 years	14

3.8.6 Variation of redundancy pay for other employment

- (a) If an Employee is entitled to be paid an amount of redundancy pay by the Employer and the Employer obtains other acceptable employment for the Employee. On application by the Employer, the Commission may determine that the amount of redundancy pay is reduced to a specified amount (which may be nil) that the Commission considers appropriate.

3.8.7 Clause 3.8 will not apply:

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

PART 4 — WORKFORCE MOBILITY

4.1 Transfer of Employee

4.1.1 The Employer will have the right to move an Employee from one facility to another and/or direct them to remain away from the workplace without a reduction in pay, as a result of:

- (a) Formal allegations of violence, abuse, neglect and/or exploitation;
- (b) Valid and reasonable request by the client/family/guardian/advocate;
- (c) Request by the Employee and where a consenting Employee can be found also transferred;
- (d) A reportable incident notified to the NDIS Commission; or
- (e) Workplace health and safety requirements.

4.1.2 The Employer will notify the Employee prior to such move.

4.2 Mobility

4.2.1 Employees will be employed in a particular region as outlined in their employment contract. The Employer may direct an Employee to carry out such duties as are within the limits of the Employee's skill, competence and training, consistent with the respective classification.

4.2.2 Subject to operational requirements, Employees may be required to work across the Employer's services and locations including, an emergent requirement; unplanned absence; short-term absences or any other form of service delivery irregularity requiring Employees to relieve at another location or role.

4.2.3 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.

4.3 Permanent Transfers

4.3.1 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.

4.3.2 All permanent transfers must be by agreement in writing between the Employee and the Employer. Where agreement cannot be reached, the terms

of the Dispute Resolution contained within this agreement shall apply. Prior to any Employee being transferred consultation will take place between the Employer and Employee and where relevant their representative.

- 4.3.3 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.

4.4 Job Sharing

- 4.4.1 Proposals for job sharing of selected roles within the Employer's services will be considered.
- 4.4.2 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.
- 4.4.3 Job sharing will only be approved if the person(s) is/are satisfactory to the Employer, of equal or greater skills or abilities than the original staff member, and the continuity of support for service users is not affected.

PART 5 — HOURS OF WORK

5.1 Ordinary Hours

- 5.1.1 The ordinary hours of work for disability support workers and administrative Employees will be 38 hours per week or an average of 76 hours per fortnight and will be worked either:
- (a) in a week of five days in shifts not exceeding eight hours each;
 - (b) in a fortnight of 76 hours in 10 shifts not exceeding eight hours each; or
 - (c) in a four week period of 152 hours to be worked as 19 shifts of eight hours each, subject to practicality.
- 5.1.2 By agreement, the ordinary hours in clause 5.1.1 may be worked up to 10 hours per shift.
- 5.1.3 The ordinary hours of work in clause 5.1.1 will be worked in the following span of hours:
- (a) Day worker - between 6.00 am and 8.00 pm Monday to Sunday; and
 - (b) Shiftworker - in accordance with clauses 5.5 and 5.6.
- 5.1.4 Rostered days off
- (a) Employees, other than a casual employee, will be free from duty for not less than two full days in each week or four full days in each fortnight or eight full days in each 28 day cycle. Where practicable, days off will be consecutive.
- 5.1.5 Rest breaks between rostered work
- (a) An employee will be allowed a break of not less than 10 hours between the end of one shift or period of work and the start of another;

- (b) Notwithstanding the provisions of subclause (a), by agreement between the employee and the employer, the break between:
 - (i) the end of a shift and the commencement of a shift contiguous with the start of a sleepover; or
 - (ii) a shift commencing after the end of a shift contiguous with a sleepover;

may not be less than eight hours.

5.1.6 The ordinary hours of work for waste management and supported employment services Employees are a maximum of 8 hours per day (excluding meal breaks) and not exceeding an average of 38 hours per week and will be worked between:

- (a) 4.00am and 5.00 pm Monday to Friday – Waste management Employees; and
- (b) 6.00 am and 6.00 pm Monday to Sunday – Supported employment services Employees.

Starting and finishing times must be fixed for each Employee on the same day of each week, however the Employer may alter an Employee's starting and finishing times on 7 days' notice unless by a shorter period agreed to by the Employee.

5.1.7 Rosters

- (a) The ordinary hours of work for each Employee will be displayed on a fortnightly roster in a place conveniently accessible to Employees. The roster will be posted at least two weeks before the commencement of the roster period.
- (b) Rostering arrangements and changes to rosters may be communicated by telephone, direct contact, mail, email, facsimile or any electronic means of communication.
- (c) It is not obligatory for the Employer to display any roster of the ordinary hours of work of casual or relieving staff.

5.1.8 Change in roster

- (a) At least seven days' calendar notice will be given of a change in a roster subject to clause 5.1.9.
- (b) However, a roster may be changed at any time:
 - (i) if the change is proposed by an Employee to accommodate an agreed shift swap with another Employee, subject to the agreement of the Employer;
 - (ii) to enable the service of the organisation to be carried on where another Employee is absent from duty on account of illness, or in an emergency; or
 - (iii) if the affected Employees agree to the proposed change.
- (c) This clause will not apply where the only change to the roster of a part-time Employee is the mutually agreed addition of extra hours to be

worked such that the part-time Employee still has four rostered days off in that fortnight or eight rostered days off in a 28 day roster cycle, as the case may be.

5.1.9 During the notice period in clause 5.1.8(a), the Employer will:

- (a) Commence consultation with the affected Employee/s once the decision for roster change has been made.
- (b) Provide Employees the opportunity to provide feedback on their views about the impact (including any impact in relation to their family and caring responsibilities). Employees that are not impacted are not included in the roster change or consultation process.
- (c) After 7 calendar days from the notice given in 5.1.8(a) provide affected Employee/s with a final roster for commencement from the start of the next full payroll cycle.
- (d) Depending on the scale of the change, and number of sites impacted the Employer may choose to extend these timelines.
- (e) For an individual roster change, the Employer will provide to an affected Employee and their representative, at the commencement of consultation an information pack containing:
 - (i) Impacted site name/s;
 - (ii) A copy of the current roster;
 - (iii) A copy of the proposed roster;
 - (iv) Any changes to the Employee's contract of employment and guaranteed hours;
 - (v) Relevant clauses under the Agreement relating to roster changes;
 - (vi) EAP information; and
 - (vii) For changes to rosters or hours of work for disability support workers, across more than one site/house/location, clause 5.1.8 shall be read in conjunction with the Roster Consultation Guidelines in Schedule D.

5.1.10 Client cancellation

- (a) Clause 5.1.10 applies where a client cancels a scheduled disability service, within 7 days of the scheduled service, which a full-time or part-time Employee was rostered to provide. For the purposes of clause 5.1.10, a client cancellation includes where a client reschedules a disability service.
- (b) Where a service is cancelled by a client under clause 5.1.10, the Employer may either:
 - (i) direct the Employee to perform other work during those hours in which they were rostered in accordance with clause 4.2; or
 - (ii) cancel the rostered shift or the affected part of the shift.

- (c) Where clause 5.1.10(b)(i) applies, the Employee will be paid the amount payable had the Employee performed the cancelled service or the amount payable in respect of the work actually performed, whichever is the greater.
- (d) Where clause 5.1.10(b)(ii) applies, the Employer must either:
 - (i) pay the Employee the amount they would have received had the shift or part of the shift not been cancelled; or
 - (ii) subject to clause 5.1.10(e), provide the Employee with make-up time in accordance with clause 5.1.10(f).
- (e) The make-up time arrangement can only be used where the Employee was notified of the cancelled shift (or part thereof) at least 12 hours prior to the scheduled commencement of the cancelled service. If less than 12 hours' notice is provided, clause 5.1.10(d)(i) applies.
- (f) Where the Employer elects to provide make-up time:
 - (i) the Employer must provide the Employee with 7 days' notice of the make-up time (or a lesser period by agreement with the Employee);
 - (ii) the make-up time must be worked within 6 weeks of the date of the cancelled service;
 - (iii) the Employer must consult with the Employee in accordance with clause 2.2 regarding when the make-up time is to be worked;
 - (iv) the make-up time can include work with other clients or in other areas of the Employer's business provided the Employee has the skill and competence to perform the work; and
 - (v) an Employee who works make-up time will be paid the amount payable had the Employee performed the cancelled service or the amount payable in respect of the work actually performed, whichever is the greater.
- (g) Clause 5.1.10 is intended to operate in conjunction with clause 5.1.8 and does not prevent the Employer from changing a roster under clause 5.1.8(b).

5.2 Meal breaks

- 5.2.1 Each Employee who works 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 duration, to be taken at a mutually agreed time after commencing work, and:
- (a) for Supported services Employees, no later than 5 hours after starting work unless otherwise agreed between the Employer and Employee;
 - (b) for Waste management Employees, within 5 and a quarter hours of commencing duty.

- 5.2.2 Where an Employee is required to work during a meal break and continuously thereafter, they will be paid overtime for all time worked until the meal break is taken.
- 5.2.3 Where an Employee is required by the Employer to have a meal with a client or clients as part of the normal work routine or client program, or if they are unable to be relieved for a meal break and must have their meal during working time, they will be paid for the duration of the meal period at the ordinary rate of pay, and clauses 5.2.1 and 5.2.2 do not apply. This paid meal period is to be counted as time worked.

5.3 Rest pauses

- 5.3.1 Employees will be entitled to a paid 10 minute rest pause in each four hours worked and are taken to be part of the Employee's working time.
- 5.3.2 Where the Employer 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.

