



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Woden Community Service Incorporated**  
(AG2021/9304)

## **WODEN COMMUNITY SERVICE INC - CARING FOR OUR PEOPLE, BUILDING OUR CAPABILITY TO SERVE, - ENTERPRISE AGREEMENT 2021-2023**

Social, community, home care and disability services

DEPUTY PRESIDENT DEAN

CANBERRA, 4 FEBRUARY 2022

*Application for approval of the Woden Community Service Inc - Caring for Our People,  
Building Our Capability to Serve, - Enterprise Agreement 2021 – 2023.*

[1] An application has been made for approval of an enterprise agreement known as the *Woden Community Service Inc - Caring for Our People, Building Our Capability to Serve, - Enterprise Agreement 2021 - 2023* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Woden Community Service Incorporated (Employer). The Agreement is a single enterprise agreement.

[2] Not all employees were provided with 7 clear days notice of the place and method of the vote as required by section 180(3) of the Act. Having considered the submissions made by the Employer, I am satisfied that this constitutes a minor procedural or technical error for the purposes of s.188(2)(a). I am further satisfied that the employees covered by the Agreement were not likely to have been disadvantaged by the error and that the Agreement has been genuinely agreed within the meaning of s 188(2).

[3] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. 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. The undertakings are taken to be a term of the agreement.

[4] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[5] The flexibility term contained in clause A8 of the Agreement does not comply with the requirements of s.203 of the Act. In accordance with s.202(4) of the Act the model flexibility term is taken to be a term of the Agreement.

[6] Clauses F5 (Abandonment of employment) of the Agreement is likely to be inconsistent with the National Employment Standards (NES). However, noting clause A5 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.

[7] The Australian Municipal, Administrative, Clerical and Services Union and the United Workers' Union, being bargaining representatives for the Agreement, have given notice under section 183 of the Act that they want the Agreement to cover their organisation. In accordance with subsection 201(2) of the Act, I note that the Agreement covers the organisations.

[8] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 11 February 2022. The nominal expiry date of the Agreement is 10 February 2024.



DEPUTY PRESIDENT

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## Annexure A



Dear Deputy President Dean

Woden Community Service Inc – Caring for Our People, Building Our Capability to Serve,  
Enterprise Agreement 2021-2023 (AG2021/9304)

### **Written undertakings under section 190 of the *Fair Work Act 2009***

Woden Community Service Inc hereby undertakes the following in relation to the Woden Community Service Inc – Caring for Our People, Building Our Capability to Serve, Enterprise Agreement 2021-2023.

I, Steve Vogt, Acting Director, Corporate Services have the authority given to me by Woden Community Service Inc to give the following undertakings with respect to the Woden Community Service Inc – Caring for Our People, Building Our Capability to Serve, Enterprise Agreement 2021-2023 ('the Agreement').

1. WCS undertakes to pay eligible employees, covered by the SCHADS Award, superannuation contributions for a period of absence due to a work-related injury or illness, for a period of up to 52 in accordance with clause 23.5(b) of the SCHADS Award.
2. WCS undertakes to pay employees on termination in line with clause 24.2 of the SCHADS Award.
3. WCS will implement the new SCHADS Award provisions in relation to the broken shift allowances for disability workers, on-call remote work payments and worker rights to request contract upgrades.
4. WCS undertakes that casual employees will be paid for weekend work in line with clauses 26.3 and 26.4 of the SCHADS Award.
5. That where employees are rostered to work shifts longer than eight hours that two 10 minute paid tea breaks will be applied.
6. Disability worker overtime will be calculated at the rate of 150% for the first two hours and double time thereafter.
7. All work on Public Holidays performed by permanent workers will be paid at 250% and 275% per hour for casual workers.
8. SCHADS Award employees will be able to cash out annual leave in line with clause 31.5 of the SCHADS Award.
9. WCS will not direct employees to take excess annual leave with less than eight weeks notice.



10. Three days paid ceremonial, cultural and religious leave is in addition to the 10 days unpaid ceremonial leave provided for under the National Employment Standards.

11. The minimum engagement for part-time employees will be two hours for disability workers and three hours for community services.

12. WCS undertakes to apply meal allowance provisions consistent with clauses 20.3(a) and 20.3(c) of the SCHADS Award for employees covered by the SCHADS Award.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signed for and on behalf of the Woden Community Service

A handwritten signature in dark ink, appearing to read "S. Vogt", is written over a horizontal line.

Steve Vogt  
Acting Director  
Corporate Services

Date: 3 February 2022

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## **WODEN COMMUNITY SERVICE INC – CARING FOR OUR PEOPLE, BUILDING OUR CAPABILITY TO SERVE, ENTERPRISE AGREEMENT 2021-2023**

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

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## PART A – Scope of the Agreement

### A1 Title

- A1.1 This Agreement shall be known as the *Woden Community Service Inc – Caring for our People, Building our Capability to Serve, – Enterprise Agreement 2021-2023* (“Agreement”).

### A2 Purpose

- A2.1 Woden Community Service (“WCS”) has been true to its vision and purpose since it was established in 1969. Its values continue to form the basis for the services WCS provides to the community.

WCS values:

- **Inclusion** – We believe all people have a right to full inclusion as valued community members and we respect and encourage diversity in communities and our organisation.
  - **Compassion** – We offer kindness and understanding to people who need our support and work with others to build caring communities.
  - **Hope** – We are optimistic about the possibility of change and seek to inspire confidence for a better future with the people and communities we support.
  - **Social justice** – We work to increase access and opportunity for all, particularly those who face disadvantage and discrimination.
  - **Integrity** – We are committed to being honest, professional and accountable in our relationships and in everything we do.
  - **Responsiveness** – We adjust to meet changing community needs and are courageous in how we grow and develop as an organisation.
- A2.2 To maintain our services, and to continuously improve the way we deliver our contributions to the ACT community, WCS must continue to adapt to an ever-changing environment. To do so, we must continue to attract, retain and develop our skilled employees who recognise and uphold our values.
- A2.3 WCS’s workforce management and planning aims to build capacity. During the life of this Agreement, WCS will develop an enhanced workforce capability framework which supports better understanding, planning and management of our workforce to deliver on current and future business needs. The framework will assist in achieving a comprehensive integration of business and workforce planning across WCS and improved ability to respond to changing workplace needs through targeted strategies.

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Our efforts are focussed on initiatives which:

- build WCS's reputation as an employer of choice
- strengthen leadership skills
- encourage innovation
- value diversity.

A2.4 WCS's recruitment and selection arrangements reflect the essential components of fairness, equity and merit-based decision-making. WCS will continue to utilise enhanced recruitment and selection tools which support positive recruitment outcomes. Our efforts are focussed on achieving outcomes that:

- support and encourage internal career development and mobility
- ensure the consistent application of merit
- support the timely and effective conduct of selection processes.

A2.5 WCS is also committed to the principle of lifelong learning and recognises the importance of supporting the development of our employees to achieve their personal goals and WCS's vision. Employees are encouraged to take responsibility for their ongoing development in consultation with their manager, who will provide guidance and reasonable support.

A2.6 WCS is committed to attracting, developing and retaining diverse, skilled, flexible and motivated employees and will ensure they are supported and provided with effective career pathways and learning and development opportunities.

A2.7 WCS has developed this Agreement with the cooperation and support of staff representatives and employees. It was made in the knowledge that fairness, trust and collaboration are crucial in achieving our vision.

A2.8 This Agreement aims to provide a comprehensive and simplified document incorporating all terms and conditions of employment of all WCS staff, excluding employees engaged under different employment instruments.

A2.9 This Agreement merges the two previous enterprise agreements which determined the terms and conditions of employment for all WCS employees. This one Agreement replaces these two previous enterprise agreements.

A2.10 These previous Agreements, the *Community Sector Multiple Enterprise Agreement 2014-2018 (Australian Capital Territory)* ([2016] FWCA 1425) and the *Woden Community Service Inc (Early Childhood Education & Care and School Age Care) Enterprise Agreement 2014-2017* ([2014] FWCA 8290) have some distinct and stand-alone provisions which, by the nature of the workforce, means that there are provisions specifically relating to the Children's Services workforce and other conditions that relate to the balance of the workforce.

A2.11 There have been, however, opportunities to merge and simplify some conditions while other conditions unique to one enterprise agreement (and hence one group of employees) have been broadened to enable access to all employees.

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A2.12 WCS aims that the benefits and conditions contained in this Agreement, coupled with WCS's *Strategic Plan 2021-2025*, Human Resources policies and procedures and *Strategic Workforce Plan 2021-2025* will support WCS being an employer of choice.

### A3 Parties bound

A3.1 This Agreement is made between the parties being Woden Community Service Incorporated (ABN 80 527 241 761) current employees of Woden Community Service (hereafter referred to as "WCS, the "employer" and the "organisation") whose classifications are contained in Schedules B and D of this Agreement, the Australian Services Union and the United Workers Union.

### A4 Definitions

In this Agreement:

|  |   |
|--|---|
| <b>Act</b>                                     | the <i>Fair Work Act 2009</i> (Cth)   |
| <b>Agreement</b>                               | the <i>Woden Community Service Inc – Caring for Our People, Building Our Capability to Serve, Enterprise Agreement 2021-2023</i>                                    |
| <b>Approved leave</b>                          | any form of leave of an employee approved by the CEO or delegate  |
| <b>AQF</b>                                     | the Australian Qualifications Framework   |
| <b>Award</b>                                   | A legal document that outlines minimum pay rates and conditions of employment   |
| <b>Base rate of pay</b>                        | the rate of pay for a classification outlined in Schedules B and D, that is, the rate of pay without any casual loading, shift penalties or other loadings included |
| <b>CEO</b>                                     | the Chief Executive Officer of WCS Inc or nominated delegate  |
| <b>Childcare</b>                               | a program providing care, support supervision and development for children  |
| <b>Children's Services and early childhood</b> | sector of early childhood (non-school) education services including early learning centres  |

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| <b>education sector</b>          |   |
| <b>Community Services Worker</b> | a person engaged in the provision of social and community services including recreation work, community transport or community development work, including engaging in policy, advocacy or representation on behalf of organisations carrying out such work and the provision of disability services. This includes 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                             |
| <b>Confidential information</b>  | information that has any actual or potential commercial value or any information relating to WCS's business operations, employees or clients, including details of business relationships, agreements, contracts, financial information. Confidential information includes business proposals and plans, client lists, pricing methods, or personal, or organisational information; or information acquired solely by employment with WCS, or information imparted in confidence by the employer, our clients and business partners |
| <b>De facto spouse</b>           | a person who lives with the first mentioned person in a marital-like relationship on a bona fide domestic basis although not legally married to that person and includes a partner of the same sex and a former de facto spouse   |
| <b>Delegate</b>                  | a WCS employee who has been delegated powers under the <i>WCS Human Resources Delegations Instrument</i>  |
| <b>Early Childhood Educator</b>  | a person engaged in the provision of children's services who has, or is working towards, a recognised vocational qualification  |
| <b>Early Childhood Teacher</b>   | any person employed as such in an Early Childhood Centre  |
| <b>Employee</b>                  | a person employed by WCS Incorporated (ABN 80 527 241 761) under this Agreement   |
| <b>Employer and WCS</b>          | WCS Inc (ABN 80 527 241 761)  |

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| <b>Executive</b>                            | <p>An Executive means the following management of WCS:</p> <ol style="list-style-type: none"> <li>1. the Chief Executive Officer (CEO)</li> <li>2. the Chief Financial Officer; and</li> <li>3. employees in senior management whose position title includes “Director”</li> </ol>  |
| <b>Home Care Services Worker</b>            | a person engaged in the provision of personal care, domestic assistance or home maintenance to an aged person or a person with a disability in a private residence  |
| <b>Immediate family or household member</b> | the employee’s spouse (meaning former spouse, de facto spouse and former de facto spouse), partner, child (meaning adopted child, stepchild, an ex-nuptial child and an adult child), parent, father-in-law, mother-in-law, grandparent, grandparent-in-law, grandchild, brother, sister, brother-in-law, sister-in-law or any person who lives with the employee permanently |
| <b>Long day care centre</b>                 | a childcare establishment which usually provides services over a period of approximately eight hours or more each day for approximately 48 weeks or more during the year  |
| <b>NES</b>                                  | the National Employment Standards (NES) as contained in sections 59 to 66 of the <i>Fair Work Act 2009</i> (Cth). Where this Agreement refers to a condition of employment provided for in the NES, the NES definition applies unless an alternative meaning is clear   |
| <b>Occasional care</b>                      | a service that provides short-term childcare  |
| <b>Out-of-school hours care</b>             | a program providing childcare and recreation before and/or after school hours and/or during school holiday periods  |
| <b>Preschool</b>                            | <p>a kindergarten, day school or nursery school and includes:</p> <ul style="list-style-type: none"> <li>• a full day care centre which means an establishment which does not operate on a sessional basis, but which usually operates</li> </ul>   |

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|   | <p>during hours and terms which approximate those of a recognised school</p> <ul style="list-style-type: none"> <li>• a sessional care centre which means an establishment which operates based on morning and/or afternoon sessions and which usually operates during hours and terms which approximate those of a recognised school</li> </ul> |
| <b>School education weeks of the year</b>     | the school education weeks of the year as gazetted or recognised in the relevant State or Territory  |
| <b>Standard rate</b>                          | the minimum weekly rate for a Children’s Services Employee Level 3.1 (Certificate III qualified)   |
| <b>Spouse</b>                                 | includes a current and a former spouse   |
| <b>Unit</b>                                   | a group or class of children which does not at any one time exceed 25 children, but which need always not necessarily consist of the same children   |
| <b>Vacation care</b>                          | a service that provides care for school age children during non-term time  |
| <b>WCS, the employer and the organisation</b> | WCS Inc (ABN 80 527 241 761)   |

## **A5 NES precedence**

- A5.1 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.

## **A6 Relationship to other awards, agreements and legislation**

- A6.1 This Agreement is intended to be a comprehensive enterprise agreement encompassing all terms and conditions of employment and shall operate to the exclusion of any industrial awards and any enterprise agreements previously applying to the employment of employees but does not include laws which cover superannuation, work health and safety, workers’ compensation, discrimination, child labour, equal employment opportunity or training arrangements.

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**A7 Duration of the agreement**

- A7.1 This Agreement shall operate from seven days after the approval of the Agreement by the Fair Work Commission and have a nominal expiry date, two years from that date.

**A8 Individual flexibility agreement**

- A8.1 Notwithstanding any other provision of the Agreement, WCS and an individual employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of WCS and the individual employee.

- A8.2 The terms WCS and an individual employee may agree to vary, are those concerning:

- arrangements for when work is performed, such as working hours
- overtime rates
- penalty rates
- allowances
- leave loading.

- A8.3 WCS and the individual employee must have genuinely made the agreement without coercion or duress, subject to operational needs.

- A8.4 The agreement between WCS and the individual employee must be confined to a variation in the application of one or more of the terms listed in clause A8.2 and result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.

- A8.5 WCS will ensure that the terms of the individual flexibility agreement:

- are permitted matters under section 172 of the Fair Work Act 2009
- are not unlawful terms under section 194 of the Fair Work Act 2009
- result in the employee being better off overall than the employee would be if no arrangement was made.

- A8.6 The agreement between WCS and the individual employee must also:

- be in writing, name the parties to the agreement and be signed by WCS and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian
- state each term of this agreement that WCS and the individual employee have agreed to vary
- detail how the application of each term has been varied by agreement between WCS and the employee
- detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment, and



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- state the date that the agreement commences to operate.

A8.7 Except as provided in the first bulleted point of clause A8.6, the Agreement must not require the approval or consent of a person other than WCS and the individual employee.

A8.8 WCS must give the individual employee a copy of the Agreement within 14 days of the signed date and keep the agreement as a time and wages record.

A8.9 If WCS seeks to enter into an Agreement, WCS must provide a written proposal to the employee. Where the employee's understanding of written English is limited, WCS must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

A8.10 The agreement may be terminated:

- by WCS or the employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period, or
- at any time, by written agreement between WCS and the individual employee.

A8.11 The right to make an Agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision of an agreement between WCS and an individual employee contained in any other term of this Agreement.

## **A9 Delegation**

A9.1 The Delegate may delegate or authorise to a person within WCS any powers or functions under this Agreement.

A9.2 Where the Agreement implies that approval is necessary or specifies that payment will be made or leave will be granted, but a head of power is not specified, the Agreement should be read as meaning the approval of the Delegate will be obtained prior to the action occurring.

## **A10 Closed Agreement**

A10.1 This Agreement is a closed Agreement in settlement of all matters for its duration other than those prescribed by statute. There will be no further claims whether those claims relate to matters expressly covered by this Agreement.

## **A11 Variations to the Agreement**

A11.1 This Agreement may only be varied in accordance with section 210 of the *Fair Work Act 2009* (Cth).

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**A12 Relationship to WCS policies**

A12.1 WCS policies and guidelines do not form part of this Agreement. They are to be read and applied separately and concurrently with the provisions contained in this Agreement.

**A13 Employee coverage**

A13.1 This Agreement covers all WCS employee classifications contained in Schedules B and D. This Agreement does not apply to members of the WCS Executive team.

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## **PART B – Salary and classification**

### **B1 Salary increases**

- B1.1 Salary increases for the duration of this Agreement will be consistent with National Wage increases as determined by the Fair Work Commission.

### **B2 Method of salary payment**

- B2.1 Employees will have their salary paid fortnightly in arrears by electronic funds transfer to a nominated account with a financial institution of their choice located in Australia.

