



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Woden Community Service Limited

(AG2024/3116)

WODEN COMMUNITY SERVICE LIMITED ENTERPRISE AGREEMENT 2024

Social, community, home care and disability services industry

DEPUTY PRESIDENT WRIGHT

SYDNEY, 4 OCTOBER 2024

Application for approval of the Woden Community Service Limited Enterprise Agreement 2024

Introduction

[1] Woden Community Service Limited (the Employer) has made an application for approval of an enterprise agreement known as the *Woden Community Service Limited Enterprise Agreement 2024* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (the Act). The Agreement is a single enterprise agreement.

[2] The Agreement will apply to employees who are covered by either the *Children's Services Award 2010* (Children's Services Award), *Cleaning Services Award 2020*, *Fast Food Industry Award 2020*, (Fast Food Award), *Health Professionals and Support Services Award 2020* (HPSS Award), *Restaurant Industry Award 2020* (Restaurant Award), or *Social, Community, Home Care and Disability Services Industry Award 2020* (SCHADS Award),

[3] The Australian Municipal, Administrative, Clerical and Services Union (ASU) and the United Workers Union (UWU), were bargaining representatives for the Agreement.

National Employment Standards (NES) precedence term in Clause 7.2 of the Agreement

[4] Appendix 3 of the Agreement provides for a definition of a household. The Act does not provide for such a definition and thus, this definition appears to go beyond the requirements set out in s. 107 of the FW Act.

[5] Clause 77.6 of the Agreement provides that if the employee does not provide the required notice of termination, the employer will have the right to withhold monies due to the employee with a maximum amount equal to the employee's base rate of pay for the required period of notice.

[6] These clauses may be inconsistent with the NES. I note that in accordance with the NES precedence term in Clause 7.2 of the Agreement, these clauses will be read and interpreted in conjunction with the NES.

Allowances

[7] The Awards provide for many general allowances which have not been included in the Agreement. The Employer has submitted that allowances which have been omitted from the Agreement do not apply to the nature of the work that it undertakes. The ASU and UWU have not expressed any disagreement in relation to this matter. I am therefore satisfied that it is reasonably foreseeable that employees will not be required to work in circumstances attracting the payment of allowances under the relevant Award which are not included in the Agreement.

Time Off in Lieu – Restaurant and Fast Food Award

[8] Clause 20.7 of the Fast-Food Award and clause 23.5 of the Restaurant Award provide that an employee and employer may agree to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee. The period of time off that an employee is entitled to take is equivalent to the overtime payment that would have been made. Clause 30.7 of the Agreement provides that employees will be granted time off instead of payment for overtime, on an hour for hour basis. The rates of pay may not be high enough to compensate for this deficiency.

[9] The Employer submitted that the employees covered by these Awards are working in school canteens and are not required to work outside of school hours. The ASU and UWU have not expressed any disagreement in relation to this matter. I am therefore satisfied that it is reasonably foreseeable that the Employer will not require these employees to perform overtime.

BOOT issues

[10] The Commission raised the following issues with the Employer which are relevant to whether employees are better off overall under the Agreement compared to the relevant Award:

1. Clause 24.4(b) of the Agreement requires 24 months service for employees who work an average of less than 19 hours per week to progress to the next paypoint whereas the SCHADS Award has no such requirement.
2. Clause 25 of the HPSS Award provides that part-time employees receive overtime when they work in excess of their ordinary hours, more than 10 hours per shift or *work in excess of agreed hours unless agreement has been reached in accordance with clause 10.3*. Clause 30 of the Agreement provides that overtime is payable to part time employees only when they work more than 7.6 hours on any day.
3. Clause 32.8 of the Agreement provides that the Employer will endeavour not to require an employee to commence work until the employee has had a break of at least 10 hours where reasonable and will pay overtime rates until the employee has had a 10 hour break. Clause 25.4 of the SCHADS Award provides that an employee will be allowed a break of not less than 10 hours between the end of one shift or period of work and the start of another.