5.4 Overtime rates

5.4.1 Social and community services Employees

- (a) Full-time Employees - for all work done in addition to their rostered ordinary hours on any day and, in the case of day workers, for work done outside the span of hours under clause 5.1.3:
- (i) for all authorised overtime on Monday to Saturday, payment will be made at the rate of time and a half for the first 2 hours and double time thereafter;
 - (ii) for all authorised overtime on a Sunday, payment will be made at the rate of double time;
 - (iii) for all authorised overtime on a public holiday, payment will be made at the rate of double time and a half; and
 - (iv) overtime rates under this clause will be in substitution for, and not cumulative upon, the shift premiums prescribed in clauses 5.5 and 5.6, and Weekend work premiums prescribed in clause 5.7.
- (b) Part-time Employees and casual Employees
- (i) All time worked by part-time or casual Employees in excess of 38 hours per week or 76 hours per fortnight will be paid for at the rate of time and a half for the first 2 hours and double time thereafter, except that on Sundays such overtime will be paid for at the rate of double time and on public holidays at the rate of double time and a half.
 - (ii) All time worked by part-time or casual Employees which exceeds 10 hours per day, will be paid at the rate of time and a half for the first 2 hours and double time thereafter, except on Sundays when overtime will be paid for at the rate of

double time, and on public holidays at the rate of double time and a half.

- (iii) Time worked up to the hours prescribed in clause 5.4.1(b) will, subject to clause 5.4.1(a) not be regarded as overtime and will be paid for at the ordinary rate of pay (including the casual loading in the case of casual Employees).
- (iv) All time worked outside the span of hours by part-time and casual day workers will be paid for at the rate of time and a half for the first two hours and double time thereafter, except that on Sundays such overtime will be paid for at the rate of double time and on public holidays at the rate of double time and a half.
- (v) Overtime rates payable under clause 5.4.1(b) will be in substitution for and not cumulative upon the shift premiums prescribed in clause clauses 5.5 and 5.10 and are not applicable to ordinary hours worked on a Saturday or Sunday.

5.4.2 Supported services Employees

- (a) Subject to clause 5.4.4, all time worked outside the ordinary hours of work will be overtime and will be paid for:

For overtime worked on	Overtime Rate % of ordinary hourly rate	
	Full-time and part-time Employees	Casual Employees
Monday to Saturday—first 2 hours	150	175
Monday to Saturday—after 2 hours	200	225
Saturday—after 12.00 pm (where not part of an Employee's ordinary shift)	200	225
Sunday	200	225

NOTE: The overtime rates for casual Employees have been calculated by adding the casual loading prescribed by clause 3.5.2 to the overtime rates for full-time and part-time Employees prescribed by clause 5.4.2(a)

- (b) In computing overtime, each day's work will stand alone.

5.4.3 Waste management Employees

- (a) Work done outside ordinary hours by full-time and part-time Employees must be paid for at 150% of the ordinary hourly rate calculated hourly for the first 2 hours and 200% after 2 hours.
- (b) Work done outside ordinary hours by casual Employees must be paid for at 160% of the ordinary hourly rate calculated hourly for the first 2 hours and 210% after 2 hours.

- (c) Except as provided in clauses 5.4.3(a), (b) and 5.4.5, in computing overtime each day's work will stand alone.

5.4.4 Time off instead of payment for overtime

- (a) An Employee and the Employer may agree in writing to the Employee taking time off instead of being paid for a particular amount of overtime that has been worked by the Employee.
- (b) Any amount of overtime that has been worked by an Employee in a particular pay period and that is to be taken as time off instead of the Employee being paid for it must be the subject of a separate agreement under clause 5.4.4.
- (c) The period of time off that an Employee is entitled to take is the same as the number of overtime hours worked.

Example: By making an agreement under clause 5.4.4, an Employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (d) Time off must be taken:
 - (i) within the period of 3 months after the overtime is worked; and
 - (ii) at a time or times within that period of 3 months agreed by the Employee and the Employer.
- (e) If the Employee requests at any time, to be paid for overtime covered by an agreement under clause 5.4.4, but not taken as time off, the Employer must pay the Employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked, based on the rates of pay applying at the time payment is made.
- (f) If time off for overtime that has been worked is not taken within the period of 3 months mentioned in paragraph (d), the Employer must pay the Employee for the overtime, in the next pay period following those 3 months, at the overtime rate applicable to the overtime when worked, based on the rates of pay applying at the time payment is made.
- (g) If, on the termination of the Employee's employment, time off for overtime worked by the Employee to which clause 5.4.4 applies has not been taken, the Employer must pay the Employee for the overtime at the overtime rate applicable to the overtime when worked, based on the rates of pay applying at the time payment is made.
- (h) The Employer must keep a copy of any agreement under clause 5.4.4 as an Employee record.
- (i) The Employer must not exert undue influence or undue pressure on an Employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An Employee may, under section 65 of the FW Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the Employer and the Employee, instead of being paid for overtime worked by the Employee. If the Employer agrees to the request, then clause 5.4.4 will apply, including the requirement for separate written agreements under 5.4.4(b) for overtime that has been worked.

- (k) A request made under clause 5.4.4(j) may only be refused by the Employer on reasonable grounds.
- (l) A person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 5.4.4.

5.4.5 Rest period after overtime

- (a) An Employee, other than a casual, who works so much overtime between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift that they have not had at least 10 consecutive hours off duty between those times, will be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
- (b) If, on the instructions of the Employer, such an Employee resumes or continues work without having had 10 consecutive hours off duty, they will be paid at the rate of double time until they are released from duty for such rest period and they will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

5.4.6 Recall to work overtime

- (a) A Disability support worker or an Administrative Employee who is recalled to work overtime after leaving the workplace and requested by the Employer to attend a workplace in order to perform such overtime work will be paid for a minimum of two hours' work at the appropriate rate for each time recalled. If the work required is completed in less than two hours the Employee will be released from duty.
- (b) A Waste management Employee (recalled to work overtime after leaving the Employer's depot, yard or garage (whether notified before or after leaving the depot, yard or garage) is to be paid for a minimum of 3 hours' work for the first recall and a minimum of 2 hours for each subsequent recall, subject to:
 - (i) The Employee is not to be required to work the full minimum hours referred to in clause 5.4.6(b) if the job the Employee was recalled to perform is completed within a shorter period except in the case of unforeseen circumstances.
 - (ii) Clause 5.4.6(b) does not apply in cases where it is customary for an Employee to return to the Employer's premises to perform a specific job outside ordinary hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary hours.
 - (iii) Overtime worked under clause 5.4.6 is not to be regarded as overtime for the purposes of clause 5.4.5 where the actual time worked is less than the minimum hours.

5.4.7 Rest break during overtime – Disability support workers and Administrative Employees

- (a) A Disability support worker or Administrative employee recalled to work overtime after leaving the Employer's or client's premises and who is required to work for more than four hours will be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours' overtime; all such time will be counted as time worked.
- (b) The meals referred to in clause 5.4.7(a) will be allowed to the Employee free of charge. Where the Employer is unable to provide such meals, a meal allowance, as prescribed in clause 6.9.6, will be paid to the Employee concerned.

5.5 Shiftwork, Broken Shifts, Sleepover and Remote Work – Disability Support Workers and Administrative Employees

5.5.1 Engagement in shiftwork

Where the Employer wishes to engage an Employee in shiftwork, the Employer will advise the Employee in writing, specifying the period over which the shift is ordinarily worked.

5.5.2 Definitions

- (a) Afternoon shift means any shift which finishes after 8.00 pm and at or before 12 midnight Monday to Friday.
- (b) Night shift means any shift which finishes after 12 midnight or commences before 6.00 am Monday to Friday.
- (c) A public holiday shift means any time worked between midnight on the night prior to the public holiday and midnight of the public holiday.

5.5.3 Shift allowances and penalty rates

- (a) An Employee who works an afternoon shift will be paid a loading of 12.5% of their ordinary rate of pay for the whole of such shift.
- (b) An Employee who works a night shift will be paid a loading of 15% of their ordinary rate of pay for the whole of such shift.
- (c) An Employee who works a public holiday shift will be paid a loading of 150% of their ordinary rate of pay for that part of such shift which is on the public holiday.
- (d) Shifts are to be worked in one continuous block of hours that may include meal breaks and sleepovers, except where broken in accordance with clause 5.5.4.

5.5.4 Broken shifts

This clause only applies to Social and community services Employees when undertaking disability services work.

- (a) Broken shift with 1 unpaid break:

- (i) The Employer may only roster an Employee to work a broken shift of 2 periods of work with 1 unpaid break (other than a meal break).
 - (ii) An Employee rostered to work a broken shift with 1 unpaid break must be paid the allowance in clause 6.11.3(a).
- (b) Agreement to work a broken shift with 2 unpaid breaks:
- (i) Despite clause 5.5.4(a), the Employer and an Employee may agree that the Employee will work a broken shift of 3 periods of work with 2 unpaid breaks (other than meal breaks).
 - (ii) An agreement under clause 5.5.4(b)(i) must be made before each occasion that the Employee is to work a broken shift with 2 unpaid breaks unless the working of the 2 break broken shift is part of the agreed regular pattern of work in an agreement made under clause 3.4.1(c) or subsequently varied.
 - (iii) An Employee who works a broken shift with 2 unpaid breaks must be paid the allowance in clause 6.11.3(b).
- (c) Where a break in work falls within a minimum payment period in accordance with clause 3.6 then it is to be counted as time worked and does not constitute a break in a shift for the purposes of clause 5.5.4(a)(i) or clause 5.5.4(b)(i).
- (d) Payment for a broken shift will be at ordinary pay with weekend, overtime and public holiday penalty rates to be paid in accordance with clauses 5.5, 5.7 and 8.12.
- (e) An Employee must be paid the shift allowances in accordance with clause 5.5.3 in relation to work performed on a broken shift, provided that:
- (i) The shift allowances are only payable in respect of periods of work in a broken shift that satisfy the definitions of afternoon shift, night shift and public holiday shift, as defined by clause 5.5.2 and in accordance with clause 5.5.4(e)(i).
 - (ii) The night shift allowance is not payable for work performed on a night shift that commences before 6.00 am.
 - (iii) Example: If an employee performs work on a broken shift from 9.00 am to 11.00am (first period of work) and then from 5.30 pm to 8.30 pm (second period of work), the afternoon shift allowance will be payable on the second period of work only.
- (f) The span of hours for a broken shift is up to 12 hours. All work performed beyond a span of 12 hours will be paid at double time.
- (g) An Employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.