### **B3 Employment categories**

- B3.1 **Full-time employment** means an employee who regularly works at least 37.5 hours per week if they are a Children's Services employee and at least 38 hours per week for all other employees. Full-time employees shall be entitled to full-time benefits.
- B3.2 **Part-time employment** means an employee other than a casual employee who is engaged to work on a reasonably predictable basis, with a regular pattern of work, that is less than full-time employment hours per week.
- B3.3 Where a part-time employee works additional hours to replace another employee who is temporarily absent from duty, those additional hours will not be taken to have changed the employee's ordinary hours.
- B3.4 Part-time employees shall work regular hours and days in accordance with clause C4.1.
- B3.5 For ordinary working hours, a part-time employee shall be paid the hourly rate as defined for the work performed and shall be entitled to all entitlements under this agreement.
- B3.6 Part-time employees shall be entitled to applicable conditions and entitlements on a pro-rata basis.
- B3.7 A **casual employee** is one who is engaged as such with no firm advance commitment of continuing or indefinite work according to an agreed pattern of work.
- B3.8 A casual employee will be paid per hour calculated at the rate of 1/37.5<sup>th</sup> (**Children's Services** employees) and 1/38<sup>th</sup> (**other staff**) of the weekly rate appropriate to the employee's classification. In addition, a loading of 25% of that rate will be paid instead of the paid leave entitlements accrued by full-time and part-time employees.
- B3.9 A casual employee may become a permanent employee (full-time or part-time) in accordance with the casual conversion provisions in the NES. Casual conversion is facilitated through the *Fair Work Amendment (Supporting Australia's Jobs and*

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*Economic Recovery) Act 2021.* WCS is committed to adhering to all statutory requirements, as varied from time to time, relating to the conversion of casual employees.

**B3.10 Fixed term or specified task employment** - nothing in the above provisions prevents employment for a fixed term or specified task. A fixed term employee may be engaged to work on either a full-time or part-time basis:

- in a position which is temporary in nature for a specified period or
- for the completion of a specified task(s) or project or
- to relieve in a vacant position arising from an employee taking leave in accordance with this agreement or
- where WCS has reason to believe that the position is unlikely to be ongoing.

**B3.11** This Agreement shall apply to the fixed term employee except to the extent that this Agreement expressly provides that it does not apply.

**B3.12** If a fixed term employee is subsequently appointed to a permanent position with WCS, any period of the fixed term contract completed immediately prior to the commencement of the permanent position shall be recognised as service with WCS for calculating leave entitlements, provided that the employee has not taken or received payment in lieu of any leave entitlements.

#### **B4 Salary on engagement**

**B4.1** Where an employee commences employment with WCS, the appropriate WCS delegate will determine the salary to be paid within the relevant classification level having regard to the experience, qualifications and skills of the employee and their likely contribution to WCS.

#### **B5 Salary on reduction**

**B5.1** Where an employee requests in writing, or agrees to a request in writing, to perform work at a lower classification level, salary will be determined at a rate applicable to the lower level for the period specified.

**B5.2** Where an employee permanently reduces to a lower classification, the delegate will determine salary within the lower classification level having regard to the experience, qualifications and skills of the employee, and the circumstances under which the reduction occurred.

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## **B6 Salary advancement**

- B6.1 *Progression:* 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 classification level. Advancement is dependent upon the employee demonstrating competency and satisfactory performance over a minimum period of 12 months at each pay point within the classification level. Movement to a higher classification will only occur through promotion.
- B6.2 *Salary on promotion:* Where an employee is promoted from an existing classification to a higher classification, the employee shall be paid, upon commencement in the higher position, at the appropriate rate, as determined by the delegate (refer to WCS's *HR Delegations Instrument*). The appropriate rate may be above the base incremental point if the employee has acted in the higher classified position/s for a period of 12 months or greater.
- B6.3 If the employee has acted in several positions at the higher level/s, the higher duties periods will count towards the calculation of the incremental movement date, subject to such higher duties having been performed within two years of the date of promotion. The delegate may determine a rate above the base rate of the calculation. Refer to WCS's *Human Resource Delegations Instrument* 'Determine salary rate on promotion'.
- B6.4 In cases where the minimum rate of the higher classification is the same as the promoted employee's current salary, the promoted employee shall be paid at the first salary point above their current salary.

## **B7 Salary for part-time employees**

- B7.1 Salary for part-time employees will be calculated according to the number of hours worked, on a pro-rata basis of a standard day. For **Children's Services** employees, a standard day is 7 hours and 30 minutes. For **other staff**, the standard day is 7 hours and 36 minutes.

## **B8 Salary packaging**

- B8.1 Voluntary access to flexible remuneration-packaging may be made available to employees on a salary sacrifice basis in accordance with organisational policies and guidelines.
- B8.2 WCS will provide information on salary sacrificing and flexible remuneration-packaging, as well as how this corresponds to WCS policies and guidelines, upon an employee's request.
- B8.3 All costs incurred because of flexible remuneration-packaging under these provisions will be met by the employee.

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**B9 Casual rates**

- B9.1 Casual employees engaged for periods that are intermittent or irregular will receive a loading of 25% of their hourly rate in lieu of public holidays and paid leave, other than long service leave. Such employees will accrue long service leave in accordance with the *Long Service Leave Act 1976 (ACT)* and as amended.
- B9.2 WCS undertakes to engage, wherever operationally possible, casual employees at their preferred work location/s. The major consideration in engaging casual employees is to meet service delivery needs.
- B9.3 The minimum hours of engagement of **non-Children's Services employees** is 3 hours and for **Children's Services employees** is 2.5 hours.
- B9.4 Casual employees performing work in Disability Services will be paid a minimum of two hours for each shift.
- B9.5 Casual employees will be paid the casual loading in clause B9.1 in addition to the shift rates which apply.

**B10 Junior Rates**

- B10.1 Junior employees employed as Early Childhood Educator Level 3, 4 and 5 must be paid at the appropriate adult rate.
- B10.2 Junior employees employed as Early Childhood Educator Level 1 or Early Childhood Educator Level 2 will be paid no less than the following percentages of the corresponding Early Childhood Educator Level 2 rate:

| Age            | % of adult rate |
|----------------|-----------------|
| Under 17 years | 70              |
| Under 18 years | 80              |
| Under 19 years | 90              |
| Under 20 years | 100             |

**B11 Supported rates**

- B11.1 Employees who have a disability to the extent that they meet the impairment criteria for the Disability Support Pension (DSP), may be employed under this Agreement and be paid a supported salary, appropriate to the classification in which they are employed.

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**B12 The WCS classification system**

- B12.1 The classification structures that apply to WCS employees are at Schedules B and D. **Schedule B** applies to **all WCS employees** covered by this Agreement except for **Children's Services employees**, who are covered by **Schedule D**.

**B13 Classification and reclassification of positions**

- B13.1 Positions will be classified or reclassified in accordance with the work level descriptions provided for in Schedules B and D of this Agreement. An employee may make a written application for reclassification of their position.

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## PART C – Working hours

### C1 Principle

- C1.1 WCS is committed to providing flexibility in working arrangements that allows WCS to be responsive to client needs and to assist employees to balance their personal and work commitments. However, it is acknowledged that many services provided by WCS require employee attendance for the duration of a rostered work period and therefore flexibility is limited.

### C2 Ordinary hours – full-time employees

- C2.1 Ordinary weekly hours vary within the WCS workforce. **Children's Services employees** are engaged full-time to work on an average 37.5 hour per week over a one, two- or four-week cycle. **Other employees** are engaged full-time on 38 hours a week averaged over a seven, 14, 21- or 28-day cycle, depending on rosters in use. Except for the provisions of clause C5, all employees are eligible for an unpaid meal break after five hours continuous duty.
- C2.2 Ordinary hours for **Children's Services employees** will be worked in periods not exceeding eight hours per day, in unbroken periods excluding meal breaks, between Monday and Friday. Subject to the provisions of clause A8 and by agreement between WCS and an employee, an employee may be rostered to work up to a maximum of 10 hours in any one day. Ordinary hours may be worked between 6.00am and 6.30pm. Where broken shifts are worked, the spread of hours can be no greater than 12 hours per day.
- C2.3 All day shift employees shall receive two clear days off each week.
- C2.4 All night shift employees shall receive two clear nights off each week provided that during any working period not exceeding three consecutive weeks, the night off may, with the approval of WCS be allowed to stand over and be taken at a time mutually agreed upon in any one period of consecutive nights.

### C3 Span of hours

- C3.1 For **Children's Services** employees, the span of hours is 6.00am to 6.30pm. For **other employees**, the span of hours is 6.00am to 8.00pm.

### C4 Part-time employees

- C4.1 A part-time employee means an employee other than a casual employee who is engaged to work on a reasonably predictable basis, with a regular pattern of work, less than 37.5 (**Children's Service's**) hours per week or 38 (**other staff**) hours per week.



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**C5 Six hours continuous employment**

- C5.1 Employees who are engaged for not more than six hours per day may elect to forego a meal break.

**C6 Request for flexible working arrangements**

- C6.1 An employee may request flexible working arrangements. WCS will prioritise consideration of requests from employees who:

- are a parent, or have responsibility for the care of a child who is of school age or younger
- are aged 55 years or older
- are approaching retirement
- are a carer
- have a disability
- are experiencing violence from a member of the employee's family or
- provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing violence from the staff member's family.

Note: Examples of changes in working arrangements include changes in hours of work, changes in patterns of work and changes in location of work.

- C6.2 An employee is not entitled to make the request unless they have successfully completed their probation.
- C6.3 The request must be in writing and set out details of the change sought and the reasons for the change.
- C6.4 WCS must give the employee a written response to the request within 21 days, stating whether WCS grants or refuses the request.
- C6.5 WCS may refuse the request only on reasonable business grounds. WCS may request a trial of the proposed arrangements to determine the suitability for the business operations and if this trial is unsatisfactory the original working arrangement will be reinstated with four weeks' notice.
- C6.6 If WCS refuses the request, the written response under clause C6.4 must include the reasons for the refusal.

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**C7     Unauthorised absence**

- C7.1 Where an employee is absent from duty without approval, all pay and other benefits provided under this Agreement will cease to be available until the employee resumes duty.

**C8     Overtime – non-Children’s Services employees**

- C8.1 Reasonable overtime: Subject to clause C8.2, WCS may require an employee to work reasonable overtime at overtime rates.
- C8.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
- any risk to employee health and safety
  - the employee's personal circumstances, including any family responsibilities
  - the needs of the workplace or enterprise
  - the notice (if any) given by WCS of the overtime and by the employee of their intention to refuse it and
  - any other relevant matter.
- C8.3 Prior approval: Overtime shall only be worked with the prior approval of WCS, consistent with WCS policy and procedures.
- C8.4 Definition: All authorised time worked by employees more than ordinary full-time hours of work shall be overtime. This may be defined as time worked more than full-time hours worked on either a daily basis (i.e. seven hours and 30 minutes) or more than 76 hours worked over a fortnight.
- C8.5 Rates: Overtime worked on Monday to Saturdays inclusive shall be paid at the rate of time and a half for the first three hours and double time thereafter. Overtime worked on Sundays shall be paid at the rate of double time.
- C8.6 Time off in lieu of overtime: Subject to other provisions of this clause, by mutual agreement, time off may be granted in lieu of payment. Time off in lieu of payment shall accrue at the following rates:
- The first 76 hours (75 hours for **Children’s Services employees**) i.e. normal full-time hours in any two-weekly cycle on an hour for hour basis
  - The first three hours in excess of full-time hours at time and a half for each hour of overtime worked
  - Any overtime worked in excess of three hours over normal full-time hours on one day is paid at double time

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- Any work in excess of 76 hours (75 hours for **Children's Services employees**) in one fortnight: First three hours at time and a half, hours exceeding three hours at double time.
- C8.7 Time off in lieu accrued shall be taken as soon as practicable after the extra duty. By mutual agreement, an employee may accumulate up to ten hours' time in lieu.
- C8.8 By mutual agreement, where an employee has accumulated ten hours' time in lieu, the employee may take the time off in conjunction with annual leave at the rate of one and a half hours off for each hour of overtime worked. In such circumstances, the time off in lieu shall not attract annual leave loading as provided for in E4.8.
- C8.9 Minimum payment: An employee who is required to work overtime on a Saturday, Sunday or public holiday shall:
- be paid for a minimum of three hours;
  - not be required to work the full three hours if the work to be performed is completed in a shorter period.
- C8.10 Calculation of payment: The hourly rate to be used for such calculations shall be that defined in clause C8.9. In the case of casual employees, overtime payments shall be in addition to the 25% casual loading, so that:
- Where time and a half is applicable, the rate of pay shall be 175% of the hourly rate
  - Where double time is applicable, the rate of pay shall be 225% of the hourly rate.
- C8.11 In calculating overtime payments, each day's work stands alone.
- C8.12 Recall to work: An employee who is recalled to work overtime after leaving the place of employment, shall be paid for a minimum of three hours' work at the appropriate rate for such time recalled.
- C8.13 An employee recalled shall not be required to work the full three hours if the work to be performed is completed in a shorter period.
- C8.14 Clause C8.12 shall not apply when overtime is continuous with the completion or commencement of working ordinary working time.
- C8.15 Subject to clause C8.16, where an employee is recalled for duty on their programmed day off, they shall be paid in accordance with the provisions of clause C8.12 and shall be entitled to substitute another day for the programmed day.
- C8.16 Where a full-time employee has been given prior notice of at least 24 hours that they will be required to work on their programmed day off due to an emergency, the employee shall be paid at ordinary time for that day and a substitute day off shall be granted.

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- C8.17 **Transport:** When an employee is required to work overtime and finishes work at a time when normal means of transport are not available, WCS shall provide the employee with the cost of a taxi and the time of travel shall be paid as time worked. If the employee uses their own vehicle, they shall be paid the appropriate mileage allowance provided for in clause D2 and the time of travel shall be paid as time worked.
- C8.18 **Meal break and allowance:** An employee working overtime shall be allowed a meal break of 30 minutes without deduction of pay after each four continuous hours of overtime worked.
- C8.19 **Rest breaks:** An employee shall have at least ten hours free from duty between the completion of a period of overtime and commencement of their next ordinary working day.
- C8.20 Where an employee is unable to have a break as provided for in clause C8.19, payment for all time worked, whether normal or rostered working hours or not, shall be at overtime rates until a break is taken.

## **C9 Overtime - Children's Services employees**

### **C9.1 Entitlement to overtime rates:**

- a full-time employee is paid at overtime rates for any work performed outside of their ordinary hours of work
- a part-time employee who agrees to work in excess of their normal hours will be paid at ordinary time up to eight hours provided that the additional time worked is during the ordinary hours of operation of the early childhood service. No part-time employee may work in excess of eight hours in any day without the payment paid for at the rates prescribed in clause C9.2
- a casual employee who works in excess of eight hours on any day or shift or 37.5 hours in any one week will be paid in accordance with the penalties specified in accordance with clause C9.2
- this may be defined as time worked in excess of full-time hours worked on either a daily basis (i.e. seven hours and 36 minutes) or in excess of 75 hours worked over a fortnight.

### **C9.2 Overtime rates:**

- overtime will be paid at the rate of time and a half for the first two hours and double time thereafter. In calculating overtime, each day's work will stand alone

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- where, due to a genuine and pressing emergency, an employee is required to remain at work after their normal finishing time, such time will be paid at the ordinary rate for the employee's classification. Provided that such emergency overtime does not exceed one hour per week. For the purposes of this clause an **emergency** may include a natural disaster affecting a parent, another employee or the centre/service, the death of a child or parent, or a child requiring urgent hospitalisation or medical attention.

C9.3 *Time off instead of payment for overtime:* An employee and WCS may agree that an employee will be provided with time off instead of being paid an overtime payment for all authorised work performed outside of or in excess of the ordinary or rostered hours subject to the following:

- any periods of time off in ordinary hours will equate to the relevant period of overtime worked
- an employee must not accumulate more than 20 hours of time off which must be taken within four weeks of its accrual. Where time off is not taken, the overtime will be paid for in the next pay period at the appropriate rate of overtime applicable and
- notwithstanding dot point above, by agreement between the employee and WCS, time off instead of payment for overtime may be accrued and taken as part of annual leave.

## **C10 Overtime for all WCS part-time employees**

- C10.1 A part-time employee who agrees to work in excess of their normal hours will be paid at ordinary time for up to 7 hours and 30 minutes (**Children's Services**) and 7 hours and 36 minutes (**other staff**) provided that the additional time is worked within the appropriate span of hours.
- C10.2 No part-time employee may work in excess of the appropriate full-time hours without the payment of overtime.
- C10.3 By arrangement with the employees on each shift, an unpaid break of up to one hour but not less than one half hour shall be allowed which shall be free of all duty.

## **C11 Shift work – non-Children's Services employees**

- C11.1 **Definitions:** Afternoon shift shall mean a completed rostered shift of any number of hours commencing at or after 11.00am and finishing at or after 8.00pm on the same day.
- C11.2 Night shift shall mean a completed rostered shift worked between the hours of 8.00pm and 8.00am inclusive and finishing at or after 12 midnight.