5.5.5 Sleepover

A sleepover means when the Employer requires an Employee to sleep overnight at premises where the client for whom the Employee is responsible

is located (including respite care) and is not an excursion pursuant to clause 5.5.6.

- (a) The provisions of clause 5.1.8 apply for a sleepover. An Employee may refuse a sleepover in the circumstances contemplated in 5.1.8(a) but only with reasonable cause.
- (b) The span for a sleepover will be a continuous period of 8 hours. Employees will be provided with a separate room with a bed and clean linen, the use of appropriate facilities (including access to food preparation facilities and staff facilities where these exist) and free board and lodging for each night when the employee sleeps over.
- (c) The Employee will be entitled to a sleepover allowance in accordance with Schedule C for each night on which they sleep over.
- (d) In the event of the Employee on sleepover being required to perform work during the sleepover period, the Employee will be paid for the time worked at the prescribed overtime rate with a minimum payment as for one hour worked. Where such work exceeds one hour, payment will be made at the prescribed overtime rate for the duration of the work.
- (e) The Employer may roster an Employee to perform work immediately before and/or immediately after the sleepover period, but must roster the Employee or pay the Employee for at least four hours' work for at least one of these periods of work. The payment prescribed by 5.5.5 will be in addition to the minimum payment prescribed by this subclause.
- (f) The dispute resolution procedure in clause 2.3 of this Agreement applies to the sleepover provisions.
- (g) Where an employee is required to work a night shift, the Employee will be paid a night shift allowance in accordance with clause 5.5.3(b).

5.5.6 Excursions

Where an Employee agrees to supervise clients in excursion activities involving overnight stays from home, the following provisions will apply:

- (a) Monday to Friday excursions
 - (i) Payment at the ordinary rate of pay for time worked between the hours of 8.00 am to 6.00 pm Monday to Friday up to a maximum of 10 hours per day.
 - (ii) The Employer and Employee may agree to accrual of time instead of overtime payment for all other hours.
 - (iii) Payment of sleepover allowance in accordance with the provision of clause 5.5.5.
- (b) Weekend excursions
 - (i) Where an Employee involved in overnight excursion activities is required to work on a Saturday and/or Sunday, the days worked in the two week cycle, including that weekend, will not exceed 10 days.

5.5.7 Remote work

This clause applies where an employee is required by the Employer to perform remote work.

- (a) For the purpose of this clause, remote work means the performance of work by an Employee at the direction of, or with the authorisation of, their employer that is:
- (i) not part of their ordinary hours of work rostered in accordance with clause 5.1.7 (or, in the case of casual Employees, not a designated shift); and
 - (ii) not additional hours worked by a part-time Employee under clause 3.4.1(f) or overtime contiguous with a rostered shift; and
 - (iii) not required to be performed at a designated workplace.
- (b) Minimum payments for remote work
- (i) Where an Employee performs remote work, they will be paid for the time spent performing remote work, with the following minimum payments applying:
 - where the Employee is on call between 6.00 am and 10.00 pm - a minimum payment of 15 minutes' pay;
 - where the Employee is on call between 10.00 pm and 6.00 am - a minimum payment of 30 minutes' pay;
 - where the Employee is not on call - a minimum payment of one hour's pay; or
 - where the remote work involves participating in staff meetings or staff training remotely - a minimum payment of one hour's pay.
 - (ii) Any time worked continuously beyond the minimum payment period outlined above will be rounded up to the nearest 15 minutes and paid accordingly.
 - (iii) Where multiple instances of remote work are performed on any day, separate minimum payments will be triggered for each instance of remote work performed, save that where multiple instances of remote work are performed within the applicable minimum payment period, only one minimum payment period is triggered.
- (c) Rates of pay for remote work
- (i) Remote work will be paid at the Employee's minimum hourly rate unless one of the following exceptions applies:
 - Remote work performed outside the span of 6am to 8pm will be paid at the rate of 150% of the minimum hourly rate for the first two hours and 200% of the minimum hourly rate thereafter or, in the case of casual Employees, at

175% of the minimum hourly rate for the first two hours and 225% of the minimum hourly rate thereafter;

- Remote work performed in excess of 38 hours per week or 76 hours per fortnight will be paid at the applicable overtime rate prescribed in clause 5.4;
- Remote work performed in excess of 10 hours per day will be paid at the rate of 150% of the minimum hourly rate for the first two hours and 200% of the minimum hourly rate thereafter or in the case of casual employees, 175% of the minimum hourly rate for the first 2 hours and 225% of the minimum hourly rate thereafter;
- Remote work performed on a Saturday will be paid at the rate of 150% of the minimum hourly rate or, in the case of casual employees, 175% of the minimum hourly rate;
- Remote work performed on a Sunday, it will be paid at the rate of 200% of the minimum hourly rate or, in the case of casual employees, 225% of the minimum hourly rate;
- Remote work performed on a public holiday will be paid at the rate of 250% of the minimum hourly rate or, in the case of casual employees, 275% of the minimum hourly rate.

(d) Other requirements

An Employee who performs remote work must maintain and provide to the Employer a time sheet or other record acceptable to the employer specifying the time at which they commenced and concluded performing any remote work and a description of the work that was undertaken. Such records must be provided to the employer within a reasonable period of time after the remote work is performed.

(e) Miscellaneous provisions

- (i) In this clause, the term 'minimum hourly rate' means the weekly rates prescribed by clause Schedule B divided by 38.
- (ii) Where remote work is performed, the minimum payments at clause 3.6.1 do not apply.
- (iii) The performance of remote work will not count as work or overtime for the purpose of the following clauses:
 - Clause 5.1.4 — Rostered days off;
 - Clause 5.1.5 — Rest breaks between rostered work;
 - Clause 5.4.5 — Rest period after overtime;
 - Clause 5.4.7 — Rest break during overtime – Disability support workers and Administrative Employees.

5.6 Shiftwork – All other Employees

5.6.1 Supported employment services

- (a) An Employee who works their ordinary hours in a shift which finishes after 6.00 pm and at or before 12.00 midnight Monday to Friday, will be paid at 115% of their ordinary hourly rate for the whole shift.
- (b) By agreement between the Employer and Supported employment services Employee, an Employee who works their hours in a rotating roster shift which finishes after 12.00 midnight and at or before 8.00 am Monday to Friday, will be paid at 130% of their ordinary hourly rate for the whole shift.

5.6.2 Waste management

- (a) Afternoon shift means a shift where the ordinary hours worked finish after 6.30 pm but not later than 12.30 am.
- (b) Night shift means a shift where the ordinary hours worked finish after 12.30 am and at or before 8.30 am.
- (c) Continuous work means work carried on with continuous shifts of workers throughout the 24 hours on each of at least 6 consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the Employer.
- (d) Rostered shift means a shift for which the Employee concerned has had at least 48 hours' notice.
- (e) Shiftwork means work extending for at least 5 consecutive days and performed either in daily recurrent periods or in regular rotating periods falling within the limits defined for afternoon shift or night shift.
- (f) Shiftworkers must be paid the following rates for ordinary hours worked on shifts as follows:

	% of the ordinary hourly rate	
	Weekly Employees	Casual Employees
Afternoon	117.5	142.5
Night	130	155

5.6.3 Shift rosters

- (a) The Employer must post a shift roster in a prominent place in the workplace.
- (b) The shift roster must specify the start and finishing times of ordinary hours of respective shifts.
- (c) The roster must not be altered without 7 days' notice.

5.7 Saturday and Sunday work

- 5.7.1 Employees whose ordinary working hours include work on a Saturday and/or Sunday will be paid for ordinary hours worked between midnight on Friday and midnight on Saturday at 150% of the ordinary rate of pay, and for ordinary hours worked between midnight on Saturday and midnight on Sunday at 200% of the ordinary rate of pay.

- 5.7.2 The rates in clause 5.7.1 are in substitution for and not cumulative upon the shift premiums prescribed in clauses 5.5.3(a) and (b) and are not applicable to overtime worked on a Saturday and Sunday.
- 5.7.3 All time worked by an Employee during 5.7.1 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.
- 5.7.4 Casual Employees will be paid the casual loading in clause 3.5.2 in addition to the Saturday and Sunday rates at clause 5.7.1 at the following rates:
- (a) between midnight Friday and midnight Saturday – 175% of the ordinary rate of pay (inclusive of the casual loading); and
 - (b) between midnight Saturday and midnight Sunday – 225% of the ordinary rate of pay (inclusive of the casual loading).

PART 6 - WAGES AND RELATED MATTERS

6.1 Minimum rates

- 6.1.1 The definitions for the classification levels are contained in Schedule A. Endeavour must advise their Employees in writing of their classification upon commencement of employment and of any subsequent changes to their classification.
- 6.1.2 Employees are entitled to the minimum hourly rate prescribed for the classification in which they are employed in accordance with Schedule B.
- 6.1.3 Any employee who is engaged in two or more different roles that attract payment at a different classification level shall be paid the relevant rate prescribed for each classification in which they are employed.

6.2 Wage increases

- 6.2.1 From the first full pay period on or after 1 December 2024, relevant Employees will receive the wage increase in accordance with Table B in Schedule B which represents a 0.25% increase on the rate of pay in Table A.
- 6.2.2 The minimum hourly rates in Table A form the baseline rates and will be adjusted annually on or after the first full pay period, as follows:
- (a) 1 July 2025 – The 2025 National Wage Order (NWO) percentage increase plus 0.5%;
 - (b) 1 July 2026 - The 2025 and 2026 National Wage Order (NWO) percentage increase plus 0.75%; and
 - (c) 1 July 2027 - The 2025, 2026 and 2027 National Wage Order (NWO) percentage increase plus 1%.

6.3 Progression

- 6.3.1 At the end of each 12 months' continuous employment, an Employee will be eligible for progression from one pay point to the next within a level if the Employee has demonstrated competency and satisfactory performance over a minimum period of 12 months at each level within the level and:

- (a) the Employee has acquired and satisfactorily used new or enhanced skills within the ambit of the classification, if required by the Employer; or
- (b) where the Employer has adopted a staff development and performance appraisal scheme and has determined that the Employee has demonstrated satisfactory performance for the prior 12 months' employment.

6.3.2 Movement to a higher classification will only occur by way of promotion or re-classification.

6.4 Transition Principles for existing Employees

6.4.1 Upon commencement of the Agreement, all existing employees will be advised in writing of their new classification level.

6.4.2 Employees engaged immediately prior to the commencement of this agreement and who transition to the new classification wage levels in Schedule B:

- (a) at a higher level and/or paypoint than they would otherwise be entitled to under this Agreement will maintain their current rate of pay until the rates for the correct level and/or paypoint exceeds their current rate;
- (b) at a Lower level and/or paypoint than they would otherwise be entitled to under this Agreement, will be reclassified to no less than the lowest paypoint of the next highest classification level; and
- (c) for supported services Employees, there will be no reduction in remuneration as a result of such transition.

6.5 Higher duties

6.5.1 Where a Disability services Employee or an Administrative Employee is required by the Employer 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.

6.5.2 All other Employees will be paid at a higher grade if carrying out the duties of a higher grade for 2 or more hours in any shift. They will be paid at the higher grade for the time worked at the higher rate.

6.5.3 Clause 6.5.2 will not apply whilst an Employee is carrying out work in a higher grade for training purposes only.

6.5.4 Waste management Employees where required to perform work at more than one classification level higher on any one day, the Employee is to be paid the minimum rate for the highest level, for the whole day. An Employee is not to be transferred to a lower classification level except on 7 days' notice.

6.6 Payment of wages

6.6.1 The Employer will pay wages by electronic funds transfer (EFT), on a fortnightly basis.

- 6.6.2 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.
- 6.6.3 Any alternative arrangements of paying wages will be at the discretion of the Employer, after the Employee and their representative/s have been consulted by the Employer regarding the changes and all measures have been taken to mitigate any adverse effects raised by Employees.

6.7 Deduction from Wages

- 6.7.1 In the event that an Employee receives an overpayment of wages:
- (a) when the Employer mistakenly believes an Employee is entitled to be paid the wages;
 - (b) because of a payroll error; or,
 - (c) because the Employee does not have an entitlement to be paid these wages;
- the Employee agrees that the Employer is entitled to recover any overpayments from the Employee's future payments of wages in accordance with a schedule of recovery agreed between the Employee and the Employer.
- 6.7.2 Any underpayment of wages as a result of matters in clause 6.7.1(a)-(c) will be rectified as soon as practicable.
- 6.7.3 Upon request in writing by an Employee, the Employer will make requested deductions from the Employee's wages solely for the benefit of the Employee.

6.8 Salary Packaging

- 6.8.1 Where agreed in writing between the Employer and an Employee, the Employer will deduct monies from an Employee's wages and forward it to the Employer's nominated salary packaging provider.
- 6.8.2 Employees are encouraged to seek independent financial advice before entering into any salary packaging arrangement.

6.9 Remuneration Packaging

- 6.9.1 Where agreed between the Employer and a full-time or part-time Employee, the Employer may introduce remuneration packaging in respect of salary and/or wages, as provided for in clause 6.1. The terms and conditions of such a package must not, when viewed objectively, be less favourable than the entitlements otherwise available under this Agreement.

6.10 Superannuation

- 6.10.1 Superannuation legislation
- (a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of Employers and

Employees. Under superannuation legislation individual Employees generally have the opportunity to choose their own superannuation fund. If an Employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the Employee applies.

- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

6.10.2 Employer contributions

- (a) The Employer must make such superannuation contributions to a superannuation fund for the benefit of an Employee as will avoid the Employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that Employee.

6.10.3 Voluntary Employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise their Employer to pay on behalf of the Employee a specified amount from the post-taxation wages of the Employee into the same superannuation fund as the Employer makes the superannuation contributions provided for in clause 6.10.2.
- (b) An Employee may adjust the amount the Employee has authorised their Employer to pay from the wages of the Employee from the first of the month following the giving of three months' written notice to their Employer.
- (c) The Employer must pay the amount authorised under clauses 6.10.3(a) or 6.10.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 6.10.3(a) or (b) was made.

6.10.4 Superannuation fund

Unless, to comply with superannuation legislation, the Employer is required to make the superannuation contributions provided for in clause 6.10.2 to another superannuation fund that is chosen by the Employee, the Employer must make the superannuation contributions provided for in clause 6.10.2 and pay the amount authorised under clauses 6.10.3(a) or (b) to one of the following superannuation funds or its successor:

- (a) FSS Trustee Corporation;
- (b) Health Industry Plan (HIP);
- (c) HESTA Super Fund;
- (d) Catholic Super (CSF);
- (e) HESTA for Mercy;
- (f) Australian Retirement Trust;
- (g) Spirit Super;
- (h) CareSuper;
- (i) NGS Super;

- (j) AustralianSuper;
- (k) Hostplus;
- (l) TWUSUPER;
- (m) any superannuation fund to which the Employer was making superannuation contributions for the benefit of its Employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector scheme; or
- (n) a superannuation fund or scheme which the Employee is a defined benefit member of.

Where an Employee has not exercised a choice in relation to the funds identified in the clauses above and does not have a stapled superannuation fund, the Employer will make contributions into their nominated default fund.

6.11 Allowances

6.11.1 Travelling, transport and fares

- (a) Where an Employee is required and authorised by the Employer to use their motor vehicle in the course of their duties, the Employee is entitled to the vehicle allowance in accordance with Schedule C.
- (b) When an Employee is involved in travelling on duty, if the Employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the Employer on production of receipted account(s) or other evidence acceptable to the Employer.
- (c) Provided that the Employee will not be entitled to reimbursement for expenses referred to in clause 6.11.1(b) which exceed the mode of transport, meals or the standard of accommodation agreed with the Employer for these purposes.
- (d) An Employee required to stay away from home overnight will be reimbursed the cost of reasonable accommodation and meals. Reasonable proof of costs so incurred is to be provided to the Employer by the Employee.

6.11.2 On call allowance

An Employee required by the Employer to be on call (i.e. available for recall to duty at the Employer's or client's premises and/or for remote work) will be paid an allowance in accordance with Schedule C:

- (a) for any 24-hour period or part thereof during the period from the time of finishing ordinary duty on Monday to the time of finishing ordinary duty on Friday; or
- (b) in respect of any other 24-hour period or part thereof, or any public holiday or part thereof.

6.11.3 Broken shift allowance

- (a) An Employee required to work a broken shift with 1 unpaid break in accordance with clause 5.5.4(a) will be paid an allowance in accordance with Schedule C per broken shift.
- (b) An Employee who agrees to work a broken shift with 2 unpaid breaks in accordance with clause 5.5.4(b) will be paid an allowance in accordance with Schedule C per broken shift.

6.11.4 Repair and replacement of clothing other than uniforms

If the clothing of an Employee is soiled or damaged (excluding normal wear and tear) in the course of the performance of their duties, to the extent that its repair or replacement is necessary, the Employer must reimburse the Employee for the reasonable cost incurred in repairing or replacing the clothing with a substitute item, provided that:

- (a) As soon as reasonably practicable the employee provides notice of the soiling or damage and, if requested, evidence that would satisfy a reasonable person of the soiling or damage, how it occurred, and the reasonable repair or replacement costs;
- (b) At the time the clothing was soiled or damaged the employee had complied with any reasonable requirement of the employer in relation to the wearing of personal protective equipment either provided or paid for by the employer; and,
- (c) The damage or soiling of an employee's clothes is not caused by the negligence of the employee.

6.11.5 Sleepover

- (a) An Employee to sleep overnight at premises where the client for whom the Employee is responsible is located in accordance with clause 5.5.5. The Employee will be paid the allowance at Schedule C for each night on which they sleep over.

6.11.6 Meal allowances

An Employee will be supplied with an adequate meal where the Employer has adequate cooking and dining facilities or be paid a meal allowance in accordance with Schedule C in addition to any overtime payment as follows:

- (a) when required to work more than one hour after the usual finishing hour of work or, in the case of shiftworkers, when the overtime work on any shift exceeds one hour; and
- (b) provided that where such overtime work exceeds four hours a further meal allowance will be paid.

Clause 6.11.6 will not apply when an employee could reasonably return home for a meal within the meal break.

6.11.7 First aid allowance

- (a) A Disability services or Administrative employee who is required by the Employer to hold a current first aid certificate and provide first aid; or
- (b) A Supported services or Waste management Employee appointed by the Employer as a first aid officer to provide first aid assistance and who is

required to maintain a current senior first aid qualification from St John Ambulance or similar body;

will be paid an allowance in accordance with Schedule C.

6.11.8 Leading hand allowance

- (a) Supported Service Employees classified at Level 2 or below appointed as Leading hands are entitled to an all-purpose allowance according to Schedule C.
- (b) Waste Management Employees appointed as Leading hands are entitled to an all-purpose allowance according to Schedule C.