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- C11.3 Programmed day off shall mean the entitlement to a day off accrued in accordance with clause C11.23.
- C11.4 Rostered day off shall mean the normal days off duty provided for in accordance with the roster in clauses C2.2 and C2.3.
- C11.5 The work cycle of a full-time employee shall mean either:
- For an employee working not more than eight ordinary hours on each shift, 152 hours within a work cycle not exceeding 28 consecutive days. In such a case, no full-time employee shall be required to work more than 80 ordinary hours per fortnight; or
  - For an employee working extended night shifts of between eight and ten ordinary hours each, 760 hours within a work cycle not exceeding 140 consecutive days.
- C11.6 Where staff rotate through day, afternoon and extended night shifts, the ordinary hours of duty shall be worked by a combination of the provisions of this clause.
- C11.7 All time worked in excess of eight hours on a rostered extended night shift shall be credited towards a programmed day off.
- C11.8 Day shift shall mean a shift that commences earlier than 12 noon and finished at or before 7.30pm.
- C11.9 Hours: The ordinary hours of work shall be an average of 38 per week to be worked according to the roster and in accordance with clause C2.1.
- C11.10 A part-time or casual employee shall not, unless temporarily replacing a full-time employee, work more than 76 hours in any one fortnight.
- C11.11 Penalty rates: An employee working on an afternoon shift or a night shift from Monday to Friday inclusive shall be paid an allowance calculated at the rate of 20 per cent of actual hours worked in addition to the ordinary rate.
- C11.12 The additional payments prescribed in this subclause shall not form part of the employee's ordinary pay for the purposes of this agreement.
- C11.13 Weekend work: An employee working on an afternoon shift or a night shift shall be paid for ordinary working hours between midnight Friday and midnight Saturday an additional payment calculated at the rate of 50 per cent of the ordinary rate for the actual hours worked.
- C11.14 An employee working on an afternoon shift or a night shift shall be paid for ordinary working hours between midnight Saturday and midnight Sunday an additional payment calculated at the rate of 100 per cent of the ordinary rate for the actual hours worked.

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- C11.15 The additional payments prescribed in clause C11.13 shall not form part of the employee's ordinary pay for the purposes of this agreement and shall be in substitution for and not cumulative upon the shift penalty prescribed in clause C11.11.
- C11.16 Permanent afternoon or night shift: Employees required to work permanently on afternoon or night shift shall be paid a loading of 30 per cent on actual hours worked in addition to the ordinary rate.
- C11.17 Meal breaks for shiftworkers: By arrangement with the employees on each shift, an unpaid break of up to one hour but not less than one half hour shall be allowed which shall be free of all duty.
- C11.18 Where an employee working shifts is not able to leave the premises during an unpaid meal break or is otherwise unable to take an unpaid meal break free of all duty, they shall:
- From Monday to Friday, receive an allowance as provided for in Schedule E of this Agreement per half hour of the meal break; or
  - On Saturdays, Sundays and public holidays, receive an allowance as provided for in Schedule E of this Agreement per half hour of the meal break.
- C11.19 The payment of such allowance shall not be taken to mean that the employee is not entitled to consume a meal.
- C11.20 If an employee in receipt of a meal allowance is recalled to work, the provisions of clause C11.21 apply.
- C11.21 When an employee is interrupted during a meal break by a call to duty, the extent of the interruption shall be counted as time worked and the employee shall continue the meal break as soon as practicable. If it is impracticable for the employee to complete the meal break during the remainder of the ordinary working hours, the employee shall receive the appropriate overtime pay for the time worked.
- C.11.22 There shall be at least one tea break of not less than 15 minutes per shift and this break shall be counted as time worked.
- C11.23 Where the option of rostered time off is adopted as part of a flexible working hours arrangement which enables employees to vary their hours of work at their own initiative, WCS has the right to require, and the employee has the right to request, that rostered time off accumulate to a maximum of five working days at which time the rostered time off must be taken at a time that is mutually agreed. Where agreement cannot be reached after reasonable attempts to do so, WCS may direct the employee to take enough time off to reduce the accrual to no less than one day, or may pay out the accrued time off. Rostered time off is not overtime and is paid at ordinary rates.

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- C11.24 **Rosters:** The ordinary hours of work for each employee shall be displayed on a roster in a place conveniently accessible to employees at least 14 days before the commencement of the day on which the roster commences.
- C11.25 A roster may be altered to enable the service of the organisation to be carried on in an emergency by mutual agreement.
- C11.26 Every employee shall be entitled to consecutive rostered days off duty unless varied by mutual agreement.
- C11.27 An employee shall have at least 10 hours free from duty between the completion of one rostered shift and the commencement of the next rostered shift, except that by mutual agreement the break may be eight hours where it is between two shifts, one of which is a sleepover shift.
- C11.28 If an employee is unable to have a break between shifts as provided for in clause C11.26 because of an emergency or when another employee is absent from duty, the employee shall be paid the appropriate overtime pay for all time worked in excess of their normal shift until such time as a break can be taken.
- C11.29 **Night shift:** Except as provided in clause 12.4, the period of night duty to be worked by an employee shall not exceed eight weeks in any six-monthly period.
- C11.30 The provisions of clause C11.29:
- May be varied by mutual agreement; or
  - Shall not apply if the employee is required to perform duty to enable the services of the organisation to be carried on in an emergency.
  - Except in cases of emergency, at least 14 days' notice shall be given to an employee going on night duty.
- C11.31 An employee changing from night duty (where at least two consecutive night shifts were worked) to day duty or from day duty (where at least two consecutive day shifts were worked) to night duty, shall be free from duty during the 20 hours immediately preceding the commencement of the changed duty.
- C11.32 Clause 11.31 shall not apply if the employee is required to perform duty to enable the services of the organisation to be carried on in exceptional circumstances, including emergencies.
- C11.33 **Broken shifts:** This clause only applies to employees when undertaking disability services work. A broken shift means a shift worked by an employee that includes one or more breaks (other than a meal break) and where the span of hours is not more than 12 hours.
- Payment for a broken shift will be at ordinary pay with penalty rates and shift allowances in accordance with clause C11 – Shift work – non-Children's



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Services employees, with shift allowances being determined by the finishing time of the broken shift.

- All work performed beyond the maximum span of 12 hours for a broken shift will be paid at double time.
- An employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.

## **C12 Shiftwork – Children’s Services employees**

C12.1 Despite the provisions of clauses C2.1 and C2.2, employees may be employed as shiftworkers.

C12.2 The ordinary hours inclusive of meal breaks for shiftworkers will not, without payment of overtime, exceed an average of 38 hours per week to be worked over a one, two- or four-week cycle.

C12.3 The following allowances will be paid for shiftwork:

| <b>Shift</b>                                | <b>% loading</b> |
|---|------------------|
| Early morning                               | 10               |
| Afternoon                                   | 15               |
| Night shift, rotating with day or afternoon | 17.5             |
| Night shift, non-rotating                   | 30               |

C12.4 Definitions:

- Early morning shift: means any shift commencing at or after 5.00 am and before 6.00 am
- Afternoon shift: means any shift finishing after 6.30 pm and at or before midnight
- Night shift: means any shift finishing after midnight and at or before 8.00 am or any shift commencing at or before midnight and finishing before 5.00 am
- Night shift, non-rotating: means any night shift system in which night shifts do not rotate or alternate with another shift providing the employee with at least one third of their working time off night shift in each roster cycle.

## **C13 Weekend and public holiday work - Children’s Services employees**

C13.1 Overtime on a Saturday will be paid at the rate of time and a half for the first two hours and double time thereafter.

C13.2 Provided that shiftworkers required to work ordinary hours on a Saturday, will be paid at the rate of time and a half for all hours worked. Overtime worked on a Saturday by

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shiftworkers will be paid at time and a half for the first two hours and double time thereafter.

C13.3 All time worked on a Sunday will be paid at the rate of double time.

C13.4 All time worked on a public holiday will be paid at the rate of double time and a half. Where both a public holiday and a substitute day are worked, public holiday penalties are payable for only one of those days, at the election of the employee.

C13.5 Employees working on a Saturday, Sunday or public holiday will receive a minimum payment of four hours pay.

#### **C14 Working from home**

C14.1 WCS supports the concept of working from home as a flexible work arrangement with benefits for both the employee and WCS. Arrangements may be entered into between the manager and the employee. Business requirements are a key factor in considering such arrangements.

#### **C15 Sleepovers**

C15.1 A sleepover means when WCS 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 a 24-hour care shift or an excursion pursuant to clause C16.

C15.2 An employee shall only sleepover under the following conditions:

- there is an agreement between WCS and employee in respect of each period
- a sleepover period shall consist of a maximum of eight continuous hours of a 12-hour night shift, the remaining four hours to be paid at night shift rates of an additional 20%
- no overtime shall be worked in conjunction with a night shift which includes a sleepover, other than disturbances during the sleepover period.

C15.3 WCS shall ensure that the employee is able to sleep on the premises and shall provide:

- a meal, or payment of a meal allowance
- suitable, appropriate accommodation and bedding in a single room occupied by the employee
- a bathroom or shower room, toilet and a meal room which are all reasonably accessible from the bedroom and reasonably private
- linen, cutlery, crockery and blankets.

C15.4 There shall be no charge to the employee for any of these provisions.

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C15.5 An employee engaged on a sleepover shall be paid ordinary rates for the period of the sleepover.

C15.6 Where an employee is required to perform duties during the sleepover period, each disturbance shall be recorded and paid in multiples of 30 minutes work at the appropriate night shift rate.

## **C16 Excursions**

C16.1 Where an employee agrees to supervise clients in excursion activities involving overnight stays from home, the following provisions shall apply:

- Payment at normal rates of pay for time worked between the hours of 8.00am to 8.00pm Monday to Friday up to a maximum of ten hours per day.
- Accrual of time in lieu of overtime payment for all other hours.
- Payment of overnight allowance in accordance with the provision of clause C15.

C16.2 Weekend excursions: In addition to time in lieu accrued pursuant to clause C16.1 (point 2), 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 shall not exceed 10 days.

## **C17 Non-contact time – Children's Services employees**

C17.1 Employees responsible for programming and planning for a group of children shall be allowed non-contact hours on a weekly basis in accordance with the following conditions:

- This time is to be spent on planning, preparing, researching and programming activities.
- The time non-contact hours, for the purpose of this clause are taken, will be decided by the Manager following discussion with the employee concerned.
- Wherever possible, non-contact time should be rostered in advance to minimise the disruption to the service and cost impact. If rostered non-contact time is cancelled or interrupted, the educator will be rostered to take the balance of this non-contact time within the next 48 hours. Where this cannot be accommodated, the educator will be paid overtime to complete programming outside their ordinary hours.
- If rostered non-contact time is cancelled or interrupted, the educator will be rostered to take the balance of this non-contact time within the current programming cycle and no later than two weeks later. Where this cannot be accommodated, the educator must be rostered additional hours at the

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appropriate rate to complete outstanding hours for planning, preparing, researching and programming activities in the next programming cycle.

C17.2 In ECEC services, employees responsible for programming and planning for a group of children shall be allowed four hours per week, in accordance with the terms of this clause.

C17.3 In OHSC services, employees responsible for programming and planning for a group of children shall be allowed a minimum of four hours per week, in accordance with the terms of this clause.

**C18 Meal Breaks and Rest Pauses – Children's Services employees**

C18.1 An employee working four hours or more on any engagement will be entitled to a paid rest period of 15 minutes. An employee working 6.5 hours or more on any engagements will be entitled to two such rest periods of 15 minutes each.

**PART D - Allowances**

**D1 Higher duties allowance**

**D1.1 Non-Children's Services employees**

D1.1.2 An employee who is called upon by WCS to perform the duties of another employee in a higher classification under this agreement for three consecutive working days or more, shall be paid for the period for which duties are assumed at a rate not less than the minimum rate prescribed for the higher classification.

D1.1.3 In cases where the minimum rate of the higher classification is the same as the relieving employee's current salary, the relieving employee shall be paid at the first salary level above their current salary.

D1.1.4 For the purposes of this clause, performing the duties of another employee in a higher classification involves carrying out the full range of responsibilities and obligations of the higher classification as they apply at the time that the work is performed.

**D1.2 Children's Services employees**

D1.2.1 An employee engaged in duties carrying a higher rate than their ordinary classification for two or more consecutive hours within any shift or day, will be paid for the time so worked at the higher rate provided that:

- the greater part of the time worked is spent in performing duties carrying the higher rate;

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- an employee engaged as a Children's Services Employee Level 5 (Assistant Director) who is required to undertake the duties of a Director (note: not a WCS Executive as defined in clause A4 of this Agreement) by reason of the Director's absence will not be entitled to payment under this clause unless the Director's absence exceeds two complete consecutive working days;
- an employee engaged as a Children's Services Employee who is required to undertake duties of the nominated officer by reason of the nominated officer's non-attendance outside of core hours will be entitled to payment under this clause;
- where an employee is appointed to act as the Director of a Centre or a Supervising Officer pursuant to the relevant childcare regulations, they will be paid for the entire period at the rate applicable for a Director or Supervising Officer; or
- an employee who is required to undertake the duties of another employee by reason of the latter employee's absence for the purpose of attending (with pay) an approved training course (including in-service training) will not be entitled to payment under this clause.

D.1.2.2 For the purposes of this clause, the duties of an employee will be determined by reference to this award and the employee's job description.

## **D2 Travelling and motor vehicle allowance**

- D2.1 An employee required to use their own vehicle for approved business purposes, is entitled to be paid an allowance per kilometre travelled. This amount may vary each year in accordance with any variations to the allowance made by the Fair Work Commission.
- D2.2 An employee required to travel by other means in connection with their work shall be reimbursed all reasonable travelling expenses so incurred with reasonable proof of such expenses to be provided by the employee to WCS.
- D2.3 Where an employee is required to work at night or other than their normal hours, or on any non-working day, they shall be reimbursed their fares, or if using their own vehicle to travel between their home and place of work, receive a travelling allowance, as set out in clause D2.1
- D2.4 Where an employee is required to work at times and/or in places where the use of public transport could reasonably be deemed to place the employee in a position of possible personal risk, WCS shall provide suitable transport or authorise the employee to use their own vehicle. This clause shall include, where applicable, the employee's travelling between their home and place of work.
- D2.5 Where an employee using a motor vehicle under clause D2.1 is required, under State or Territory law in which the motor vehicle is registered, to pay an additional fee for

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the registration of the motor vehicle, the employee is entitled to reimbursement of an amount equal to the amount of the excess.

- D2.6 An employee using a motor vehicle under clause D2.1 and where the employee is required to pay an amount by way of full comprehensive insurance premium that exceeds the amount that the employee would otherwise have been required to pay by way of full comprehensive insurance premium, the employee is entitled to be reimbursed an amount equal to the amount of the excess.
- D2.7 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 by the employee to WCS.

**D3 Heat allowance**

- D3.1 Where work continues for more than two hours in temperatures exceeding 46 degrees Celsius employees will be entitled to 20 minutes rest after every two hours' work without deduction of pay.
- D3.2 It will be the responsibility of WCS to ascertain the temperature.
- D3.3 The following amounts will be paid to employees employed at their current place of work prior to 8 August 1991, in the prescribed circumstances in addition to any other amounts specified elsewhere in this Agreement. Where an employee works for more than one hour in the shade in places where the temperature is raised by artificial means and:
- exceeds 40 degrees Celsius but does not exceed 46 degrees Celsius – 0.05% of the standard rate per hour or part thereof or
  - exceeds 46 degrees Celsius – 0.06% of the standard rate per hour or part thereof.

**D4 Clothing and equipment allowance**

- D4.1 Where it is necessary that an employee wears protective clothing on duty, WCS will reimburse the employee for the cost of purchasing such clothing.
- D4.2 The provisions of clause D4.1 do not apply where the clothing is supplied to the employee at WCS's expense.
- D4.3 Where protective clothing is supplied without cost to the employee it will remain the property of WCS.
- D4.4 Where an employee is required to launder any clothing referred to in clause D4.1 the employee will be paid an allowance. The rates and conditions relating to the payment of clothing and equipment allowance are at Schedule E of this Agreement.

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**D5 Broken shift allowance**

- D5.1 For **Children's Services employees**, where an employee works two separate shifts in a day, they will be paid an allowance of 1.91% of the standard rate per day for each day on which a broken shift is worked.

**D6 Excess fares allowance**

- D6.1 Where an employee is directed to work away from their normal place of work on any day the employee will be paid a daily allowance to compensate for excess fares. This provision does not apply if WCS provides or offers to provide suitable transport free of charge to the employee.
- D6.2 The rate of payment relating to the excess fares allowance is contained in Schedule E of this Agreement.

**D7 First aid allowance**

- D7.1 For **non-Children's Services employees**, an employee who holds a current first aid certificate issued by the St John's Ambulance Association or Australian Red Cross Society or equivalent qualification, and who is required by WCS to perform first aid at the workplace, shall be paid an allowance as specified in Schedule E of this Agreement. This amount will increase each year in accordance with the relevant increases awarded by the Fair Work Commission to the Social, Community, Disability and Home Care Industry Award first aid allowance.
- D7.2 For **Children's Services employees**, where an employee classified below Level 3 is required by WCS to administer first aid to children within the employee's care and the employee holds a current recognised first aid qualification such as a certificate from St John Ambulance, the Australian Red Cross or a similar body, they will be paid an allowance of 1.13% of the standard rate per day. Where the employee is employed in out-of-school hours care, the allowance will be 0.15% of the standard rate per hour.
- D7.3 Provided that a first aid officer need not be appointed where a qualified nurse is always on the premises.
- D7.4 Where an employee is required by WCS to act as a first aid officer and they do not have current qualifications, WCS must pay the costs of any required training.

**D8 Meal allowance**

- D8.1 An employee working overtime shall be allowed a meal break of 30 minutes without deduction of pay after each four hours of overtime worked.

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- D8.2 An employee required to work overtime for more than two hours without being notified on the previous day or earlier that they will be so required to work will either be supplied with a meal by WCS or paid a meal allowance in accordance with Schedule E of this Agreement.

**D9 Qualifications allowance**

- D9.1 Children's Services employees: A Director or Assistant Director (note: not a WCS Executive as defined in A4 of this Agreement) position who holds a Graduate Certificate in Childcare Management or equivalent, will be paid an all-purpose allowance, calculated at 5% of the weekly rate for an Assistant Director (Children's Services Employee Level 5.4).

**D10 Use of motor vehicle allowance**

- D10.1 Where WCS requests an employee to use their own motor vehicle in the performance of their duties, the employee will be paid an allowance in accordance with Schedule E of this Agreement.

**D11 Adjustment of expense related allowances**

- D11.1 Children's Services employees: At the time of any adjustment to the standard rate, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- D11.2 The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0). Rates are contained in Schedule E of this Agreement.

**D12 After hours duty on call allowance**

- D12.1 Support and professional supervision is provided by an After Hours Duty Manager who has specific roles and responsibilities throughout the out of hours shifts. The After Hours Duty Manager is eligible for payment of an allowance as contained in Schedule E of this Agreement.
- D12.2 Further details are available from the *After Hours Duty Manager Allowance Policy and Procedure*.



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**D13 Workplace health and safety allowance**

D13.1 WCS facilitates the nomination of several designated WHS officers. These employees are designated and trained WHS officers and receive an allowance in accordance with Schedule E of this Agreement.

**D14 Community language allowance**

D14.1 A WCS employee whose language competency is of the required standard may be paid an allowance if there is an operational or service delivery need for the language skills to be used in the workplace.

D14.2 This includes for communication with clients who are culturally and linguistically diverse (CALD) in languages other than English including First Nation's clients and/or clients with disability (for example through Auslan).

D14.3 An employee who is called upon to use their community language capability is entitled to payment of the allowance on an as-required basis. Payment of the allowance is when an employee uses their skill for at least two hours of the shift or normal day. The allowance rate is contained in Schedule E of this Agreement.

D14.4 The supervisor of the employee called upon to provide the community language support, must approve the request prior to the employee providing such support, except in exceptional circumstances. The request should not unreasonably impact on scheduled client services.

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## **PART E - Leave**

### **E1 General principle**

- E1.1 WCS is committed to providing our employees with a suite of leave provisions which provide access to paid and unpaid leave for a range of purposes to support the personal needs of employees and the business requirements of WCS.
- E1.2 WCS recognises and values all members of its diverse workforce and is committed to respecting the different needs of all its employees:
- for all purposes of leave taken to provide care or support to a member of the employee's family, or a member of the employee's household, "relative" includes a person related by blood, marriage, kinship or affinity and "household" means people living in the same domestic dwelling
  - for the purposes of 'parental' leave, this includes birth parents, adoptive parents, foster parents, kinship care arrangements and children of a partner. For adoptive and foster parents, this entitlement shall begin from the time the child enters their care.
- E1.3 For all the leave types described in this Part, further explanatory information can be found in WCS's *Leave Policy and Guidelines*.

### **E2 Deferral of leave accrual**

- E2.1 Taking unpaid leave will mean, in many cases, that the employee's leave entitlements and length of service stop accruing during that period of unpaid absence. The main exception to this is unpaid community service leave.

### **E3 End of year**

- E3.1 WCS is closed during the period between Christmas Day and New Year's Day. Shut down leave on full ordinary pay is granted to all permanent and fixed term employees for their standard working days in the period not deemed to be public holidays. Delegation to approve the end of year break is held by the CEO, and Director, Corporate Services.

### **E4 Annual leave**

- E4.1 Annual leave is provided by the NES, and this Agreement contains additional provisions. An employee, other than a casual employee, shall be entitled to the following annual leave with pay for each year of service, accrued progressively during the year.

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- E4.2 An employee regularly rostered for duty over seven days of the week or who regularly works shift work is entitled to five weeks. Any other employees are entitled to four weeks.
- E4.3 For the purpose of the NES, a shiftworker is an employee who works for more than four ordinary hours on 10 or more weekends during the yearly period in respect of which their annual leave accrues and is entitled to an additional week's annual leave on the same terms and conditions. Shiftworkers, while on annual leave, will be paid the higher of the 17.5% annual leave loading or the shift penalties the employee would have received had they not been on annual leave.
- E4.4 Annual leave does not include any of the public holidays contained in clause E7. If any public holidays occur during an employee's annual leave, no deduction from the annual leave for that public holiday/s occurs.
- E4.5 Annual leave will be taken by agreement within a period of six months from the end of the year in which the leave accrued except where either party gives six weeks' written notice of the leave being taken by the employee or that the leave must be taken. An employee may accrue up to a maximum of eight weeks annual leave, with the agreement of their manager.
- E4.6 Approval for annual leave should be sought at least seven days prior to the commencement of one week's annual leave, one month in advance for two to four weeks' leave and two months' notice for annual leave exceeding one month.
- E4.7 Any unpaid annual leave will be paid on separation from WCS.
- E4.8 In addition to the payments prescribed in clause E4.1, an employee taking annual leave will receive a loading of 17.5%.
- E4.9 Full details including definitions, eligibility and the process for approval are included in WCS's *Leave Policy and Guidelines*.

**E5 Purchased leave**

- E5.1 An employee (excluding a casual employee) with the approval of the Delegate, may elect at any time to purchase up to an additional 10 working days leave each year. The monetary amount will be deducted from the employee's annual salary on a fortnightly basis.
- E5.2 Such deductions do not affect the employee's gross salary for superannuation purposes.
- E5.3 An employee may purchase leave in blocks of five days (i.e. one working week) up to two working weeks (i.e. 10 working days).
- E5.4 Deductions for purchasing additional leave, while deducted fortnightly, will be at a fixed rate. If salary movements through NWC adjustments or other changes in the

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employee's rate of pay occur, such increases or reductions will be recalculated when the employee takes the leave.

- E5.4 Full details including definitions, eligibility and the process for approval are in WCS's *Leave Policy and Guidelines*.

## **E6 Personal leave**

- E6.1 The provisions of this clause apply to full-time and part-time employees, but do not apply to casual employees, except in respect of clauses E6.16 and E6.17, both of which apply to all employees.

- E6.2 *Amount of paid personal leave:* Paid personal leave will be available to an employee in accordance with the NES, subject to the following additional provisions.

- E6.3 The amount of personal leave to which an employee is entitled depends on how long they have worked for WCS and accrues as follows:

15 days will be available in the first year of service.

In any year, unused personal leave accrues by the lesser of: 15 days less the amount of sick leave and carer's leave taken during the year; or the balance of that year's unused personal leave.

- E6.4 Managers will monitor the extent and pattern (if any) of absences using personal leave. Where a manager identifies a pattern of personal leave absences including Mondays, Fridays or adjacent to public holidays, or a person takes five days or more un evidenced personal leave in any calendar year, the manager may request evidentiary material. The manager must advise the employee that they will be required to provide evidence prior to the employee taking any further periods of personal leave. Where the employee does not provide the requested evidence, any personal leave will ordinarily be without pay.

- E6.5 There shall be no payment of portions of leave not taken, on retirement or termination.

- E6.6 An employee must take all reasonable steps to provide WCS with the earliest possible notice of their absence from work. If it is not practicable for the employee to give prior notice of absence, the employee must notify their supervisor by telephone – not text or email – at the first opportunity on the day of absence.

- E6.7 Personal Leave will accrue progressively during the year and accumulates from year to year in accordance with the National Employment Standards.

- E6.8 *Immediate family or household:* The entitlement to carer's or compassionate leave is subject to the person in respect of whom the leave is taken being either:

- a member of the employee's immediate family or
- a member of the employee's household.

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- E6.9 The term “**immediate family**” includes a spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee.
- E6.10 **A de facto spouse**, in relation to a person, means a person who lives with the first mentioned person as the partner of that person on a bona fide domestic basis although not legally married to that person. This includes same-sex partners.
- E6.11 A child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee are classified as immediate family.
- E6.12 Sick leave: An employee is entitled to use up to 15 days of the current year's personal leave entitlement as sick leave in the first year of service and 15 days in the second and subsequent years of service.
- E6.13 An employee is entitled to use accumulated personal leave for the purposes of sick leave where the current year's sick leave entitlement has been exhausted.
- E6.14 Sick leave for more than three consecutive days requires the production of a medical certificate or such other evidence that would satisfy a reasonable person that the leave taken is due to illness or injury. A maximum of five days may be taken without a medical certificate within the employee's sick leave year.
- E6.15 If the full period of sick leave as described above is not taken in any year, such portion as is not taken shall be cumulative from year to year. There shall be no payment of portions of leave not taken, on retirement or termination.
- E6.16 Carer's leave: An employee is entitled to use personal leave to care for a member of their immediate family or household, in accordance with the NES. The employee shall, if required, provide a medical certificate or statutory declaration as evidence of their caring responsibility.
- E6.17 An employee may take a period of unpaid family/carers' leave, subject to agreement between WCS and the employee. The employee has a right to at least two days unpaid carers' leave.
- E6.18 The employee shall, wherever practicable, give WCS notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence.
- E6.19 If it is not practicable for the employee to give prior notice of absence, the employee shall notify WCS by telephone of such absence at the first opportunity on the day of absence.
- E6.20 Part day absences: To calculate deductions from personal leave accruals where employees taking such leave are absent for part of a day, the following procedure shall be used:

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- leave credits should be converted into hours based on a 7.6-hour day, or in the case of **Children’s Services employees** 7.5-hour day and
- leave taken to the nearest quarter of an hour, should then be deducted from this total.

E6.21 *Sickness on programmed day off:* Where an employee is sick or injured on the weekday they are to take off in accordance with clauses E6.17 or E6.18 they shall not be entitled to sick pay nor will their personal leave entitlements be reduced because of their sickness or injury on that day.

E6.22 *Sickness while on leave:* Where an employee falls sick or suffers an injury while on leave and provides to WCS a medical certificate stating that they were unable to perform their normal duties, they shall be granted, at a time convenient to WCS, additional leave equivalent to the period of incapacity. This is provided that the period of incapacity is of at least five working days' duration. Subject to sick leave credits, the period of certified absence shall be paid for and debited as sick leave.

E6.23 Full details including definitions, eligibility for payment and process for approval are included in WCS’s *Leave Policy and Guidelines*.

## **E7 Community service leave**

E7.1 Community service leave is provided for in the NES. Employees, including casual employees, can take community service leave for certain activities such as voluntary emergency management activities and jury duty, including for jury selection.

E7.2 Community service leave does not accrue from year to year.

E7.3 Full details including definitions, eligibility for payment and process for approval are included in WCS’s *Leave Policy and Guidelines*.

## **E8 Compassionate leave**

E8.1 All WCS employees, including casual employees, are entitled to compassionate leave – also known as bereavement leave.

E8.2 Full details including definitions, eligibility for payment and process for approval are included in WCS’s *Leave Policy and Guidelines*.

## **E9 Parental leave**

E9.1 Parental leave is provided by the NES and is separate and additional to the Paid Parental Leave Scheme provided by the federal government. Parental leave under the NES includes 12 months unpaid leave for eligible employees and provides for a range of rights and entitlements such as:

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- leave able to be shared between a couple
- adoption leave
- notice periods and timing of leave before birth
- notice and evidence requirements
- a right to require an extension of leave by up to 12 months
- unpaid special maternity leave where the employee has pregnancy-related illness
- transfer to a safe job in certain circumstances
- a right for the employee to be consulted about workplace change that could have a significant effect on the employee
- rights in relation to return to work.

- E9.1 All employees, including casual employees, with at least one year's service at the time of birth or adoption placement may access a range of entitlements in relation to parental leave, depending upon their employment type.
- E9.2 WCS offers up to 12 weeks paid parental leave for the primary carer in addition to other entitlements guaranteed by the National Employment Standards.
- E9.3 A secondary carer is entitled to up to two weeks paid parental leave.
- E9.4 WCS undertakes to contribute employer superannuation contributions at the Services Australia Parental Leave Pay rate for up to a maximum of 18 weeks while the employee is on parental leave without pay.
- E9.5 Full details including definitions, eligibility for payment and process for approval are included in WCS's *Leave Policy and Guidelines*.

## **E10 Foster care and short-term care leave**

- E10.1 Foster and short-term care leave is available to employees to enable them to be absent from duty to:
- care for a child in an emergency or other short term out of home care placement, including kinship arrangements, that has not been determined to be permanent; and
  - support the protection of the family and children under the Human Rights Act 2004 and the Children and Young People Act 2008.
- E10.2 Eligibility: Foster and short-term care leave is available to employees other than casual employees who are the primary care giver of a child in an emergency or other out of home care placement that has not been determined as permanent.
- An employee who has completed at least twelve months continuous service, including recognised prior service, is eligible for Foster and Short-Term Care leave.

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**E10.3 Entitlement:** An eligible employee will be entitled to a period of paid leave proportionate to the duration of the caring arrangement per application and up to a maximum of 10 working days/shifts per calendar year.

Example 1: An emergency care placement of 48 hours will entitle an employee to up to two days/shifts of leave.

Example 2: A short term care placement of up to two years' duration will entitle an employee to up to 10 working days/shifts of leave.

**E10.4** Where the duration of the existing arrangement is subsequently altered, for example, a change from an emergency placement to a short-term placement, the employee may, subject to further application and approval, have their leave extended up to a maximum period of ten working days/shifts.

- This entitlement does not increase when the short-term caring arrangement involves more than one child at the time of application.
- Foster and Short-Term Care leave is non-cumulative.
- Where an employee exhausts their paid leave entitlement under this clause the employee may seek approval for further unpaid leave.

**E10.5** Full details including definitions, eligibility for payment and process for approval are included in WCS's *Leave Policy and Guidelines*.

## **E11 Paid bonding leave**

**E11.1** Where an employee is adopting a child aged six or over, WCS provides the employee with five days paid bonding leave at the time of adoption of the child.

**E11.2** Where the child is under the age of six years, the employee will be entitled to paid leave as outlined for WCS paid maternity leave (12 weeks as above). In these circumstances, the term maternity extends to parental leave in general to be inclusive of paternity leave in cases of adoption.

**E11.3** Full details including definitions, eligibility for payment and process for approval are included in WCS's *Leave Policy and Guidelines*.

## **E12 Pregnancy loss leave**

**E12.1** The provisions of this clause apply to full-time and part-time employees, but do not apply to casual employees except in respect of clauses E6.16 and E6.17 (notification of absence), both of which apply to all employees.

**E12.2** In the event that an employee or their partner suffers pregnancy loss, WCS offers pregnancy loss leave. A WCS employee is entitled to up to three working days following pregnancy loss. Pregnancy loss leave will be granted per occasion of such a loss.



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E12.3 The employee shall, if required, provide a medical certificate or statutory declaration as evidence in support of such an application.

E12.4 Further details regarding pregnancy loss leave are included in WCS's *Leave Policy and Guidelines*.

**E13 Domestic violence leave**

E13.1 The parties recognise that both female and male employees sometimes experience situations of violence or abuse in their personal life that may affect their attendance or performance at work.

E13.2 Domestic/family violence as defined as actual physical or mental harm, apprehension and fear of physical or mental harm, or damage to property perpetrated by a partner, ex-partner or a family member.

E13.3 An employee shall be granted domestic violence leave up to 10 days per year to be used for absences from the workplace to attend to matters arising from domestic /family violence situations.

E13.4 Full details including definitions, eligibility for payment and process for approval are included in WCS's *Leave Policy and Guidelines*.

E13.5 An employee will be granted up to 10 days paid leave per annum to be used from the workplace to attend to matters arising from family and domestic violence situations.

E13.6 An employee must give WCS notice of taking such leave as soon as practicable (which may be a time after the leave has started) and advise WCS of the period, or expected period, of the leave to be taken.

E13.7 An employee who has given WCS notice of taking leave under this clause must, if required by WCS, provide satisfactory evidence that the leave was taken for this purpose.

E13.8 Family and domestic violence does not accrue from year to year.

**E14 Study leave**

E14.1 Study leave is approved paid leave supporting a WCS employee's professional and career development. Consideration for approval of study leave requires the approver (refer to WCS Human Resources Delegations) to consider the application about the employee's current position and/or agreed development plan.

E14.2 A WCS employee may take up to 10 days paid study leave per. Study leave does not accumulate from year to year.

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E14.3 Full details including definitions, eligibility for payment and process for approval are included in *WCS's Leave Policy and Guidelines*.

**E15 Infectious diseases leave**

E15.1 Where an employee contracts an infectious disease during their employment, they may be entitled to paid infectious diseases leave. WCS must be satisfied that there is enough evidence that the infectious disease was contracted at work.

E15.2 Infectious disease leave applies to all full-time and part-time employees. It does not apply to casual employees.

E15.3 Full details including definitions, eligibility for payment and process for approval are included in *WCS's Leave Policy and Guidelines*.

E15.4 A table of infectious diseases as defined by the ACT Department of Health is included in *WCS's Leave Policy and Guidelines*, along with requirements for applying for this type of leave.

**E16 Long service leave**

E16.1 All employees shall be entitled to paid long service leave in accordance with applicable ACT legislation.

E16.2 Full details including definitions, eligibility for payment and process for approval are included in *WCS's Leave Policy and Guidelines*.

**E17 Ceremonial, cultural and religious leave**

E17.1 An employee who can establish to WCS's satisfaction that they have an obligation under their cultural heritage to participate in ceremonial, cultural and/or religious leave, will be entitled to up to three working days paid leave in any one year, with the approval of WCS.

E17.2 Ceremonial cultural and religious leave does not accrue from year to year.

E17.3 Full details including definitions, eligibility for payment and process for approval are included in *WCS's Leave Policy and Guidelines*.

**E18 Attendance at court leave**

E18.1 Where it is necessary for an employee to attend court on WCS's, or WCS's clients, behalf in connection with any matter arising out of or in connection with their employment, the time taken will count as time worked.

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E18.1 Full details including definitions, eligibility for payment and process for approval are included in *WCS's Leave Policy and Guidelines*.

**E19 Jury duty**

E19.1 An employee required to attend for jury service during their ordinary working hours shall be reimbursed by WCS an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wages they would have received in respect of the ordinary time they would have worked had they not been on jury service.