6.11.9 Industry allowance – Waste Management Employees

- (a) A weekly industry allowance in accordance with clause 16.2(b)(i) of the Waste Management Award 2020 has been included into the minimum rates of pay under Schedule B. Part-time and casual Employees are paid the allowance on a pro rata basis.
- (b) The industry allowance is for all purposes of this Agreement, including overtime and calculation of shift rates.
- (c) The industry allowance is paid in total recognition of the unique features associated with the waste industry. These features, which may vary from workplace to workplace and between functions, include but are not restricted to the requirement to:
 - work in areas regarded as unusually offensive and obnoxious;
 - handle obnoxious waste;
 - work in the open in all-weather variables;
 - be able to adapt to and handle hydraulic lifting apparatus and compaction units associated with waste vehicles; and
 - work at times with waste product which has the potential to be dangerous and therefore the requirement to abide by correct safe operating procedures including the wearing of appropriate protective safety equipment.

6.11.10 A Supported Services Employee engaged for the major portion of a day or shift in cleaning toilets will be paid an allowance in accordance with Schedule C.

PART 7 - TRAINING AND EDUCATION

7.1 Training and Team Meetings

7.1.1 The Employer is committed to providing relevant training to Employees without impacting on service delivery requirements.

7.1.2 The Employer 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 worked 8 hours (or 10 by agreement) or longer on that day, except where the Employee and the Employer 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; and
- (e) Travelling time will be at the Employee's expense. However, by agreement with the Employer prior to training, Employees may be compensated if travelling times are in excess of two hours each round journey.

7.1.3 The Employer 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 the Employer and must be relevant to the Employee's employment.

7.2 In Service Development Days

- 7.2.1 The Employer 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.
- 7.2.2 The In Service Development Days will be determined by the Employer.
- 7.2.3 Employees will be expected to attend any mandatory training and/or professional development training on these days.

7.3 Performance Development and Review Process

- 7.3.1 All Employees will be required to participate in the Employer's Performance and development process.

PART 8 - LEAVE AND PUBLIC HOLIDAYS

8.1 Annual Leave

- 8.1.1 Annual leave is provided for in the NES. This clause contains additional provisions. Annual leave does not apply to casual Employees.
- 8.1.2 Full-time and part-time day workers are entitled to 4 weeks of annual leave, based on their ordinary hours of work.
- 8.1.3 Shiftworkers are entitled to an additional week of annual leave.
- 8.1.4 For the purposes of the additional leave provided by the NES, a shiftworker is an Employee who is:
 - (a) 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); or

- (b) a disability services Employee who works more than 70 sleepovers per financial year.

8.1.5 Annual leave loading

- (a) In addition to their ordinary pay, an Employee, other than a shiftworker, will be paid an annual leave loading of 17.5% of their ordinary rate of pay.
- (b) Shiftworkers, in addition to their ordinary pay, will be paid the higher of:
 - (i) an annual leave loading of 17.5% of their ordinary rate of pay; or
 - (ii) the weekend and shift penalties that the Employee would have received had they not been on leave during the relevant period.
- (c) Where an Employee is receiving over-Agreement payments such that the Employee's base rate of pay is higher than the rate specified under this Agreement, the Employee is entitled to receive the higher rate while on a period of paid annual leave.

8.1.6 Annual leave will be taken at an agreed time between the Employee and the Employer. The Employee must give the Employer no less than one month's 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, the Employer must not unreasonably refuse to agree to a request by the Employee to take paid annual leave.

8.1.7 The Employer and an Employee may agree in writing to the Employee taking a period of paid annual leave before the Employee has accrued an entitlement to the leave. The agreement must:

- (a) state the amount of leave to be taken in advance and the date on which leave is to commence; and
- (b) be signed by the Employer and Employee and, if the Employee is under 18 years of age, by the Employee's parent or guardian.
- (c) If, on the termination of the Employee's employment, the Employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 8.1.7(a), the Employer may deduct from any money due to the Employee on termination an amount equal to the amount that was paid to the Employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

8.1.8 The Employer and an Employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the Employee. Paid annual leave must not be cashed out except in accordance with an agreement under clause 8.1.8. The agreement must:

- (a) state the amount of leave to be cashed out and the payment to be made to the Employee for it;
- (b) state the date on which the payment is to be made; and

- (c) be signed by the Employer and Employee and, if the Employee is under 18 years of age, by the Employee's parent or guardian.
- (d) The payment must not be less than the amount that would have been payable had the Employee taken the leave at the time the payment is made.
- (e) An agreement must not result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (f) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks. However, the Employee may only make a further request for cash out once at least 12 months has elapsed from the time of a previous request.
- (g) The Employer must keep a copy of any agreement under clause 8.1.8 as an Employee record.
- (h) Under section 344 of the FW Act, the Employer must not exert undue influence or undue pressure on an Employee to make, or not make, an agreement under clause 8.1.8.
- (i) Under section 345(1) of the FW Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 8.1.8.

8.1.9 An Employee has an excessive leave accrual if the Employee has accrued more than 8 weeks paid annual leave (or 10 weeks paid annual leave for a shiftworker, as defined by clause 8.1.4).

- (a) If an Employee has an excessive leave accrual, the Employer or the Employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (b) Clause 8.1.10 sets out how the Employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (c) Clause 8.1.11 sets out how an Employee who has an excessive leave accrual may require the Employer to grant paid annual leave requested by the Employee.

8.1.10 If an Employee has an excessive leave accrual, the Employer or the Employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual. If the parties cannot agree on how to reduce the excessive leave, the Employer may direct the Employee in writing to take one or more periods of paid annual leave. However, a direction under clause 8.1.10:

- (a) has no effect if it would result at any time in the Employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements are taken into account;
- (b) must not require the Employee to take any period of paid annual leave of less than one week;
- (c) must not require the Employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and

- (d) must not be inconsistent with any leave arrangement agreed by the Employer and Employee.

The Employee must take paid annual leave in accordance with a direction under clause 8.1.10 that is in effect.

8.1.11 If an Employee has genuinely tried to reach agreement with the Employer under clause 8.1.10 but agreement is not reached (including because the Employer refuses to confer), the Employee may give a written notice to the Employer requesting to take one or more periods of paid annual leave.

8.1.12 However, an Employee may only give a notice to the Employer under clause 8.1.11 if:

- (a) the Employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
- (b) the Employee has not been given a direction under clause 8.1.10 that, when any other paid annual leave arrangements (whether made under clause 8.1.9, 8.1.10 or 8.1.11 or otherwise agreed by the Employer and Employee) are taken into account, would eliminate the Employee's excessive leave accrual.
- (c) A notice given by an Employee under clause 8.1.11 must not:
 - (i) if granted, result in the Employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 8.1.9, 8.1.10, or 8.1.11 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the Employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the Employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the Employer and Employee.

8.1.13 An Employee is not entitled to request by a notice under clause 8.1.11 more than 4 weeks paid annual leave (or 5 weeks paid annual leave for a shiftworker, as defined by clause 8.1.4) in any period of 12 months.

8.1.14 The Employer must grant paid annual leave requested by a notice under paragraph clause 8.1.11.

8.2 Personal / Carer's Leave

8.2.1 Sick and carer's leave are part of the same leave entitlement known as personal/carer's leave. An Employee needs to provide reasonable evidence that they have taken personal/carer's leave if requested by the Employer or may not be entitled to be paid for their sick or carer's leave.

- 8.2.2 Full-time Employees are entitled to 10 personal/carer's leave days per year that accumulates during each year of employment and is pro-rata for part-time Employees.
- 8.2.3 Full-time and part-time Employees can take paid sick leave if they can't work because of a personal illness or injury.
- 8.2.4 Paid carer's leave is available to full-time and part-time Employees. It can be taken when they need to look after a family member or a member of their household who needs care or support because of a:
- (a) personal illness;
 - (b) injury; or
 - (c) an unexpected emergency.
- 8.2.5 Casual Employees are entitled to 2 days of unpaid carer's leave per occasion.
- 8.2.6 Full-time and part-time Employees can take unpaid carer's leave if they have no paid sick or carer's leave left.

8.3 Compassionate Leave

- 8.3.1 Employees can take compassionate leave if:
- (a) a member of their immediate family or household dies, or contracts or develops a life-threatening illness or injury;
 - (b) a baby in their immediate family or household is stillborn;
 - (c) they have a miscarriage; or
 - (d) their current spouse or de facto partner has a miscarriage.
- 8.3.2 Employees are entitled to 2 days compassionate leave each time they meet the criteria in 8.3.1 as:
- (a) a single continuous 2 day period;
 - (b) 2 separate periods of 1 day each; or
 - (c) any separate periods as agreed with their Employer.
- 8.3.3 Full-time and part-time Employees receive paid compassionate leave that is paid at their base pay rate for the ordinary hours they would have worked during the leave. This doesn't include separate entitlements such as incentive-based payments and bonuses, loadings, monetary allowances, overtime or penalty rates. Casual Employees receive unpaid compassionate leave.
- 8.3.4 Employees taking compassionate leave have to give the Employer notice as soon as they can. The Employee has to tell the Employer how much leave they are taking, or expect to take, and when.

8.4 Family and Domestic Violence Leave

- 8.4.1 Employees who are experiencing family and domestic violence can take this leave when experiencing the impacts of family and domestic violence. This might include:
- (a) making arrangements for their own or a family member's safety (including relocation);

- (b) attending court or accessing police services; and/or
- (c) attending counselling, or appointments with medical, financial, or legal professionals.

- 8.4.2 All Employees are entitled to ten (10) days of paid family and domestic violence leave each year of their employment. This includes part-time and casual Employees.
- 8.4.3 Employees are entitled to the full ten (10) days from the day they start work. This is not accrued over time.
- 8.4.4 The ten (10) days renews each 12 months but does not accumulate from year to year if it is not used.

8.5 Long Service Leave

- 8.5.1 All Employees covered by the Agreement are entitled to long service leave on full pay subject to, and in accordance with the long service leave laws in each state or territory.
- 8.5.2 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 the Employer;
 - (i) dismisses the Employee for a reason other than the Employee's conduct, capacity or performance; or
 - (ii) unfairly dismisses the Employee.
- 8.5.3 In addition to the provisions of clause 8.5.1, Employees who were engaged by the Employer immediately prior to the commencement of this Agreement will be entitled to long service leave accrual on the basis of 1.3 weeks per year of continuous service with the Employer for the life of this Agreement.
- 8.5.4 Employees who have accrued additional long service leave in accordance with clause 8.5.3 shall have this accrued leave preserved for the period that they remain employed with the Employer but are promoted, such that they are no longer covered by the provisions of clause 1.3.1(b). The Employer shall confirm this accrual in writing at the time of promotion.

8.6 Parental Leave

- 8.6.1 Employees can access parental leave as a single continuous period, flexibly across their parental leave period, or a mixture of both.
- 8.6.2 Parental leave is unpaid leave to allow parents to care for their new child. It is usually taken following the birth or adoption of a baby.
- 8.6.3 Employees can access up to 12 months of unpaid parental leave initially. Employees can also request up to a further 12 months leave.

- 8.6.4 This means Employees can access up to 24 months of unpaid parental leave. It can be taken as:
- (a) a single continuous period;
 - (b) flexible parental leave for up to 100 days; or
 - (c) a combination of a continuous period and flexible days.
- 8.6.5 If a pregnant Employee takes continuous parental leave, it has to start:
- (a) up to 6 weeks before the expected birth (or earlier if the Employer agrees); or
 - (b) within 24 months of the birth of the child.
- 8.6.6 The parental leave has to end within 24 months of the birth of the child.
- 8.6.7 If the Employee taking parental leave isn't the pregnant parent, the leave must start and end within 24 months of the birth of the child. The Employee can start parental leave after the birth of the child if they have or will have responsibility for the care of the child.
- 8.6.8 The Employer may direct an Employee to start their continuous parental leave 6 weeks before the expected date of birth in certain circumstances.
- 8.6.9 If the leave is adoption related, the Employee parent taking parental leave must start their leave period on the date of placement of the child. The Employee can start parental leave after the date of placement of the child if they have or will have responsibility for the care of the child.
- 8.6.10 Flexible parental leave is unpaid leave that can be taken flexibly by an Employee as part of their 12 months of parental leave flexibly up to:
- (a) their child's second birthday; or
 - (b) the second anniversary of their adopted child's placement.
- If a pregnant Employee is working in the 6 weeks before the expected birth of the child, they can start taking flexible parental leave during this time.
- 8.6.11 An Employee can take flexible parental leave before and after taking continuous parental leave, including once an Employee has returned to work. The total amount of flexible and continuous leave can't be more than 12 months unless an Employee extends their leave.
- 8.6.12 Paid parental leave
- (a) The Employer's paid parental leave scheme under clause 8.6.12(c) is designed to complement the NES unpaid parental leave and government funded parental leave schemes. It is in place to support primary carers of children.
 - (b) To be eligible to receive the organisation's paid parental leave under clause 8.6.12(c), Employees must:
 - (i) be full time permanent, part time permanent, or long term casual;
 - (ii) have been employed for a continuous period of at least twelve months;

- (iii) have worked at least six months prior to taking the leave; and
 - (iv) be the primary carer of the child.
- (c) Eligible Employees will receive six weeks of paid parental leave based on their current base wage rate (excluding allowances and penalties) and contracted hours of work. The six-week payment to eligible casuals will be calculated based on an average of the individual Employee's hours of work over the previous three months prior to commencing parental leave.
- (d) The period of paid parental leave can be extended by the eligible employee by taking twelve (12) weeks at half their normal rate of pay.
- (e) The Employee may elect to receive the payment under clause 8.6.12(c) from the date of birth, adoption or at a later date. It must be taken in one continuous period and must be used within twelve (12) months from the date of birth or adoption.

8.7 Special Leave

- 8.7.1 Requests for special leave with or without pay may be approved at the discretion of the relevant Executive General Manager.

8.8 Community Service Leave

- 8.8.1 An Employee who is engaged in an eligible community service activity may make an application to be absent on unpaid leave if:
- (a) the absence is limited to the time the Employee is engaged in the community service Activity, reasonable travelling time associated with the community service Activity and reasonable rest time immediately following the community service; and
 - (b) the absence is reasonable in all circumstances.
- 8.8.2 The Employee must provide the Employer with notice of the taking of community service. The Employer 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 take the leave in accordance with clause 8.8.

8.9 Defence Force Leave

- 8.9.1 Employees engaged in Defence Force activities such as Reservist training, or serving with the Australian Defence Force, may apply for leave to attend such activities in accordance with relevant legislation.

8.10 Jury Leave

- 8.10.1 Full-time and part-time Employees will be paid 'make-up pay' for the first 10 days of jury selection and jury duty. Make-up pay is the difference between any jury duty payment the Employee receives (excluding any expense-related allowances) from the court and the Employee's base pay rate for the ordinary hours they would have worked.
- 8.10.2 The Employer may request evidence from the Employee to show:

- (a) that the Employee has taken all necessary steps to obtain jury duty pay; and
- (b) the total amount of jury duty pay that has been paid or will be payable to the Employee for the period.

8.10.3 Employees must advise their Employers of the period or expected period of leave as soon as possible and need to provide evidence showing they attended jury selection or jury duty in order to be entitled to leave in accordance with clause 8.10.

8.11 Ceremonial leave

8.11.1 An Employee who is legitimately required by indigenous tradition to be absent from work for Aboriginal or Torres Strait Islander ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year, with the approval of the Employer.

8.12 Public holidays

8.12.1 Public holidays are provided for in the NES. Clause 8.12 contains additional provisions.

8.12.2 A full-time or part-time Employee required to work on a public holiday will be paid double time and a half of their ordinary rate of pay for all time worked.

8.12.3 A casual Employee will be paid 275% of the ordinary rate of pay for hours worked on public holidays (inclusive of the casual loading).

8.12.4 All Employees required to work on a public holiday will receive a minimum payment of 4 hours.

8.12.5 The following are public holidays:

- (a) each of these days:
 - (i) 1 January (New Year's Day);
 - (ii) 26 January (Australia Day);
 - (iii) Good Friday;
 - (iv) Easter Monday;
 - (v) 25 April (Anzac Day);
 - (vi) the Queen's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
 - (vii) 25 December (Christmas Day);
 - (viii) 26 December (Boxing Day);
- (b) any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday.

8.12.6 If, under (or in accordance with a procedure under) a law of a State or Territory, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday because of clause 8.12.5(a), then the substituted day or part-day is the public holiday

8.12.7 Disability support, Administrative and Supported employment Employees

- (a) An Employee required to work on a public holiday will be paid double time and a half of their ordinary rate of pay for all time worked.
- (b) Payments under this clause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday.
- (c) A casual Employee will be paid 275% of the ordinary rate of pay for hours worked on public holidays (inclusive of the casual loading).

8.12.8 Waste management Employees

- (a) Where an Employee works on a public holiday, they will be paid in accordance with clause 8.12.8(e).
- (b) Where an Employee's rostered day off falls on a public holiday, the Employee is entitled, at the discretion of the Employer, to either:
 - (i) 7 hours and 36 minutes of pay at the appropriate minimum rate;
 - (ii) 7 hours 36 minutes' extra annual leave; or
 - (iii) a substitute day off.
- (c) If a public holiday is a part-day public holiday, then clause 8.12.8(b) applies on a pro-rata basis for the number of ordinary hours on the part-day public holiday.
- (d) The Employer and Employee may agree to substitute another day for a day that would otherwise be a public holiday under the NES.
- (e) All time worked by a weekly Employee on a public holiday must be paid at the following rates with a minimum payment of 4 hours:

	% of the ordinary hourly rate
Good Friday and Christmas Day	200
Any other public holiday	150

- (f) Payment for work on a public holiday is in addition to any amount payable in respect of the weekly wage.
- (g) Despite clause 8.12.8(e), an Employee required to work on a public holiday during hours which, if the day were not a public holiday, would be outside the range of ordinary working time as mentioned in clause 5.1.6(a), will be paid for such hours at the following rates:

	% of the ordinary hourly rate
Good Friday and Christmas Day	300
Any other public holiday	250

- (h) Where Christmas Day falls on a Saturday or Sunday and another day is observed as a public holiday in accordance with sections 114 to 116 of the FW Act, a full-time Employee who is regularly rostered to work ordinary hours on a Saturday or Sunday will be paid:
- (i) a loading of 50% of the ordinary hourly rate; and
 - (ii) the Saturday/Sunday rate for all ordinary hours worked on 25 December with a minimum of 4 hours' pay.
- (i) An Employee referred to in clause 8.12.8(h) will also be entitled to the substituted public holiday.
- (j) Where an Employee is entitled to a public holiday, but the Employer requires the Employee to work, the Employer must notify the Employee on the preceding working day. Otherwise, the Employee is entitled to be absent on the public holiday without deduction of pay.
- (k) All time worked by a casual Employee on a public holiday must be paid at the following rates, with a minimum payment of 4 hours:

	% of the ordinary hourly rate
Good Friday and Christmas Day	325
Any other public holiday	275

- (l) Work performed on part-day public holidays
- Hours of work performed immediately before or after a part-day public holiday, that form part of one continuous shift, are counted as part of the minimum payment/engagement period in clause 8.12.8(d)-(k).

PART 9 – MISCELLANEOUS

9.1 Workplace delegates' rights

- 9.1.1 Clause 9.1 provides for the exercise of the rights of workplace delegates set out in section 350C of the FW Act.

NOTE: Under section 350C(4) of the FW Act, the Employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the Employer has complied with clause 9.1.

- 9.1.2 In clause 9.1:

- (a) **delegate's organisation** means the Employee organisation in accordance with the rules of which the workplace delegate was appointed or elected.
- (b) **eligible Employees** means members and persons eligible to be members of the delegate's organisation who are employed by the Employer in the enterprise.
- (c) **Employee organisation** has the meaning given by section 12 of the FW Act.
- (d) **Employer** means the Employer of the workplace delegate;
- (e) **enterprise** has the meaning given by section 12 of the FW Act.