E19.2 An employee shall notify WCS as soon as possible of the date upon which they are required to attend for jury service. Further, the employee shall give WCS documentary proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

E19.3 Full details including definitions, eligibility for payment and process for approval are included in *WCS's Leave Policy and Guidelines*.

**E20 Leave without pay**

E20.1 On application by an employee, WCS may, at its discretion, grant to an employee leave without pay for any purpose, if approval is not unreasonably withheld. It is expected that an employee uses accrued balances of annual leave and long service leave before leave without pay is utilised.

E20.2 Leave without pay does not count as service for any purpose.

E20.3 Full details including definitions and process for approval are included in *WCS's Leave Policy and Guidelines*.

**E21 Other paid leave in exceptional circumstances**

E21.1 Other paid leave may be granted by the Chief Executive Officer and delegated authorities (refer to *WCS Human Resource Delegations Instrument*), having regard to the operational needs of WCS.

E21.2 The intention of other leave is to provide flexibility for WCS and its employees, in exceptional circumstances where personal or annual leave is not available.

E21.3 Full details including definitions, eligibility for payment and process for approval are included in *WCS's Leave Policy and Guidelines*.

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**E22 Union delegate's leave**

E22.1 WCS will treat delegates fairly and to allow them to perform their role as union delegate without any discrimination in their employment. WCS recognises and respects that endorsed union delegates speak on behalf of union members in the workplace.

E22.2 WCS will grant delegates paid time off work to:

- prepare for and participate in collective bargaining on behalf of those they represent
- participate in consultation and access to reasonable information about the workplace and the business
- reasonable paid time off work to represent the interests of members to WCS and industrial tribunals
- reasonable paid time during normal working hours to consult with union members
- reasonable paid time off to participate in the operation of the union
- reasonable paid time off to attend accredited union education
- address new employees about the benefits of union membership at the time that they enter employment
- reasonable access to telephone, photocopying, internet and e-mail facilities for carrying out work as a delegate and consulting with workplace colleagues and the union and
- place union information on a notice board in a prominent location in the workplace.

E22.3 The union/s will provide WCS with formal written advice of the identity of elected union officials employed by WCS before applying for union delegates leave.

E22.4 WCS may grant up to one hour per calendar month paid for an elected union delegate to communicate with other elected union delegates. The elected union delegate will provide as much notice as possible of taking such leave to ensure operational needs and client service needs are met.

E22.5 This leave is taken in a one-hour block, cannot be broken into shorter periods within the month of taking such leave and does not accrue from month to month.

E22.6 Full details including definitions, eligibility for payment and process for approval are included in WCS's *Leave Policy and Guidelines*.

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**E23 Grandparents' Leave**

- E23.1 Provided that all other paid leave has expired, an employee may apply for grandparents' leave. This leave is unpaid however counts for service for the purposes of the accrual of long service leave only.
- E23.2 Employer contributions for superannuation purposes are not payable during this period of leave.
- E23.3 Full details including definitions and process for approval are included in WCS's *Leave Policy and Guidelines*.

## **PART F – Employment responsibilities**

### **F1 Employer responsibilities**

- F1.1 WCS's approach to managing and resolving poor work performance and related behavioural issues is to ensure fair, appropriate to the circumstances, action is initiated and which is in line with relevant workplace legislation. Further, WCS strives for consistency across the organisation and ensures that the principles of procedural fairness and natural justice are upheld.
- F1.2 WCS recognises the importance of a constructive performance management approach that ensures that all employees clearly know what is expected of them at work, and that they receive appropriate support and guidance to resolve performance concerns to successfully perform their role.
- F1.3 The *WCS Performance Management Policy and Procedures* enables WCS to fairly and effectively manage serious performance and behavioural issues so that the safety, integrity and reputation of WCS and our employees are maintained.
- F1.4 Full details including definitions and processes are included in *WCS's Performance Management Policy and Procedures*.
- F1.5 As part of our commitment to supporting our staff, WCS is committed to developing and maintaining a suite of effective and contemporary human resource policies, procedures, guidelines and delegations.
- F1.6 WCS acknowledges that workloads can fluctuate and can, over time, lead to a work health and safety issue. WCS is committed to working with WCS employees to mitigate this risk. WCS supports employees, individually and collectively, to raise workload concerns with their manager and will work collaboratively to address these concerns in a timely manner.
- F1.7 WCS supports managers to be responsible for regularly assessing the workloads of their staff.
- F1.8 WCS acknowledges the complex and varied supervision requirements of its employees. WCS supports employees, individually and collectively, to raise various needs and proposals for supervision and supports with their manager and will work collaboratively with employees to address specific concerns raised in a timely manner.
- F1.9 WCS will investigate and respond to workload or supervisory concerns submitted in writing to the Director, Corporate Services.

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## **F2 Probation**

- F2.1 WCS may engage new full-time and new part-time employees on a period of probation not exceeding six months duration from date of commencement. Employees will be advised of the length of their probationary period when they commence employment.
- F2.2 During the probationary period, the employee's supervisor will provide timely feedback regarding the employee's work performance (satisfactory or otherwise).
- F2.3 A WCS supervisor may, depending on the employee's work performance, confirm the employee's probation after three months.
- F2.4 In exceptional circumstances, a new employee's probation may be waived. Approval to do so is limited. Please refer to WCS's *Human Resource Delegations* instrument regarding delegated powers
- F2.5 Further information regarding probation is available in WCS's *Probation Policy and Procedure*.

## **F3 Professional development**

- F3.1 WCS recognises the professional development roles of the UWU and ASU in supporting members and will support options for professional development internally including as part of mandatory induction processes.

## **F4 Employee responsibilities**

- F4.1 All employees covered by this Agreement agree to conform and abide by the WCS Code of Conduct as issued and amended from time to time. A copy of the Code of Conduct is provided to all new employees and signed before employment commences.
- F4.2 Further information regarding the code is available in the *WCS Code of Conduct* policy. A range of other policy documents, such as WCS's *Bullying, Harassment and Discrimination Policy*, *Managing Alleged Misconduct Procedure* and *Probation Policy and Procedure* support actions relating to the code.

## **F5 Abandonment of employment**

- F5.1 If a WCS employee is absent from work without notifying WCS of their unauthorised absence for more than three consecutive working days or three consecutive rostered days, the employee will be considered to have abandoned their employment which may result in termination of employment without notice.

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**F6 Confidential information**

- F6.1 Confidential information includes all transactions, records and information pertaining to WCS and any other information that WCS advises is confidential.
- F6.2 Employees must not disclose any confidential information to any person, firm, company or other body, unless previously and expressly authorised in writing by WCS and will not use or attempt to use any confidential information in any manner and for any purpose other than the purpose of WCS.
- F6.3 A breach of confidentiality obligations will be regarded by WCS as serious misconduct and may lead to termination of employment.



## **PART G – Dispute resolution, termination and redundancy**

### **G1 Dispute resolution procedure**

- G1.1 In the event of a dispute about a matter under this Agreement, or a dispute in relation to the National Employment Standards (NES), the procedures listed below will be followed to settle the dispute.
- G1.2 WCS or an employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of the dispute resolution procedure.
- G1.3 In the first instance, the parties to the dispute must attempt to resolve the dispute at the workplace level, by discussions between the employee or employees concerned and the relevant supervisor.
- G1.4 If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of WCS management as appropriate.
- G1.5 If a dispute about a matter arising under this Agreement is unable to be resolved at the workplace, and all appropriate steps under this procedure have been taken, a party to the dispute may refer the dispute to the Fair Work Commission (FWC).
- G1.6 The FWC may deal with the dispute in two stages:
- the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation and
  - if the FWC is unable to resolve the dispute at the first stage, FWC may then:
    - arbitrate the dispute and
    - make a determination that is binding on the parties.

Note: If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

- G1.7 While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable work health and safety legislation, an employee must not unreasonably fail to comply with a direction by WCS to perform work, whether at the same or another workplace that is safe and appropriate for the employee to perform.

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## **G2 Notice of termination**

G2.1 In order to terminate the employment of an employee, WCS must give to the employee the period of notice specified in the table below:

| <b>Period of continuous service</b>                     | <b>Period of notice</b> |
|---|-------------------------|
| One year or less  | One week                |
| Over one year and up to the completion of three years   | Two weeks               |
| Over three years and up to the completion of five years | Three weeks             |
| Over five years of completed service                    | Four weeks              |

G2.2 In addition to the notice in clause G2.1, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.

G2.3 Payment in lieu of the prescribed notice in clauses G2.1 and G2.2 must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by WCS making payment for the remainder of the period of notice.

G2.4 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, WCS would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated based on:

- the employee's ordinary hours of work (even if not standard hours); and
- the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
- any other amounts payable under the employee's contract of employment.

G2.5 The period of notice in this clause does not apply:

- in the case of dismissal for serious misconduct;
- to employees engaged for a specific period or for a specific task or tasks;
- to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
- to casual employees.

G2.6 Continuity of service shall be calculated in the manner prescribed in clause G2.1.

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- G2.7 *Notice of termination by an employee:* The notice of termination required to be given by an employee is the same as that required of WCS, except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.
- G2.8 If an employee fails to give the notice specified in clause G2.1, WCS has the right to withhold monies due to the employee to a maximum amount equal to the amount of notice the employee failed to provide.
- G2.9 *Job search entitlement:* Where WCS has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with WCS.

**G3 Consultation about major change**

- G3.1 Where WCS has made a definite decision to introduce major organisational change which is likely to have a significant effect on employees, WCS will notify and consult with the employees who will be affected by the decision and the ASU, UWU and any other employee representatives.
- G3.2 As soon as practicable, WCS will discuss with relevant employees, the ASU, UWU and any other employee representative(s) the introduction of the change and the effect the change is likely to have on the employees. WCS will discuss measures to avert or mitigate any likely or foreseeable adverse effect of the change on the employees.
- G3.3 For the purposes of the discussion, WCS will provide the relevant employees, the ASU, UWU and any other employee representative(s) in writing:
- all relevant information about the change including the nature of the change proposed;
  - information about the expected effects of the change on the employees; and
  - any other matters likely to affect the employees.
- G3.4 WCS will invite the employees and their representatives to give their views about the impact of the proposed change including anticipated impacts on the employees' family or caring responsibilities.
- G3.5 WCS will give prompt and genuine consideration to matters raised about the change and the views given about the impact of the change. WCS will endeavour to reasonably accommodate the employees' family or caring responsibilities.
- G3.6 All parties must act in good faith in relation to the consultation process provided in this clause. In this clause, 'good faith' includes obligations to meet and disclose relevant information, genuinely consider proposals and respond with reasons,

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and to refrain from capricious or unfair conduct that undermines consultation. 'Good faith' also requires that all parties conduct all communications in a prompt, courteous and honest manner.

G3.7 A major change is likely to have a significant effect on employees if it results in:

- the termination of the employment of employees; or changes to the composition, operation or size of the WCS workforce or to the skills required of employees or
- the elimination or diminution of job opportunities (including opportunities for promotion or tenure) or
- the need to retrain employees or
- the need to relocate employees to another workplace or
- the restructuring of jobs.

Provided that where this agreement makes provision for alteration of any of the matters referred to, an alteration shall be deemed not to have a significant effect.

G3.8 Consultation about changes to rosters or hours of work: Where WCS proposes to change an employee's regular roster or ordinary hours of work, WCS must consult with the employee or employees affected and their representatives, if any, about the proposed change.

G3.9 WCS must:

- provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
- invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities; and
- consider any views about the impact of the proposed change that are given by the employee or employees concerned and/ or their representatives.

G3.10 The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.

G3.11 These provisions are to be read in conjunction with other provisions in this agreement concerning the scheduling of work and notice requirements.

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**G4 Transmission of business**

- G4.1 Where a business is transmitted from one employer to another, as set out in G5, the period of continuous service that the employee had with the transmitter or any prior transmitter is deemed to be service with the transmittee and considered when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

**G5 Redundancy**

G5.1 Definitions:

Business includes trade, process, business or occupation and includes part of any such business.

Redundancy occurs where WCS has made a definite decision that WCS no longer wishes the job the employee has been doing done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.

Transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and “transmitted” has a corresponding meaning.

Week’s pay means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude:

- overtime
- penalty rates
- disability allowances
- shift allowances
- special rates
- fares and travelling time allowances
- bonuses and
- any other ancillary payments of a like nature.

- G5.2 Discussions before termination: Where WCS for any reason, including the cessation or reduction of grant funding, has made a definite decision that WCS no longer wishes the job the employee has been doing, done by anyone and the decision may lead to termination of employment, WCS shall hold discussions with the employees directly affected.

- G5.3 The discussions shall take place as soon as practicable after WCS has made a definite decision which will invoke the provisions of clause G5.2 and shall cover any reasons for the proposed terminations, measures to avoid or minimise terminations and measures to mitigate any adverse effects of any terminations or the employees concerned.

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- G5.4 For the purposes of the discussion, WCS shall, as soon as practicable, provide in writing to the employees concerned, all relevant information about the proposed terminations including the reason for the proposed terminations, the number of categories of employees likely to be affected and the number of employees normally employed, and the period over which the terminations are likely to be carried out. This is provided that WCS shall not be required to disclose confidential information, the disclosure of which would not be in WCS's best interests.
- G5.5 **Transfer to lower paid duties:** Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated. WCS may, at their option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.
- G5.6 **Severance pay:** An employee, other than an employee of a small employer as defined, whose employment is terminated by reason of redundancy, is entitled to the following amount of severance pay in respect of a period of continuous service:

| <b>Period of continuous service</b> | <b>Severance Pay</b> |
|-------------------------------------|----------------------|
| Less than 1 year                    | Nil                  |
| 1 year and less than 2 years        | 4 weeks' pay         |
| 2 years and less than 3 years       | 6 weeks' pay         |
| 3 years and less than 4 years       | 7 weeks' pay         |
| 4 years and less than 5 years       | 8 weeks' pay         |
| 5 years and less than 6 years       | 10 weeks' pay        |
| 6 years and less than 7 years       | 11 weeks' pay        |
| 7 years and less than 8 years       | 13 weeks' pay        |
| 8 years and less than 9 years       | 14 weeks' pay        |
| 9 years and less than 10 years      | 16 weeks' pay        |
| 10 years and less than 11 years     | 20 weeks' pay        |

"weeks' pay" is defined in clause G5.1.

Continuity of service shall be calculated in the manner prescribed by clause E23.

- G5.7 **Employee leaving during notice period:** An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice set out in clause 36 - Notice of Termination. In this circumstance the employee will be entitled to receive the benefits and payments they would

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have received under this clause had they remained with WCS until the expiry of the notice, but will not be entitled to payment in lieu of notice.

- G5.8 **Alternative employment:** WCS, in a redundancy case, may make application to Fair Work Australia to have the general severance pay prescription varied if WCS obtains acceptable alternative employment for an employee.
- G5.9 This provision does not apply in circumstances involving transmission of business as set in G5.12.
- G5.10 Job search entitlement: During the period of notice of termination given by WCS in accordance with G5.7, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for seeking other employment.
- G5.11 If the employee has been allowed paid leave for more than one day during the notice period for seeking other employment, the employee shall, at the request of WCS, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose, a statutory declaration will be enough.
- G5.12 **Transmission of business:** The provisions of the NES and the Fair Work Act apply in relation to transfer of employment and transmission of business.
- G5.13 **Employees exempted:** This clause does not apply to:
- employees terminated because of serious misconduct that justifies
  - dismissal without notice
  - probationary employees
  - trainees
  - employees engaged for a specific period or for a specified task or tasks or
  - casual employees.

## **G6 Resignation**

- G6.1 Where an employee submits a resignation which takes effect on a public holiday, the resignation will be deemed effective from close of business on the working day immediately prior to the public holiday. Accrued time off in lieu will be paid at the appropriate rate on separation.

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## **SCHEDULE A – Minimum wage rates for non-Children’s Services employees**

All WCS non-Children’s Services employees covered by this Agreement are classified according to the structure set out in the *Social, Community, Home Care and Disability Services Award 2010*.

WCS will advise employees in writing of their classification and any changes to their classification.

The classification determined by WCS will be according to the skill level to be exercised by the employee to carry out the principal functions and for WCS to achieve its strategic objectives.

\*PLEASE NOTE: The rates quoted in the table are exclusive of Casual Loading. To calculate casual rates, apply 25% to the hourly rate to determine the casual rate of pay.

| <b>Classification</b> | <b>Hourly rate with effect from 3 July 2021</b> | <b>Annual salary</b> |
|-----------------------|---|----------------------|
| <b>WCS 2.1</b>        | \$ 22.42  | \$ 44,451            |
| <b>WCS 2.2</b>        | \$ 23.29  | \$ 46,167            |
| <b>WCS 2.3</b>        | \$ 24.25  | \$ 48,069            |
| <b>WCS 3.1</b>        | \$ 29.12  | \$ 57,727            |
| <b>WCS 3.2</b>        | \$ 30.03  | \$ 59,535            |
| <b>WCS 3.3</b>        | \$ 30.94  | \$ 61,343            |
| <b>WCS 3.4</b>        | \$ 31.78  | \$ 62,989            |
| <b>WCS 4.1</b>        | \$ 32.54  | \$ 64,513            |
| <b>WCS 4.2</b>        | \$ 33.48  | \$ 66,369            |
| <b>WCS 4.3</b>        | \$ 34.20  | \$ 67,796            |
| <b>WCS 4.4</b>        | \$ 34.90  | \$ 69,184            |
| <b>WCS 5.1</b>        | \$ 37.54  | \$ 74,417            |
| <b>WCS 5.2</b>        | \$ 38.52  | \$ 76,360            |
| <b>WCS 5.3</b>        | \$ 39.51  | \$ 78,322            |
| <b>WCS 6.1</b>        | \$ 42.94  | \$ 85,122            |
| <b>WCS 6.2</b>        | \$ 43.86  | \$ 86,946            |
| <b>WCS 6.3</b>        | \$ 44.89  | \$ 88,987            |
| <b>WCS 7.1</b>        | \$ 46.91  | \$ 93,000            |
| <b>WCS 7.2</b>        | \$ 47.95  | \$ 95,053            |
| <b>WCS 7.3</b>        | \$ 48.99  | \$ 97,115            |
| <b>WCS 8.1</b>        | \$ 50.74  | \$ 100,584           |
| <b>WCS 8.2</b>        | \$ 51.80  | \$ 102,692           |
| <b>WCS 8.3</b>        | \$ 52.86  | \$ 104,787           |
| <b>WCS 9.1</b>        | \$ 55.05  | \$ 109,133           |
| <b>WCS 9.2</b>        | \$ 56.13  | \$ 111,269           |
| <b>WCS 9.3</b>        | \$ 57.22  | \$ 113,430           |



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## **SCHEDULE B - Classification Definitions—Social and Community Services Employees**

The following text in this schedule is identical to the contents of Schedule B of the Social, Community, Home Care and Disability Services Industry Award 2010. Citations have been excluded as they do not add value to the Schedule.

### **Social and community services employee level 1**

#### **A.1.1 Characteristics of the level**

- (a) A person employed as a Social and Community Services employee level 1 works under close direction and undertakes routine activities which require the practical application of basic skills and techniques. They may include the initial recruit who may have limited relevant experience.
- (b) General features of work in this level consist of performing clearly defined activities with outcomes being readily attainable. Employees' duties at this level will be closely monitored with instruction and assistance being readily available.
- (c) Freedom to act is limited by standards and procedures. However, with experience, employees at this level may have enough freedom to exercise judgement in the planning of their own work within those confines.
- (d) Positions at this level will involve employees in extensive on-the-job training including familiarisation with the goals and objectives of the workplace.
- (e) Employees will be responsible for the time management of their work and required to use basic numeracy, written and verbal communication skills, and where relevant, skills required to assist with personal care and lifestyle support.
- (f) Supervision of other staff or volunteers is not a feature at this level. However, an experienced employee may have technical oversight of a minor work activity.
- (g) At this level, employers are expected to offer substantial internal and/or external training.

#### **A.1.2 Responsibilities**

A position at this level may include some of the following inputs or those of a similar value:

- (a) undertake routine activities of a clerical and/or support nature
- (b) undertake straightforward operation of keyboard equipment including data input and word processing at a basic level
- (c) provide routine information including general reception and telephonist duties

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- (d) provide general stenographic duties
- (e) apply established practices and procedures
- (f) undertake routine office duties involving filing, recording, checking and batching of accounts, invoices, orders, stores requisitions and maintenance of an existing records system
- (g) resident contact and interaction including attending to their personal care or undertaking generic domestic duties under direct or routine supervision and either individually or as part of a team as part of the delivery of disability services
- (h) preparation of the full range of domestic duties including cleaning and food service, assistance to residents in carrying out personal care tasks under general supervision either individually or as part of a team as part of the delivery of disability services.

The minimum rate of pay for employees engaged in responsibilities which are prescribed by A.1.2(h) is pay point 2.

### **A.1.3 Requirements of the position**

Some or all of the following are needed to perform work at this level:

- (a) **Skills, knowledge, experience, qualifications and/or training**
  - (i) developing knowledge of the workplace function and operation
  - (ii) basic knowledge of administrative practices and procedures relevant to the workplace
  - (iii) a developing knowledge of work practices and policies of the relevant work area
  - (iv) basic numeracy, written and verbal communication skills relevant to the work area
  - (v) at this level employers are required to offer substantial on-the-job training.
- (b) **Organisational relationships**

Work under direct supervision.
- (c) **Extent of authority**
  - (i) Work outcomes are clearly monitored.
  - (ii) Freedom to act is limited by standards and procedures.
  - (iii) Solutions to problems are found in established procedures and instructions with assistance readily available.

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(iv) Project completion according to instructions and established procedures.

(v) No scope for interpretation.

**(d) Progression**

An employee primarily engaged in responsibilities which are prescribed by A.1.2(g) will, if full-time, progress to pay point 2 on completion of 12 months' industry experience, or if part-time, on completion of 1976 hours of industry experience. Industry experience means 12 months of relevant experience gained over the previous three years.

## **A.2 Social and Community Services employee level 2**

### **A.2.1 Characteristics of the level**

- (a) A person employed as a Social and Community Services employee level 2 will work under general guidance within clearly defined guidelines and undertake a range of activities requiring the application of acquired skills and knowledge.
- (b) General features at this level consist of performing functions which are defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practices and procedures. Assistance will be readily available. Employees may be responsible for a minor function and/or may contribute specific knowledge and/or specific skills to the work of the organisation. In addition, employees may be required to assist senior workers with specific projects.
- (c) Employees will be expected to understand work procedures relevant to their work area and may aid lower classified employees or volunteers concerning established procedures to meet the objectives of a minor function.
- (d) Employees will 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 or volunteers. Employees at this level could be required to resolve minor work procedural issues in the relevant work area within established constraints.
- (e) Employees who have completed an appropriate certificate and are required to undertake work related to that certificate will be appointed to this level. Where the appropriate certificate is a level 4 certificate the minimum rate of pay will be pay point 2.
- (f) Employees who have completed an appropriate diploma and are required to undertake work related to the diploma will commence at the second pay point of this level and will advance after 12 full-time equivalent months' satisfactory service.

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### **A.2.2 Responsibilities**

A position at this level may include some of the following:

- (a) undertake a range of activities requiring the application of established work procedures and may exercise limited initiative and/or judgment within clearly established procedures and/or guidelines
- (b) achieve outcomes which are clearly defined
- (c) respond to enquiries
- (d) assist senior employees with special projects
- (e) prepare cash payment summaries, banking reports and bank statements, post journals to ledger etc. and apply purchasing and inventory control requirements
- (f) perform elementary tasks within a community service program requiring knowledge of established work practices and procedures relevant to the work area
- (g) provide secretarial support requiring the exercise of sound judgment, initiative, confidentiality and sensitivity in the performance of work
- (h) perform tasks of a sensitive nature including the provision of more than routine information, the receiving and accounting for monies and assistance to clients
- (i) assist in calculating and maintaining wage and salary records
- (j) assist with administrative functions
- (k) implementing client skills and activities programs under limited supervision either individually or as part of a team as part of the delivery of disability services
- (l) supervising or providing a wide range of personal care services to residents under limited supervision either individually or as part of a team as part of the delivery of disability services
- (m) assisting in the development or implementation of resident care plans or the planning, cooking or preparation of the full range of meals under limited supervision either individually or as part of a team as part of the delivery of disability services
- (n) possessing an appropriate qualification (as identified by the employer) at the level of certificate 4 or above and supervising the work of others (including work allocation, rostering and providing guidance) as part of the delivery of disability services as described above or in subclause A.1.2.

### **A.2.3 Requirements of the position**

Some or all of the following are needed to perform work at this level:

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**(a) Skills, knowledge, experience, qualification and/or training**

- (i) basic skills in oral and written communication with clients and other members of the public
- (ii) knowledge of established work practices and procedures relevant to the workplace
- (iii) knowledge of policies relating to the workplace
- (iv) application of techniques relevant to the workplace
- (v) developing knowledge of statutory requirements relevant to the workplace
- (vi) understanding of basic computing concepts.

**(b) Prerequisites**

- (i) an appropriate certificate relevant to the work required to be performed
- (ii) will have attained previous experience in a relevant industry, service or an equivalent level of expertise and experience to undertake the range of activities required
- (iii) appropriate on-the-job training and relevant experience or
- (iv) entry point for a diploma without experience.

**(c) Organisational relationships**

- (i) work under regular supervision except where this level of supervision is not required by the nature of responsibilities under A.2.2 being undertaken
- (ii) provide limited guidance to a limited number of lower classified employees.

**(d) Extent of authority**

- (i) work outcomes are monitored
- (ii) have freedom to act within established guidelines
- (iii) solutions to problems may require the exercise of limited judgement, with guidance to be found in procedures, precedents and guidelines. Assistance will be available when problems occur.

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### **A.3 Social and Community Services employee level 3**

#### **A.3.1 Characteristics of this level**

- (a) A person employed as a Social and Community Services employee level 3 will work under general direction in the application of procedures, methods and guidelines which are well established.
- (b) General features of this level involve solving problems of limited difficulty using knowledge, judgement and work organisational skills acquired through qualifications and/or previous work experience. Assistance is available from senior employees. Employees may receive instruction on the broader aspects of the work. In addition, employees may aid lower classified employees.
- (c) Positions at this level allow employees the scope for exercising initiative in the application of established work procedures and may require the employee to establish goals/objectives and outcomes for their own work program or project.
- (d) At this level, employees may be required to supervise lower classified staff or volunteers in their day-to-day work. 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 for persons with a disability.
- (e) Employees will be responsible for managing and planning their own work and that of subordinate staff or volunteers and may be required to deal with formal disciplinary issues within the work area.
- (f) Those with supervisory responsibilities should have a basic knowledge of the principles of human resource management and be able to assist subordinate staff or volunteers with on-the-job training. They may be required to supervise more than one component of the work program of the organisation.
- (g) Graduates with a three-year degree that undertake work related to the responsibilities under this level will commence at no lower than pay point 3. Graduates with a four-year degree that undertake work related to the responsibilities under this level will commence at no lower than pay point 4.

#### **A.3.2 Responsibilities**

To contribute to the operational objectives of the work area, a position at this level may include some of the following:

- (a) undertake responsibility for various activities in a specialised area
- (b) exercise responsibility for a function within the organisation

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- (c) allow the scope for exercising initiative in the application of established work procedures
- (d) 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
- (e) provide secretarial and/or administrative support requiring a high degree of judgment, initiative, confidentiality and sensitivity in the performance of work
- (f) assist with or provide a range of records management services, however the responsibility for the records management service would not rest with the employee
- (g) proficient in the operation of the computer to enable modification and/or correction of computer software systems or packages and/or identification problems. This level could include systems administrators in small to medium sized organisations whose responsibility includes the security/integrity of the system
- (h) apply computing programming knowledge and skills in systems development, maintenance and implementation under direction of a senior employee
- (i) supervise a limited number of lower classified employees or volunteers
- (j) allow the scope for exercising initiative in the application of established work procedures
- (k) deliver single stream training programs
- (l) co-ordinate elementary service programs
- (m) provide assistance to senior employees
- (n) where prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
  - (i) undertake some minor phase of a broad or more complex assignment
  - (ii) perform duties of a specialised nature
  - (iii) provide a range of information services
  - (iv) plan and co-ordinate elementary community-based projects or programs
  - (v) perform moderately complex functions including social planning, demographic analysis, survey design and analysis.
- (o) in the delivery of disability services as described in subclauses A.1.2 or A.2.2, taking overall responsibility for the personal care of residents; training, co-ordinating and

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supervising other employees and scheduling work programs; and assisting in liaison and co-ordination with other services and programs.

### **A.3.3 Requirements of the job**

Some or all the following are needed to perform work at this level:

#### **(a) Skills, knowledge, experience, qualifications and/or training**

- (i) thorough knowledge of work activities performed within the workplace
- (ii) sound knowledge of procedural/operational methods of the workplace
- (iii) may utilise limited professional or specialised knowledge
- (iv) working knowledge of statutory requirements relevant to the workplace
- (v) ability to apply computing concepts.

#### **(b) Prerequisites**

- (i) entry level for graduates with a relevant three-year degree that undertake work related to the responsibilities under this level—pay point 3
- (ii) entry level for graduates with a relevant four-year degree that undertake work related to the responsibilities under this level—pay point 4
- (iii) associate diploma with relevant experience or
- (iv) relevant certificate with relevant experience, or experience attained through previous appointments, services and/or study of an equivalent level of expertise and/or experience to undertake the range of activities required.

#### **(c) Organisational relationships**

- (i) graduates work under direct supervision
- (ii) works under general supervision except where this level of supervision is not required by the nature of the responsibilities under A.3.2 being undertaken
- (iii) operate as member of a team
- (iv) supervision of other employees.

#### **(d) Extent of authority**

- (i) graduates receive instructions on the broader aspects of the work
- (ii) freedom to act within defined established practices



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- (iii) problems can usually be solved by reference to procedures, documented methods and instructions. Assistance is available when problems occur.

## **A.4 Social and Community Services employee level 4**

### **A.4.1 Characteristics of this level**

- (a) A person employed as a Social and Community Services employee level 4 will work under general direction in functions that require the application of skills and knowledge appropriate to the work. Generally, guidelines and work procedures are established.
- (b) General features at this level require the application of knowledge and skills which are gained through qualifications and/or previous experience in a discipline. Employees will be expected to contribute knowledge in establishing procedures in the appropriate work-related field. In addition, employees at this level may be required to supervise various functions within a work area or activities of a complex nature.
- (c) Positions may involve a range of work functions which could contain a substantial component of supervision. Employees may also be required to provide specialist expertise or advice in their relevant discipline.
- (d) Work at this level requires a sound knowledge of program, activity, operational policy or service aspects of the work performed with a function or several work areas.
- (e) Employees require skills in managing time, setting priorities, planning and organising their own work and that of lower classified staff and/or volunteers where supervision is a component of the position, to achieve specific objectives.
- (f) Employees will be expected to set outcomes and further develop work methods where general work procedures are not defined.

### **A.4.2 Responsibilities**

To contribute to the operational objectives of the workplace, a position at this level may include some of the following:

- (a) undertake activities which may require the employee to exercise judgment and/or contribute critical knowledge and skills where procedures are not clearly defined
- (b) perform duties of a specialised nature requiring the development of expertise over time or previous knowledge
- (c) identification of specific or desired performance outcomes
- (d) contribute to interpretation and administration of areas of work for which there are no clearly established procedures

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- (e) expected to set outcomes and further develop work methods where general work procedures are not defined and could exercise judgment and contribute critical knowledge and skills where procedures are not clearly defined
- (f) although still under general direction, there is greater scope to contribute to the development of work methods and the setting of outcomes. However, these must be within the clear objectives of the organisation and within budgetary constraints
- (g) provide administrative support of a complex nature to senior employees
- (h) exercise responsibility for various functions within a work area
- (i) provide assistance on grant applications including basic research or collection of data
- (j) undertake a wide range of activities associated with program activity or service delivery
- (k) develop, control and administer a records management service for the receipt, custody, control, preservation and retrieval of records and related material
- (l) undertake computer operations requiring technical expertise and experience and may exercise initiative and judgment in the application of established procedures and practices
- (m) apply computer programming knowledge and skills in systems development, maintenance and implementation
- (n) provide a reference and research information service and technical service including the facility to understand and develop technologically based systems
- (o) where the prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
  - (i) liaise with other professionals at a technical/professional level
  - (ii) discuss techniques, procedures and/or results with clients on straight forward matters
  - (iii) lead a team within a specialised project
  - (iv) provide a reference, research and/or technical information service
  - (v) carry out a variety of activities in the organisation requiring initiative and judgment in the selection and application of established principles, techniques and methods
  - (vi) perform a range of planning functions which may require exercising knowledge of statutory and legal requirements

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- (vii) assist senior employees with the planning and co-ordination of a community program of a complex nature.

#### **A.4.3 Requirements of the position**

Some or all of the following are needed to perform work at this level:

##### **(a) Skills, knowledge, experience, qualifications and/or training**

- (i) knowledge of statutory requirements relevant to work
- (ii) knowledge of organisational programs, policies and activities
- (iii) sound discipline knowledge gained through experience, training or education
- (iv) knowledge of the role of the organisation and its structure and service
- (v) specialists require an understanding of the underlying principles in the discipline.

##### **(b) Prerequisites**

- (i) relevant four-year degree with one year's relevant experience;
- (ii) three-year degree with two years of relevant experience
- (iii) associate diploma with relevant experience;
- (iv) lesser formal qualifications with substantial years of relevant experience or
- (v) attained through previous appointments, service and/or study, an equivalent level of expertise and experience to undertake a range of activities,

- (c) Employees undertaking specialised services will be promoted to this level once they have had the appropriate experience and undertake work related to the responsibilities under this level.

- (d) Employees working as sole employees will commence at this level.

##### **(e) Organisational relationships**

- (i) works under general direction
- (ii) supervises other staff and/or volunteers or works in a specialised field.

##### **(f) Extent of authority**

- (i) required to set outcomes within defined constraints
- (ii) provides specialist technical advice

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- (iii) freedom to act governed by clear objectives and/or budget constraints which may involve the contribution of knowledge in establishing procedures within the clear objectives and/or budget constraints where there are no defined established practices
- (iv) solutions to problems generally found in precedents, guidelines or instructions
- (v) assistance usually available.

## **A.5 Social and Community Services employee level 5**

### **A.5.1 Characteristics of the level**

- (a) A person employed as a Social and Community Services employee level 5 will work under general direction from senior employees. Employees undertake a range of functions requiring the application of a high level of knowledge and skills to achieve results in line with the organisation's goals.
- (b) Employees adhere to established work practices. However, they may be required to exercise initiative and judgement where practices and direction are not clearly defined.
- (c) General features at this level indicate involvement in establishing organisation programs and procedures. Positions will include a range of work functions and may involve supervision. Work may span more than one discipline. In addition, employees at this level may be required to assist in the preparation of, or prepare the organisation's budget. Employees at this level will be required to provide expert advice to employees classified at a lower level and volunteers.
- (d) Positions at this level demand the application of knowledge which is gained through qualifications and/or previous experience. In addition, employees will be required to set priorities and monitor work flows in their area of responsibility which may include establishing work programs in small organisations.
- (e) Employees are required to set priorities, plan and organise their own work and that of lower classified staff and/or volunteers and establish the most appropriate operational methods for the organisation. In addition, interpersonal skills are required to gain the co-operation of clients and staff.
- (f) Employees responsible for projects and/or functions will be required to establish outcomes to achieve organisation goals. Specialists may be required to provide multi-disciplinary advice.