- (f) **workplace delegate** has the meaning given by section 350C(1) of the FW Act.
- 9.1.3 Before exercising entitlements under clause 9.1, a workplace delegate must give the Employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the Employer with evidence that would satisfy a reasonable person of their appointment or election.
- 9.1.4 An Employee who ceases to be a workplace delegate must give written notice to the Employer within 14 days.
- 9.1.5 Right of representation
- A workplace delegate may represent the industrial interests of eligible Employees who wish to be represented by the workplace delegate in matters including:
- (a) consultation about major workplace change;
 - (b) consultation about changes to rosters or hours of work;
 - (c) resolution of disputes;
 - (d) disciplinary processes;
 - (e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the FW Act or is assisting the delegate's organisation with enterprise bargaining; and
 - (f) any process or procedure within an award, enterprise agreement or policy of the Employer under which eligible Employees are entitled to be represented and which concerns their industrial interests.
- 9.1.6 Entitlement to reasonable communication
- (a) A workplace delegate may communicate with eligible Employees for the purpose of representing their industrial interests under clause 9.1.5. This includes discussing membership of the delegate's organisation and representation with eligible Employees.
 - (b) A workplace delegate may communicate with eligible Employees during working hours or work breaks, or before or after work.
- 9.1.7 Entitlement to reasonable access to the workplace and workplace facilities
- (a) The Employer must provide a workplace delegate with access to or use of the following workplace facilities:
 - (i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible Employees;
 - (ii) a physical or electronic noticeboard;
 - (iii) electronic means of communication ordinarily used in the workplace by the Employer to communicate with eligible Employees and by eligible Employees to communicate with each other, including access to Wi-Fi;
 - (iv) a lockable filing cabinet or other secure document storage area; and

- (v) office facilities and equipment including printers, scanners and photocopiers.
- (b) The Employer is not required to provide access to or use of a workplace facility under clause 9.1.7(a) if:
 - (i) the workplace does not have the facility;
 - (ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
 - (iii) the Employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

9.1.8 Entitlement to reasonable access to training

The Employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training of up to two days (15.2 hours) each subsequent year, to attend training related to representation of the industrial interests of eligible Employees, subject to the following conditions:

- (a) In each year commencing 1 July, the Employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible Employees.
- (b) The number of eligible Employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible Employees who are:
 - (i) full-time or part-time Employees; or
 - (ii) regular casual Employees.
- (c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- (d) The workplace delegate must give the Employer not less than 5 weeks' notice (unless the Employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- (e) If requested by the Employer, the workplace delegate must provide the Employer with an outline of the training content.
- (f) The Employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- (g) The workplace delegate must, within 7 days after the day on which the training ends, provide the Employer with evidence that would satisfy a

reasonable person of their attendance at the training.

9.1.9 Exercise of entitlements under clause 9.1

- (a) A workplace delegate's entitlements under clause 9.1 are subject to the conditions that the workplace delegate must, when exercising those entitlements:
- (i) comply with their duties and obligations as an Employee;
 - (ii) comply with the reasonable policies and procedures of the Employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - (iii) not hinder, obstruct or prevent the normal performance of work; and
 - (iv) not hinder, obstruct or prevent eligible Employees exercising their rights to freedom of association.
- (b) Clause 9.1 does not require the Employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible Employees.
- (c) Clause 9.1 does not require an eligible Employee to be represented by a workplace delegate without the Employee's agreement.

NOTE: Under section 350A of the FW Act, the Employer must not:

- (i) unreasonably fail or refuse to deal with a workplace delegate;
- (ii) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
- (iii) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the FW Act or clause 9.1.

9.2 Employee right to disconnect

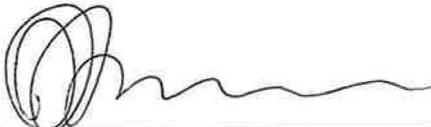
9.2.1 Clause 9.2 provides for the exercise of an Employee's right to disconnect under section 333M of the FW Act.

- (a) Section 333M provides that, unless it is unreasonable to do so, an Employee may refuse to monitor, read or respond to contact, or attempted contact, from:
- (i) their Employer outside of the Employee's working hours; or
 - (ii) a third party if the contact or attempted contact relates to their work and is outside of the Employee's working hours.
- (b) Without limiting the matters that may be taken into account in determining whether a refusal is unreasonable for the purposes of 9.2.1(a), the following must be taken into account:
- (i) the reason for the contact or attempted contact;
 - (ii) how the contact or attempted contact is made and the level of disruption the contact or attempted contact causes the Employee;

- (iii) the extent to which the Employee is compensated;
 - (iv) to remain available to perform work during the period in which the contact or attempted contact is made;
 - (v) for working additional hours outside of the Employee's ordinary hours of work;
 - (vi) the nature of the Employee's role and level of responsibility; and
 - (vii) the Employee's personal circumstances (including family or caring responsibilities).
- (c) Section 333M(5) provides that an Employee's refusal will be unreasonable if the contact or attempted contact is required under a law of the Commonwealth, a State or a Territory.
- (d) Section 333N provides for the resolution of disputes about whether an Employee's refusal is unreasonable and about the operation of section 333M.
- (e) The general protections in Part 3–1 of the FW Act prohibit an Employer taking adverse action against an Employee because of the Employee's right to disconnect under section 333M of the FW Act.
- 9.2.2 Clause 9.2 applies from the commencement of this Agreement.
- 9.2.3 The Employer must not directly or indirectly prevent an Employee from exercising their right to disconnect under the FW Act.
- 9.2.4 Clause 9.2.3 does not prevent the Employer from requiring an Employee to monitor, read or respond to contact, or attempted contact, from the Employer outside of the Employee's working hours where:
- (a) the Employee is being paid the on call allowance under clause 6.11.2; and
 - (b) the Employer's contact is to notify the Employee that they are required to attend or perform work or give other notice about the on call.
- 9.2.5 Clause 9.2.3 does not prevent an Employer from contacting, or attempting to contact, an Employee outside of the Employee's working hours in circumstances including to notify them of:
- (a) an emergency roster change under clause 5.1.8(b)(ii); or
 - (b) a recall to work under clause 5.4.6 or clause 5.5.7.

PART 10 – SIGNATURES

SIGNED for and on behalf of **ENDEAVOUR FOUNDATION** by its duly authorised representative:



Signature of Employer Representative

DAVID SWAIN

Name of Employer Representative

CEO

Position Held

33 Corporate Dr, Cannon Hill, QLD 4170

Address

in the presence of:



Signature of Witness

SARAH HARVEY

Name of Witness

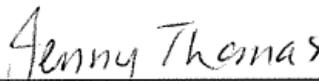
EXECUTIVE ASSISTANT TO CEO

Position Held

33 Corporate Dr, Cannon Hill, QLD 4170

Address

SIGNED for and on behalf of the **AUSTRALIAN MUNICIPAL, ADMINISTRATIVE, CLERICAL AND SERVICES UNION** by its duly authorised representative:



Signature of Employer Representative

Jennifer Thomas

Name of Employer Representative

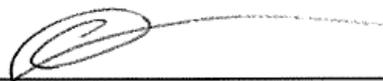
Executive President

Position Held

32 Peel Street,

Address South Brisbane
QLD 4101

in the presence of:



Signature of Witness

Dominic Sbelten

Name of Witness

Training Support officer.

Position Held

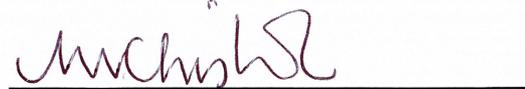
32 Peel Street,

Address South Brisbane
QLD 4101

SIGNED for and on behalf of the **AUSTRALIAN WORKERS' UNION, QUEENSLAND BRANCH** by its duly authorised representative:

in the presence of:


Signature of Employer Representative


Signature of Witness

Stacey Schinnerer
Name of Employer Representative

Melinda Chisholm
Name of Witness

Branch Secretary
Position Held

JP Qual
Position Held

13/333 Adelaide street
Address Brisbane QLD 4000

13/333 Adelaide St, Brisbane.
Address



SCHEDULE A – CLASSIFICATION STRUCTURE

Task	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
SCOPE	<p>Perform tasks under routine or direct supervision either individually or in a team environment.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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>	<p>Work under general guidance within clearly defined guidelines and undertake a range of activities requiring the application of acquired skills and knowledge.</p> <p>Assist with administrative functions.</p>	<p>Required to supervise lower classified staff or volunteers in their day-to-day work.</p> <p>Employees with supervisory responsibilities may undertake some complex operational work and may undertake planning and co-ordination of activities within a clearly defined area of the organisation including managing the day-to-day operations of a group of residential facility or supported employment sites for persons with disability.</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>	<p>Be responsible for managing time, planning and organising their own work and may be required to oversee and/or guide the work of a limited number of lower classified employees in open employment or volunteers</p>	<p>Employees will be responsible for managing and planning their own work and that of subordinate staff in open employment or volunteers and may be required to deal with formal disciplinary issues within the work area.</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>Perform elementary tasks within a community service program requiring knowledge of established work practices and procedures relevant to the work area.</p>	<p>Assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of such an employee within the workplace.</p>

Task	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
						Provide advice into the development of policy and procedures relating to their area of work.
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>	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>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>Communicate to supervisor on workplace improvements or decisions that need to be made outside scope of role.</p>	Solve problems of limited difficulty using knowledge, judgement and work organisation skills acquired through qualifications and/or previous work experience.	Solve problems of limited difficulty using knowledge, judgement and work organisation skills acquired through qualifications and/or previous work experience.	<p>Solving problems of limited difficulty using knowledge, judgment and work organisational skills acquired through qualifications and/or previous work experience. Assistance is available from senior employees.</p> <p>Employees may receive instruction on the broader aspects of the work. In addition, employees may provide assistance to lower classified employees in open employment.</p>
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.	Implementing client skills and activities programmes under limited supervision either individually or as part of a team as part of the delivery of disability support work or supported employment services.	<p>Those with supervisory responsibilities should have a basic knowledge of the principles of human resource management and be able to assist subordinate staff in open employment or volunteers with on-the-job training.</p> <p>They may be required to supervise more than one component of the work program of the organisation as part of the delivery of disability support work or supported employment services.</p>

Task	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
EXPERIENCE & QUALIFICATIONS	None or limited relevant experience. Qualifications not required.	Has limited experience within area of work. May require appropriate certification/licence to complete tasks.	Has sufficient experience and training to 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.	Supervising, or providing a wide range of personal care services to people with disability, under limited supervision, either individually or as part of a team as part of the delivery of disability support work or supported employment services. May require qualifications related to area of specialisation.	Supervising lower grade employees in open employment as part of the delivery of disability support work or supported employment services. Where prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following: <ul style="list-style-type: none"> • undertake some minor phase of a broad or more complex assignment; • perform duties of a specialised nature; • plan and co-ordinate elementary community-based projects or programs; • perform moderately complex functions including social planning; and/or demographic analysis, survey design and analysis.
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	Perform tasks of a sensitive nature including the provision of more than routine information, the receiving and accounting for moneys and assistance to clients.	Provide administrative support requiring a high degree of judgment, initiative, confidentiality and sensitivity in the performance of work.

Task	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
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 required this.</p> <p>Provide on-the-job training to other team members where required.</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>Able to use and/or operate a variety of tools, materials, and equipment to meet the requirements of the role.</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>Implementing client skills and activities programmes under limited supervision either individually or as part of a team as part of the delivery of disability support or supported employment services.</p> <p>May be required to provided specialist expertise or advice through acquiring organisational or industry specific knowledge.</p> <p>Undertake training and assessment of service users in specific vocational skills as defined within scope.</p> <p>Deliver single stream training programmes.</p>	<p>Undertaken analysis/design for the development and maintenance of projects and/or undertake programming in specialist area as part of the delivery of disability support or supported employment services.</p> <p>May be required to provided specialist expertise or advice through acquiring organisational or industry specific knowledge.</p> <p>Undertake training and assessment of service users in specific vocational skills as defined within scope.</p> <p>Deliver single stream training programmes.</p>

SCHEDULE B – WAGE RATES

- 1) Upon commencement of this Agreement, all relevant Employees will transition and be notified in writing of their reclassified level from the *Endeavour Foundation Union Collective Agreement 2009* (EFUCA) to the new *Endeavour Foundation Enterprise Agreement 2024* (EFEA) classification structure in Table A in accordance with clause 6.4.2.
- 2) From the first full pay period on or after 1 December 2024, relevant Employees will receive the wage increase in accordance with Table B below which represents a 0.25% increase on the rate of pay in Table A.
- 3) The minimum hourly rates in Table A form the baseline rates and will be adjusted annually on or after the first full pay period, as follows:
 - (a) 1 July 2025 – The 2025 National Wage Order (NWO) percentage increase plus 0.5%;
 - (b) 1 July 2026 - The 2025 and 2026 NWO percentage increase plus 0.75%;
 - (c) 1 July 2027 - The 2025, 2026 and 2027 NWO percentage increase plus 1%.
- 4) Endeavour Foundation will take reasonable steps to provide a copy of the annually revised rates to relevant parties as soon as practicable.

TABLE A			
Classification Level	EFUCA 2009	EFEA 2024	2024 Baseline (\$/hr)
Level 1	Paypoint 1.1	Paypoint 1.1	\$23.46
	Paypoint 1.2	Paypoint 1.2	\$24.10
	Paypoint 1.3	Paypoint 1.3	\$24.73
		Paypoint 1.4	\$24.98
Level 2	Paypoint 2.1	Paypoint 2.1	\$25.46
	Paypoint 2.2	Paypoint 2.2	\$25.80
	Paypoint 2.3	Paypoint 2.3	\$26.01
		Paypoint 3.4	\$26.23
Level 3	Paypoint 3.1	Paypoint 3.1	\$27.17
	Paypoint 3.2	Paypoint 3.2	\$27.77
	Paypoint 3.3	Paypoint 3.3	\$28.37
		Paypoint 3.4	\$29.01
Level 4	Paypoint 4.1	Paypoint 4.1	\$29.64
	Paypoint 4.2	Paypoint 4.2	\$30.13
	Paypoint 4.3	Paypoint 4.3	\$30.84
	Paypoint 4.4	Paypoint 4.4	\$31.58
Level 5		Paypoint 5.1	\$33.41
		Paypoint 5.2	\$34.46
		Paypoint 5.3	\$35.51
		Paypoint 5.4	\$36.46
Level 6		Paypoint 6.1	\$37.35
		Paypoint 6.2	\$38.42
		Paypoint 6.3	\$39.24
		Paypoint 6.4	\$40.05

TABLE B		
Classification Level	Paypoint	2024 Baseline (\$/hr)
Level 1	Paypoint 1.1	\$23.52
	Paypoint 1.2	\$24.16
	Paypoint 1.3	\$24.79
	Paypoint 1.4	\$25.04
Level 2	Paypoint 2.1	\$25.53
	Paypoint 2.2	\$25.86
	Paypoint 2.3	\$26.08
	Paypoint 3.4	\$26.30
Level 3	Paypoint 3.1	\$27.23
	Paypoint 3.2	\$27.84
	Paypoint 3.3	\$28.44
	Paypoint 3.4	\$29.08
Level 4	Paypoint 4.1	\$29.71
	Paypoint 4.2	\$30.21
	Paypoint 4.3	\$30.92
	Paypoint 4.4	\$31.66
Level 5	Paypoint 5.1	\$33.49
	Paypoint 5.2	\$34.55
	Paypoint 5.3	\$35.60
	Paypoint 5.4	\$36.55
Level 6	Paypoint 6.1	\$37.44
	Paypoint 6.2	\$38.52
	Paypoint 6.3	\$39.34
	Paypoint 6.4	\$40.15

SCHEDULE C – ALLOWANCES

- 1) Upon commencement of this Agreement, all relevant Employees will be entitled to the allowances prescribed in Schedule C.
- 2) The Employer will review the rate of each allowance as soon as practicable after any annual National Wage Order (NWO) increase that applies to the relevant modern award allowance based on the following principles:
 - (a) If an allowance is increased by less than the percentage amount of the NWO increase, the allowance will be increased by the lesser amount; or
 - (b) If an allowance is increased by greater than the percentage amount of the NWO increase, the allowance will be increased by the percentage amount of the NWO increase.
- 3) The Employer will apply any increase by administrative arrangement.
- 4) The Employer will take reasonable steps to provide a copy of the annually revised increase to allowance rates to relevant parties as soon as practicable after any increase has been applied.

All Employees

Allowance	Rate
Vehicle allowance	\$0.99 per km

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

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

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 2 and below - in charge of 3-10 Employees	\$1.23 per hour
* Leading hand allowance - applies to grade 2 and below - in charge of 11-20 Employees	\$1.84 per hour
* Leading hand allowance - applies to grade 2 and below - in charge of more than 20 Employees	\$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

SCHEDULE D - ROSTER CONSULTATION GUIDELINES

- 1) In order to give effect to Clause 2.2 – Consultation about changes to rosters or hours of work for Disability support workers, the parties agree that the following guidelines will be utilised when the Employer is proposing to change the regular roster or ordinary hours of work across more than one site/house/location, in accordance with clause 5.1.8.
- 2) For the purposes of this Schedule, 'consultation' means:
 - to provide information about the change;
 - to provide an opportunity for affected employees to give their views about the impact of the change; and
 - to consider any views about the impact of the change that are given by the employees.
- 3) The Employer will (as it considers reasonably necessary) provide the following information to affected employee/s and their representative/s:
 - Impacted site name/s and address/s;
 - A copy of the current working hours available at the site/s;
 - A copy of the proposed working hours available at the site/s;
 - Notification to affected Employees of any changes to the Employee's contract of employment and guaranteed hours;
 - Union contact information and advice about Employee rights to seek the assistance/representation of the union or another representative;
 - The timeframe for the consultation period;
 - Contact information for support and assistance from People Experience; and
 - EAP information.

Endeavour Foundation will (unless in certain circumstances it is impracticable to do so) provide this information to the Unions at least 48 hours before the commencement of the notice period, excluding weekends.

- 4) The Employer and the Unions acknowledge that the rostering of employees is entirely subject to the needs of the People We Support, their NDIS funding arrangements, and the operational needs of the business.
- 5) The Employer will ensure the following are undertaken during the notice period:
 - Affected Employees will be given as much advance notice as practicable of the proposed changes to their regular roster or hours of work;
 - Relevant managers will keep all affected employees informed during the consultation process;
 - Affected Employees or their representative are afforded the opportunity to present their views, either in person, verbally or in writing about the impact of the proposed change on them (including any impact on their family or caring responsibilities);
 - Provide a single point of contact outside of the direct manager; and

- Upon written request from an Employee, the Employer will provide employees with a written response addressing their feedback.

6) Timeframes for consultation

The initial notice period will allow for consultation for a minimum period of 5 business days (weekends not included) unless a shorter period is agreed between the Employer and the affected Employee or their representative.

7) Conclusion of Consultation

After 5 business days (weekends not included) from the notice given of the proposed change, the Employer will provide affected employee/s with a final roster for commencement no less than 10 business days (weekends not included) from when the final roster is issued. Where practicable, the Employer may extend the commencement date for employees who have family or caring responsibilities, allowing them additional time to make necessary arrangements to address those responsibilities.

Schedule 2.2 Model flexibility term

(regulation 2.08)

Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing — at any time.