### **A.5.2 Responsibilities**

To contribute to the operational objectives of the work area, a position at this level may include some of the following:

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- (a)** responsibility for a range of functions within the organisation requiring a high level of knowledge and skills
- (b)** undertake responsibility for a moderately complex project, including planning, co-ordination, implementation and administration
- (c)** undertake a minor phase of a broader or more complex professional assignment
- (d)** assist with the preparation of or prepare organisation or program budgets in liaison with management
- (e)** set priorities and monitor work flow in the areas of responsibility;
- (f)** provide expert advice to employees classified at lower levels and/or volunteers;
- (g)** exercise judgment and initiative where procedures are not clearly defined;
- (h)** understanding of all areas of computer operation to enable the provision of advice and assistance when non-standard procedures/processes are required;
- (i)** monitor and interpret legislation, regulations and other agreements relating to occupational health and safety, workers compensation and rehabilitation;
- (j)** undertake analysis/design for the development and maintenance of projects and/or undertake programming in specialist areas. May exercise responsibility for a specialised area of computing operation
- (k)** undertake publicity assignments within the framework of the organisation's publicity and promotions program. Such assignments would be of limited scope and complexity but would involve the co-ordination of facets of the total program including media liaison, design and layout of publications/displays and editing
- (l)** operate as a specialist employee in the relevant discipline where decisions made and taken rest with the employee with no reference to a senior employee
- (m)** undertake duties that require knowledge of procedures, guidelines and/or statutory requirements relevant to the organisation
- (n)** plan, co-ordinate, implement and administer the activities and policies including preparation of budget
- (o)** develop, plan and supervise the implementation of educational and/or developmental programs for clients
- (p)** plan, co-ordinate and administer the operation of a multi-functional service including financial management and reporting
- (q)** where the prime responsibility lies in professional services, employees at this level would undertake at least some of the following:

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- (i) under general direction undertake a variety of tasks of a specialised and/or detailed nature
- (ii) exercise professional judgement within prescribed areas
- (iii) carry out planning, studies or research for particular projects including aspects of design, formulation of policy, implementation of procedures and presentation
- (iv) provide reports on progress of program activities including recommendations
- (v) exercise a high level of interpersonal skills in dealing with the public and other organisations
- (vi) plan, develop and operate a community service organisation of a moderately complex nature.

#### **A.5.3 Requirements of the position**

Some or all the following are needed to perform work at this level:

##### **(a) Skills, knowledge, experience, qualifications and/or training**

- (i) knowledge of organisational programs, policies and activities
- (ii) sound discipline knowledge gained through experience
- (iii) knowledge of the role of the organisation, its structure and services.

##### **(b) Prerequisites**

- (i) relevant degree with relevant experience
- (ii) associate diploma with substantial experience
- (iii) qualifications in more than one discipline
- (iv) less formal qualifications with specialised skills sufficient to perform at this level or
- (v) attained through previous appointments, service and/or study an equivalent level of experience and expertise to undertake the range of activities required.

##### **(c) Organisational relationships**

- (i) work under general direction
- (ii) supervise other employees and/or volunteers.

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**(d) Extent of authority**

- (i) exercise a degree of autonomy
- (ii) control projects and/or programs
- (iii) set outcomes for lower classified staff
- (iv) establish priorities and monitor work flow in areas of responsibility
- (v) solutions to problems can generally be found in documented techniques, precedents and guidelines or instructions. Assistance is available when required.

**A.6 Social and Community Services employee level 6**

**A.6.1 Characteristics of the level**

- (a) A person employed as a Social and Community Services employee level 6 will operate under limited direction from senior employees or management and undertake a range of functions for which operational policies, practices and guidelines may need to be developed.
- (b) General features at this level allow employees the scope to influence the operational activities of the organisation and would require employees to be involved with establishing operational procedures which impact upon the organisation and/or the sections of the community served by it. Employees at this level will be expected to contribute to management of the organisation, assist or prepare budgets, establish procedures and work practices. Employees will be involved in the formation of programs and work practices and will be required to provide assistance and/or expert advice to other employees. Employees may be required to negotiate matters on behalf of the organisation.
- (c) Positions at this level will require responsibility for decision-making in the work area and the provision of expert advice. Employees will be required to provide consultation and assistance relevant to the workplace. Employees will be required to set outcomes for the work areas for which they are responsible to achieve the objectives of the organisation. They may be required to undertake the control and co-ordination of a program, project and/or significant work area. Employees require a good understanding of the long-term goals of the organisation.
- (d) Employees may exercise managerial responsibility, work independently as specialists or may be a senior member of a single discipline project team or provide specialist support to a range of programs or activities. Positions at this level may be identified by: impact of activities undertaken or achievement of stated outcomes or objectives for the workplace; the level of responsibility for decision-making; the exercise of judgement; delegated authority; and the provision of expert advice.

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- (e) Managing time is essential so outcomes can be achieved. A high level of interpersonal skills is required to resolve organisational issues, negotiate contracts, develop and motivate staff. Employees will be required to understand and implement effective staff management and personnel practices.

#### **A.6.2 Responsibilities**

To contribute to the operational objectives of the work area, a position at this level may include some of the following:

- (a) undertake significant projects and/or functions involving the use of analytical skills
- (b) undertake managerial or specialised functions under a wide range of conditions to achieve results in line with organisation goals
- (c) exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single or multi-specialist operation
- (d) undertake a range of duties within the work area, including develop work practices and procedures; problem definition, planning and the exercise of judgment; provide advice on policy matters and contribute to their development
- (e) negotiate on matters of significance within the organisation with other bodies and/or members of the public
- (f) provide advice on matters of complexity within the work area and/or specialised area
- (g) control and co-ordinate a work area or a larger organisation within budgetary constraints
- (h) exercise autonomy in establishing the operation of the work area
- (i) provide a consultancy service for a range of activities and/or to a wide range of clients
- (j) where the prime responsibility lies in a specialised field an employee at this level would undertake at least some of the following:
  - (i) provide support to a range of activities or programs
  - (ii) control and co-ordinate projects
  - (iii) contribute to the development of new procedures and methodology
  - (iv) provide expert advice and assistance relevant to the work area
  - (v) supervise/manage the operation of a work area and monitor work outcomes



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- (vi) supervise on occasions other specialised staff
- (vii) supervise/manage the operation of a discrete element which is part of a larger organisation
- (viii) provide consultancy services for a range of activities.

#### **A.6.3 Requirements of the position**

Some or all the following are needed to perform work at this level:

##### **(a) Skills, knowledge, experience, qualification and/or training**

- (i) comprehensive knowledge of organisation policies and procedures
- (ii) specialist skills and/or supervision/management abilities exercised within a multi-disciplinary or major single function operation
- (iii) specialist knowledge gained through experience, training or education
- (iv) appreciation of the long-term goals of the organisation
- (v) detailed knowledge of program activities and work practices relevant to the work area
- (vi) knowledge of organisation structures and functions
- (vii) comprehensive knowledge of requirements relevant to the discipline.

##### **(b) Prerequisites**

- (i) degree with substantial experience
- (ii) post graduate qualification
- (iii) associate diploma with substantial experience
- (iv) attained through previous appointments, service and/or study with a combination of experience, expertise and competence enough to perform the duties required at this level.

##### **(c) Organisational relationships**

- (i) works under limited direction from senior employees of the management team, Executive or Board
- (ii) supervision of staff.

##### **(d) Extent of authority**

- (i) exercise a degree of autonomy

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- (ii) may manage a work area or medium to large organisation or multi-worksite organisation
- (iii) has significant delegated authority
- (iv) selection of methods and techniques based on sound judgment
- (v) manage significant projects and/or functions
- (vi) solutions to problems can generally be found in documented techniques, precedents, or instructions. Advice available on complex or unusual matters.

## **A.7 Social and Community Services employee level 7**

### **A.7.1 Characteristics of the level**

- (a) A person employed as a Community Services Employee level 7 will operate under limited direction and exercise managerial responsibility for various functions within a section and/or organisation or operate as a specialist, a member of a specialised professional team or independently.
- (b) General features at this level require employees' involvement in establishing operational procedures which impact on activities undertaken and outcomes achieved by the organisation and/or activities undertaken by sections of the community served by the organisation.
- (c) Employees are involved in the formation/establishment of programs, the procedures and work practices within the organisation and will be required to provide assistance to other employees and/or sections.
- (d) Positions at this level will be responsible for decision-making and the provision of expert advice to other areas of the organisation. Employees would be expected to undertake the control and co-ordination of the organisation and major work initiatives. Employees require a good understanding of the long-term goals of the organisation.
- (e) In addition, positions at this level may be identified by the level of responsibility for decision-making, the exercise of judgement and delegated authority and the provision of expert advice.
- (f) The management of staff is normally a feature at this level. Employees are required to set outcomes in relation to the organisation and may be required to negotiate matters on behalf of the organisation.

### **A.7.2 Responsibilities**

To contribute to the operational objectives of the work area, a position at this level may include some of the following:

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- (a) undertake managerial or specialised functions under a wide range of conditions to achieve results in line with divisional/corporate goals
- (b) exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single discipline or multi-discipline operation
- (c) develop work practices and procedures for various projects
- (d) establish work area outcomes
- (e) prepare budget submissions for senior officers and/or the organisation
- (f) develop and implement significant operational procedures
- (g) review operations to determine their effectiveness
- (h) develop appropriate methodology and apply proven techniques in providing specialised services
- (i) where prime responsibility lies in a professional field an officer at this level:
  - (i) controls and co-ordinates projects/programs within an organisation in accordance with corporate goals
  - (ii) provides a consultancy service to a wide range of clients
  - (iii) functions may involve complex professional problem solving
  - (iv) provides advice on policy method and contributes to its development.

### **A.7.3 Requirements of the position**

Some or all the following are needed to perform work at this level:

- (a) **Skills, knowledge, experience, qualification and/or training**
  - (i) comprehensive knowledge of policies and procedures
  - (ii) application of a high level of discipline knowledge
  - (iii) qualifications are generally beyond those required through tertiary education alone, typically acquired through completion of higher education qualifications to degree level and extensive relevant experience
  - (iv) lesser formal qualifications with acquisition of considerable skills and extensive relevant experience to an equivalent standard or
  - (v) a combination of experience, expertise and competence enough to perform the duties required at this level.

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**(b) Organisational relationships**

- (i) works under limited direction
- (ii) normally supervises other employees and establishes and monitors work outcomes.

**(c) Extent of authority**

- (i) may manage section or organisation
- (ii) has significant delegated authority
- (iii) selection of methods and techniques based on sound judgement (guidance not always readily available within the organisation). Decisions and actions taken at this level may have significant effect on program/project/work areas being managed.

**A.8 Social and Community Services employee level 8**

**A.8.1 Characteristics of this level**

- (a) A person employed as a Social and Community Services employee level 8 is subject to broad direction from senior officers and will exercise managerial responsibility for the organisation's relevant activity. In addition, employees may operate as a senior specialist providing multi-functional advice to either various departments or directly to the organisation.
- (b) A person employed as a Social and Community Services employee level 8 will be subject to broad direction from management/the employer and will exercise managerial responsibility for an organisation. In addition, employees may operate as a senior specialist providing multi-functional advice to other professional employees, the employer, the management team, Executive or Board.
- (c) General features of this level require the employee's involvement in the initiation and formulation of extensive projects or programs which impact on the organisation's goals and objectives. Employees are involved in the identification of current and future options and the development of strategies to achieve desired outcomes.
- (d) Additional features include providing financial, specialised, technical, professional and/or administrative advice on policy matters within the organisation and/or about external organisations such as government policy.
- (e) In addition, employees will be required to develop and implement techniques, work practices and procedures in all facets of the work area.

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- (f) Employees at this level require a high level of proficiency in the application of theoretical approaches in the search of optimal solutions to new problems and opportunities which may be outside of the original field of specialisation.
- (g) Positions at this level will demand responsibility for decision-making within the constraints of organisational policy and require the employees to provide advice and support to all facets of the organisation. Employees will have significant impact upon policies and programs and will be required to provide initiative, and can formulate, implement, monitor and evaluate projects and programs.
- (h) Positions at this level may be identified by the significant independence of action within the constraints of organisational policy.

#### **A.8.2 Responsibilities**

A position at this level may include some of or similar responsibilities to:

- (a) undertake work of significant scope and complexity. A major portion of the work requires initiative
- (b) undertake duties of innovative, novel and/or critical nature with little or no professional direction
- (c) undertake functions across a range of administrative, specialist or operational areas which include specific programs or activities, management of services delivery and the provision of high-level advice
- (d) provide authoritative specialist advice on policy matters and contribute to the development and review of policies, both internal and external
- (e) manage extensive programs or projects in accordance with organisational goals. This may require the development, implementation and evaluation of those goals
- (f) administer complex policy and program matters
- (g) may offer consultancy service
- (h) evaluate and develop/revise methodology techniques with the organisation. The application of high-level analytical skills in the attainment and satisfying of organisational objectives
- (i) where the prime responsibility is in a specialised field, employees at this level would undertake at least some of the following:
  - (i) contribute to the development of operational policy
  - (ii) assess and review the standards of work of other specialised personnel/external consultants

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- (iii) initiate and formulate organisational programs
- (iv) implement organisational objectives within corporate goals
- (v) develop and recommend ongoing plans and programs.

**A.8.3 Requirements of the position**

Some or all the following are needed to perform work at this level:

**(a) Skills, knowledge, experience, qualification and/or training**

- (i) detailed knowledge of policy, programs, guidelines, procedures and practices of the organisation and external bodies
- (ii) detailed knowledge of statutory requirements.

**(b) Prerequisites**

- (i) qualifications are generally beyond those normally acquired through a degree course and experience in the field of specialist expertise
- (ii) substantial post graduate experience
- (iii) lesser formal qualifications and the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard or attained through previous appointments, service and/or study with a combination of experience, expertise and competence enough to

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## **SCHEDULE C - Minimum wage rates - Children's Services employees**

All WCS Children's Services employees covered by this Agreement are classified according to the structure set out in Schedule B of the *Children's Services Award 2010*. This award schedule is replicated at Schedule D of this Agreement.

WCS will advise employees in writing of their classification and any changes to their classification.

The classification determined by WCS will be according to the skill level to be exercised by the employee in order to carry out the principle functions for WCS to achieve its strategic objectives.

\*PLEASE NOTE: The rates quoted in the table are exclusive of Casual Loading. To calculate casual rates, apply 25% to the hourly rate to determine the casual rate of pay.

| <b>Classification</b>               | <b>Hourly rate with effect from 3 July 2021</b> | <b>Annual salary</b> |
|-------------------------------------|---|----------------------|
| <b>Support Worker</b>               |   |                      |
| Level 1.1 (on commencement)         | \$ 21.84  | \$ 42,725            |
| Level 2.1 (on commencement)         | \$ 22.67  | \$ 44,349            |
| Level 2.2 (after one year*)         | \$ 23.45  | \$ 45,875            |
| Level 3.1 (on commencement)         | \$ 24.85  | \$ 48,613            |
| <b>Children's Services Employee</b> |   |                      |
| Level 1.1 (on commencement)         | \$ 21.84  | \$ 42,725            |
| Level 2.1 (on commencement)         | \$ 22.67  | \$ 44,349            |
| Level 2.2 (after one year*)         | \$ 23.45  | \$ 45,875            |
| Level 3A.1**(on commencement)       | \$ 24.47  | \$ 47,870            |
| Level 3A.2                          | \$ 24.85  | \$ 48,613            |
| Level 3.1 (on commencement)         | \$ 24.85  | \$ 48,613            |
| Level 3.2 (after one year*)         | \$ 25.71  | \$ 50,296            |
| Level 3.3 (after two years*)        | \$ 26.52  | \$ 51,880            |
| Level 3.4 (Diploma)                 | \$ 27.99  | \$ 54,756            |
| Level 4A.1 (on commencement)        | \$ 26.52  | \$ 51,880            |
| Level 4A.2 (after one year*)        | \$ 26.89  | \$ 52,604            |
| Level 4A.3 (after two years*)       | \$ 27.26  | \$ 53,328            |
| Level 4A.4 (after three years*)     | \$ 27.64  | \$ 54,071            |
| Level 4A.5 (after four years*)      | \$ 28.01  | \$ 54,795            |
| Level 4.1 (on commencement)         | \$ 29.28  | \$ 57,280            |
| Level 4.2 (after one year*)         | \$ 29.73  | \$ 58,160            |
| Level 4.3 (after two years*)        | \$ 30.17  | \$ 59,021            |
| Level 5A.1 (on commencement)        | \$ 30.62  | \$ 59,901            |
| Level 5A.2 (after one year*)        | \$ 31.06  | \$ 60,762            |
| Level 5A.3 (after two years*)       | \$ 31.50  | \$ 61,622            |
| Level 5.1 (on commencement)         | \$ 30.62  | \$ 59,901            |
| Level 5.2 (after one year*)         | \$ 31.06  | \$ 60,762            |

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|  |          |           |
|--|----------|-----------|
| <b>Level 5.3 (after two years*)</b>                | \$ 31.50 | \$ 61,622 |
| <b>Level 5.4***</b>                                | \$ 31.61 | \$ 61,838 |
| <b>Level 6A.1 (on commencement)</b>                | \$ 35.31 | \$ 69,076 |
| <b>Level 6A.2 (after one year*)</b>                | \$ 35.74 | \$ 69,917 |
| <b>Level 6A.3 (after two years*)</b>               | \$ 36.18 | \$ 70,778 |
| <b>Children's Services Employee -<br/>Director</b> |          |           |
| <b>Level 6.1 (on commencement)</b>                 | \$ 35.31 | \$ 69,076 |
| <b>Level 6.2 (after one year*)</b>                 | \$ 35.74 | \$ 69,917 |
| <b>Level 6.3 (after two years*)</b>                | \$ 36.18 | \$ 70,778 |
| <b>Level 6.4 (on commencement)</b>                 | \$ 37.53 | \$ 73,419 |
| <b>Level 6.5 (after one year*)</b>                 | \$ 37.88 | \$ 74,103 |
| <b>Level 6.6 (after two years*)</b>                | \$ 38.33 | \$ 74,984 |
| <b>Level 6.7 (on commencement)</b>                 | \$ 38.79 | \$ 75,883 |
| <b>Level 6.8 (after one year*)</b>                 | \$ 39.23 | \$ 76,744 |
| <b>Level 6.9* (after two years)</b>                | \$ 39.67 | \$ 77,605 |



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## Children's Services Static Pay table

Employees commencing prior to December 2014

Annual Rate based on 38 hrs / week

| Classification                      | Hourly rate with effect<br>from 3 July 2021 | Annual salary |
|-------------------------------------|---|---------------|
| <b>Children's Services Employee</b> |   |               |
| CSS Level 1.1                       | \$ 21.84                                    | \$ 43,295     |
| CSS Level 2.1                       | \$ 22.67                                    | \$ 44,943     |
| CSS Level 2.2                       | \$ 23.46                                    | \$ 46,500     |
| CSS Level 2.3                       | \$ 23.46                                    | \$ 46,500     |
| CSS Level 3.1                       | \$24.86                                     | \$ 49,281     |
| CSS Level 3.2                       | \$ 25.71                                    | \$ 50,975     |
| CSS Level 3.3                       | \$ 26.52                                    | \$ 52,578     |
| CSS Level 3.4                       | \$ 27.99                                    | \$ 55,492     |
| CSS Level 4.1                       | \$29.28                                     | \$58,053      |
| CSS Level 4.2                       | \$ 29.73                                    | \$ 58,940     |
| CSS Level 4.3                       | \$ 30.17                                    | \$ 59,812     |
| CSS Level 4.4                       | \$ 30.17                                    | \$ 59,812     |
| CSS Level 5.1                       | \$ 30.62                                    | \$ 60,698     |
| CSS Level 5.2                       | \$31.06                                     | \$ 61,578     |
| CSS Level 5.3                       | \$31.81                                     | \$ 63,054     |
| CSS Level 6.1                       | \$ 35.31                                    | \$ 69,988     |
| CSS Level 6.2                       | \$ 35.74                                    | \$ 70,858     |
| CSS Level 6.3                       | \$ 36.18                                    | \$ 71,730     |
| CSS Level 7.1                       | \$ 37.54                                    | \$ 74,417     |
| CSS Level 7.2                       | \$ 37.91                                    | \$ 75,150     |
| CSS Level 7.3                       | \$ 38.77                                    | \$ 76,853     |
| CSS Level 8.1                       | \$ 40.50                                    | \$ 80,282     |
| CSS Level 8.2                       | \$ 41.34                                    | \$ 81,943     |
| CSS Level 8.3                       | \$ 42.20                                    | \$ 83,646     |

## **SCHEDULE D - Classifications and work level descriptors – Children’s Services employees**

The following text in this schedule is identical to the contents of Schedule B of the *Children’s Services Award 2010*.

### **B.1 Children’s Services Employees (CSE)**

#### **B.1.1 Level 1**

This is an employee who has no formal qualifications but can perform work within the scope of this level. The employee will work under direct supervision in a team environment and will always receive guidance and direction. The employee will receive structured and regular on-the-job training to perform the duties expected at this level. Normally an employee at this level will not be left alone with a group of children.

##### **(a) Indicative duties**

- Learning and implementing the policies, procedures and routines of the service.
- Learning how to establish relationships and interact with children.
- Learning the basic skills required to work in this environment with children.
- Giving each child individual attention and comfort as required.
- Basic duties including food preparation, cleaning and gardening.

##### **(b) Progression**

A Level 1 employee will progress to the next level after a period of one year or earlier if the employer considers the employee capable of performing the work at the next level or if the employee performs work at the next level.

#### **B.1.2 Level 2**

This is an employee who has completed 12 months in Level 1, or a relevant AQF Certificate II, or in the opinion of the employer has enough knowledge and experience to perform the work within the scope of this level. An employee at this level has limited knowledge and experience in children’s services and is expected to take limited responsibility for their own work.

##### **Indicative duties**

- Assist in the implementation of the children’s program under supervision.
- Assist in the implementation of daily care routines.

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- Develop awareness of and assist in maintenance of the health and safety of the children in care.
- Give each child individual attention and comfort as required.
- Understand and work according to the centre or service's policies and procedures.
- Demonstrate knowledge of hygienic handling of food and equipment.

#### **B.1.3 Level 3A**

Such an employee would be an 'E' Worker as previously classified under the *Child Care (Long Day Care) WA Award 2005* as CSE Level 2.

#### **B.1.4 Level 3**

This is an employee who has completed AQF Certificate III in Children's Services or an equivalent qualification or, alternatively, this employee will possess, in the opinion of the employer, enough knowledge or experience to perform the duties at this level. An employee appointed at this level will also undertake the same duties and perform the same tasks as a CSE Level 2.

##### **(a) Indicative duties**

- Assist in the preparation, implementation and evaluation of developmentally appropriate programs for individual children or groups.
- Record observations of individual children or groups for program planning purposes for qualified staff.
- Under direction, work with individual children with needs.
- Assist in the direction of untrained staff.
- Undertake and implement the requirements of quality assurance.
- Work in accordance with food safety regulations.

##### **(b) Progression**

Subject to this award, an employee at this level is entitled to progression to Level 3.3. An employee at this level who has completed an AQF Diploma in Children's Services or equivalent, and who demonstrates the application of skills and knowledge acquired beyond the competencies required for AQF Certificate III in the ongoing performance of their work, must be paid no less than the rate prescribed for Level 3.4. Such an employee would also include an 'E' Worker as previously classified under the *Child Care (Long Day Care) WA Award 2005* as a CSE Level 3.

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Any dispute concerning an employee's entitlement to be paid at Level 3.4 may be dealt with in accordance with clause 9—Dispute resolution, which may require the employee to demonstrate that they utilise skills and knowledge above those prescribed for Level 3 but below those prescribed for Level 4.

#### **B.1.5 Level 4A**

This is an employee who has not obtained the qualifications required for a Level 4 employee who performs the same duties as a Level 4 employee.

#### **B.1.6 Level 4**

This is an employee who has completed a Diploma in Children's Services or equivalent (e.g. Certificate IV in Out of School Hours Care) as recognised by licensing authorities and is appointed as the person in charge of a group of children in the age range from birth to 12 years or an employee who is appointed as an Authorised Supervisor (as defined in the Children and Young Persons (Care and Protection) Act 1998 (NSW)).

An employee at this level will also take on the same duties and perform the same tasks as a CSE Level 3.

#### **Indicative duties**

- Responsible, in consultation with the Assistant Director/Director for the preparation, implementation and evaluation of a developmentally appropriate program for individual children or groups.
- Responsible to the Assistant Director/Director for the supervision of students on placement.
- Responsible for ensuring a safe environment is maintained for both staff and children.
- Responsible for ensuring that records are maintained accurately for each child in their care.
- Develop, implement and evaluate daily care routines.
- Ensure that the centre or service's policies and procedures are adhered to.
- Liaise with families.

#### **B.1.7 Level 5A**

This is an employee who has not obtained the qualification required for a Level 5 employee who performs the same duties as a Level 5 employee.

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### B.1.8 Level 5

This is an employee who has completed an AQF Level V Diploma in Children's Services or equivalent and is appointed as:

- an Assistant Director of a service;
- a Children's Services Co-ordinator;
- a Family Day Care Co-ordinator;
- a Family Day Care Trainee Supervisor; or ☐ a School Age Care Co-ordinator.

An **Assistant Director** will also take on the same duties and perform the same tasks as a CSE Level 4.

#### Indicative duties

- Co-ordinate and direct the activities of employees engaged in the implementation and evaluation of developmentally appropriate programs.
  - Contribute, through the Director, to the development of the centre or service's policies.
  - Co-ordinate centre or service operations including Occupational Health and Safety, program planning, staff training.
  - Responsible for the day-to-day management of the centre or service in the temporary absence of the Director and for management and compliance with licensing and all statutory and quality assurance issues.
  - Generally, supervise all employees within the service.
- (a) A **Children's Service Co-ordinator** undertakes additional responsibilities including:
- co-ordinating the activities of more than one group;
  - supervising staff, trainees and students on placement; and assisting in administrative functions.
- (b) A **Family Day Care Co-ordinator** undertakes the following indicative duties:
- arranges, administers and monitors several Family Day Care placements;
  - responsible for the direction, supervision and training of several family based childcare workers;
  - implements licensing regulations and accreditation requirements for family day care;

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- assists in recruiting and approving the registration of family based childcare workers in accordance with the scheme’s policies and licensing regulations; ? documents, interprets and uses information about children;
  - assists family based childcare workers to develop care routines for children;
  - communicates effectively with family based childcare workers, children, parents and families;
  - applies well-developed theoretical knowledge to the care situations with respect to cultural diversity, gender issues and scheme philosophy; ? responsible for the quality of their own work and the work of others; and ? ensures that records are maintained and up to date.
- (c) A **Family Day Care Trainee Supervisor** undertakes the following indicative duties:
- provides support and guidance to family based childcare workers undertaking the AQF Certificate III Traineeship;
  - undertakes supervision visits for on-the-job workplace assessment;
  - organises training assistance such as additional resources, in-service sessions and study groups as required; and
  - contributes to the development of the scheme’s policies.
- (d) An **unqualified Co-ordinator** who co-ordinates and manages a standalone out-of-school hours care and/or vacation care centre may undertake the following:
- develop and/or oversee programs and ensure they offer a balance of flexibility, variety, safety and fun;
  - supervise the programs/activities and ensure each staff member is fulfilling their relevant duties and responsibilities;
  - carry out administrative tasks including fee collection and receipting, banking, staff pay, etc;
  - administer first aid when appropriate and ensure that injured children receive appropriate medical attention;
  - work positively with parents and/or committees; and
  - understand and work in accordance with the centre or service’s policies.

#### **B.1.9 Level 6A**

This is an employee who has not obtained the qualification required for a Level 6 employee who performs the same duties as a Level 6 employee.

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#### **B.1.10 Level 6—Director**

A Director is an employee who holds a relevant Degree or a 3 or 4 year Early Childhood Education qualification, or an AQF Advanced Diploma, or a Diploma in Children's Services, or a Diploma in Out-of-Hours Care; or is otherwise a person possessing such experience, or holding such qualifications deemed by the employer or the relevant legislation to be appropriate or required for the position, and who is appointed as the director of a service.

##### **(a) Indicative duties**

- Responsible for the overall management and administration of the service.
- Supervise the implementation of developmentally appropriate programs for children.
- Recruit staff in accordance with relevant regulations.
- Maintain day-to-day accounts and handle all administrative matters.
- Ensure that the centre or service adheres to all relevant regulations and statutory requirements.
- Ensure that the centre or service meets or exceeds quality assurance requirements.
- Liaise with families and outside agencies.
- Formulate and evaluate annual budgets.
- Liaise with management committees as appropriate.
- Provide professional leadership and development to staff.
- Develop and maintain policies and procedures for the centre or service.

##### **(b) Director Level 1**

A Director Level 1 is an employee appointed as the Director of a service licensed for up to 39 children or a Family Day Care service of no more than 30 family based childcare workers and is paid at the Level 6.1 to 6.3 salary range.

##### **(c) Director Level 2**

A Director Level 2 is an employee appointed as the Director of a service licensed for between 40 and 59 children or a Family Day Care service with between 31 and 60 family based childcare workers and is paid at the Level 6.4 to 6.6 salary range.

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**(d) Director Level 3**

A Director Level 3 is an employee appointed as the Director of a service licensed for 60 or more children or a Family Day Care service with more 60 family based childcare workers and is paid at the Level 6.7 to 6.9 salary range.

**(e) Qualified Co-ordinator**

This is also the level for a qualified Co-ordinator who co-ordinates and manages a standalone out-of-school hours care and/or vacation care centre and has successfully completed a post-secondary course of at least two years in Early Childhood Studies or an equivalent qualification.

A Co-ordinator appointed to co-ordinate the activities of a service licensed to accommodate up to 59 children will be paid at the salary range Level 6.1 to 6.3.

A Co-ordinator appointed to co-ordinate the activities of a service licensed to accommodate 60 or more children will be paid at the salary range Level 6.4 to 6.6.

## **B.2 Support Worker**

### **B.2.1 Level 1**

This is an untrained, unqualified employee. Employees at this level will work under supervision with guidance and direction.

**(a) Indicative duties**

- Assisting a qualified cook and/or basic food preparation and/or duties of a kitchen hand.
- Laundry work.
- Cleaning.
- Gardening.
- Driving.
- Maintenance (non-trade).
- Administrative duties.

**(b) Progression**

- An employee will progress to Children's Services Support Employee (CSSE) Level 2 after 12 months, or earlier if the employee is performing the duties of a children's Services support employee Level 2.



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### **B.2.2 Level 2**

An employee at this level will possess skills, training and experience above that of a CSSE Level 1 and below that of a CSSE level 3. An employee at this level works under routine supervision and exercises discretion consistent with their skills and experience.

#### **Indicative duties**

- Assisting a qualified cook and/or basic food preparation and/or duties of a kitchen hand.
- Laundry work.
- Cleaning.
- Gardening.
- Driving.
- Maintenance (non-trade).
- Administrative duties.

### **B.2.3 Level 3**

An employee at this level possesses an AQF Certificate III or equivalent skills and performs work at that level as required by the employer.

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## SCHEDULE E – Allowances

| Allowance                                | Current Rate  | Adjusted  | Clause # |
|--|---|---|----------|
| Clothing and equipment - laundry         | \$9.49 p/w  | Where ironing is required. Adjusted by ABS CPI – Clothing and footwear group.     | D4       |
| Clothing and equipment - laundry         | \$5.98 p/w  | Where ironing is not required. Adjusted by ABS CPI – Clothing and footwear group. | D4       |
| Broken shift                             | \$17.18 p/d   | Based upon current salary.  | D5       |
| Excess fares                             | \$13.73 p/d   | Adjusted by ABS CPI – Transport group.  | D6       |
| First aid – non-CS employees             | \$17.22 p/w   | Adjusted by the Fair Work Commission.   | D7       |
| First aid CS employees                   | 1.13%<br>0.15%  | Of standard rate per day.<br>Out-of-school hours care.                            | D7       |
| Meal allowance                           | \$13.78   | Adjusted by ABS CPI – Take away and fast foods group.                             | D8       |
| Qualifications                           |   | Based upon current salary   | D9       |
| Use of motor vehicle - car               | \$0.80c p/km  | Adjusted by ABS CPI – Private motoring group.                                     | D10      |
| Use of motor vehicle - motorcycle        | \$0.27c p/km  | Adjusted by ABS CPI – Private motoring group.                                     | D10      |
| Adjustment of expense related allowances |   | Applicable index figure as determined by the ABS.                                 | D11      |
| After hours duty                         | \$25 Weekday evenings<br>\$55 Saturday<br>\$75 Sunday |   | D12      |
| Workplace health and safety              | \$3.23 p/d  |   | D13      |
| Community language                       | \$80  | Per occasion. Adjusted by NWC increases.  | D14      |

WODEN COMMUNITY SERVICE INC – CARING FOR OUR PEOPLE, BUILDING OUR CAPABILITY TO SERVE,  
ENTERPRISE AGREEMENT 2021 – 2023

**SIGNATURE PAGE**

WODEN COMMUNITY SERVICE INC – CARING FOR OUR PEOPLE, BUILDING OUR CAPABILITY TO SERVE,  
ENTERPRISE AGREEMENT 2021 – 2023

Signed for Woden Community Service Inc by: Sharon Flanigan  
Position: Director, Corporate Services  
Address: PO Box 35,  
Woden ACT 2606

The basis on which the signatory is authorized to sign:

Signature: Sharon Flanigan

Date: 1/12/2021

Signed for United Workers’ Union by: Samuel Roberts  
Position: Executive Director, Early Education  
Address: 833 Bourke Street  
Docklands VIC 3008

The basis on which the signatory is authorized to sign:

Signature: S. Roberts

Date: 3/12/2021

Signed for Australian Services Union: Natalie Lang  
Position: Secretary, ASU  
Address: PO Box 1865  
Strawberry Hills  
NSW 2012

The basis on which the signatory is authorized to sign:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

WODEN COMMUNITY SERVICE INC – CARING FOR OUR PEOPLE, BUILDING OUR CAPABILITY TO SERVE,  
ENTERPRISE AGREEMENT 2021 – 2023

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|                                    |                                   |
|------------------------------------|-----------------------------------|
| Signed by Employee Representative: | Lisa Healy                        |
| Position:                          | Manager, Out of School Hours Care |
| Address:                           | PO Box 35,<br>Woden ACT 2606      |

|   |                                    |
|---|------------------------------------|
| The basis on which the signatory is authorized to sign: | Employee Bargaining Representative |
|---|------------------------------------|

|            |                   |
|------------|-------------------|
| Signature: | <u>Lisa Healy</u> |
|------------|-------------------|

|       |                   |
|-------|-------------------|
| Date: | <u>24/12/2021</u> |
|-------|-------------------|