4. Clause 35.1 of the Agreement provides that where an employee is required to perform a higher-level role for three or more consecutive days the employee will be paid the higher rate. Clause 30.1 of the SCHADS Award provides that a home care employee engaged in any duties carrying a higher wage rate than the classification in which they are ordinarily employed will be paid at the higher rate for two hours worked or a full shift if working more than two hours.
5. Clause 37.2 of the Agreement provides that to be eligible for the payment of the on-call allowance, the employee must: (a) be ready and available to return to the workplace without notice; (b) remain within 30 minutes travel time of the workplace; and (c) be contactable at all times by phone. Clause 20.11 of the SCHADS Award provides less onerous requirements in that an employee required by the employer to be on call (i.e. available for recall to duty at the employer's or client's premises and/or for remote work) will be paid an allowance.
6. Clause 15 of the Restaurant Award provides for a minimum engagement of six hours for full-time employees whereas clause 17 of the Agreement provides for a minimum engagement of three hours for full-time and part-time restaurant employees.
7. Clause 15.1 of the Restaurant Award provides that employees may not be rostered more than 10 hours per day for more than three consecutive days without a 48-hour break following and no more than eight days of more than 10 hours may be worked in a four-week period. The Agreement appears to be silent in relation to these safeguards.
8. Clause 28.1(a) of the SCHADS Award, clause 23 of the Restaurant Award, clause 23.1(a) of the Children's Services Award, and clause 20.2(c) of the Fast Food Award provide that full-time employees will be paid overtime when working in excess of their ordinary hours of work and rostered ordinary hours, whereas clause 30.4(b) of the Agreement states that full-time employees will be paid overtime only when working outside the span of hours.
9. Clause 50.7 of the Agreement provides that employees may be required to take annual leave during any shutdown whereas the SCHADS Award has no such requirement.

Section 190 Undertakings

[11] The Employer provided written undertakings to address the above BOOT issues. A copy of the undertakings is attached in Appendix 6. 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.

Section 186, 187, 188 and 190

[12] 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.

Section 183 Bargaining Representatives

[13] The ASU and the UWU, being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them.

[14] In accordance with s.201(2), I note that the Agreement covers the ASU and the UWU.

Approval

[15] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 11 October 2024. The nominal expiry date of the Agreement is 4 October 2028.



DEPUTY PRESIDENT

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

WODEN COMMUNITY SERVICE LIMITED ENTERPRISE AGREEMENT

2024

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PART A. TECHNICAL MATTERS

1. Title of this Agreement

- 1.1 This agreement shall be known as *Woden Community Service Limited Enterprise Agreement 2024 (Agreement)*.

2. Interpretation

- 2.1 Capitalised words or expressions used in this Agreement (or in a particular provision of this Agreement) are defined in Appendix 3.
- 2.2 Capitalised words or expressions used in this Agreement that are defined in the Fair Work Act, have the same meaning as the Fair Work Act, unless otherwise defined in this Agreement.
- 2.3 In this Agreement, unless the context otherwise indicates:
- (a) a reference to:
 - (i) the singular includes the plural, and the plural includes the singular; and
 - (ii) a part, appendix, clause, sub-clause or paragraph is to a part, clause, sub-clause or paragraph in this Agreement;
 - (b) headings are for convenience only and do not affect the interpretation of this Agreement;
 - (c) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
 - (d) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision;
 - (e) a reference to a time and date in connection with the performance of an obligation is a reference to the time and date in the Australian Capital Territory, even if the obligation is to be performed elsewhere;
 - (f) mentioning anything after include, includes or including does not limit what else might be included;
 - (g) where an expression is defined anywhere in this Agreement, it has the same meaning throughout this Agreement;
 - (h) the rule of contra proferentem does not apply to this Agreement; and
 - (i) a reference to “dollars” or “\$” is to an amount in Australian currency.

3. Coverage

- 3.1 This Agreement is made under section 172 of the Fair Work Act. In accordance with section 53 of the Fair Work Act, this Agreement covers:
- (a) Woden Community Service Limited (ACN 660 132 061), as employer; and

- (b) all employees of WCS whose position is covered by the classifications set out in Appendix 2 – Classification, of this Agreement, other than:
 - (i) the Chief Executive Officer;
 - (ii) the Chief Operating Officer;
 - (iii) Executive Managers; and
 - (iv) any employee who is above the High Income Threshold, as defined in the Fair Work Act.

3.2 This Agreement provides for the following classifications of employee, set out in Appendix 2:

- (a) Children’s Services Employees; and
- (b) Social and Community Services Employees, subcategorised as follows:
 - (i) Community Services Employees;
 - (ii) Home Care Employees;
 - (iii) Restaurant Employees;
 - (iv) Cleaner Employees and Gardener Employees;
 - (v) Health Professionals; and
 - (vi) Canteen Employees.

3.3 For the avoidance of doubt, where WCS employs a person in a role not covered by the classification structure set out in Appendix 2 that employee will not be covered by this Agreement and will be paid in accordance with the applicable Modern Award (if any).

4. Commencement and duration

- 4.1 This Agreement commences on the date that is seven days after it has been approved by the Fair Work Commission (**Commencement Date**).
- 4.2 The nominal date of expiry of this Agreement is four years after it has been approved by the Fair Work Commission (**Nominal Expiry Date**).

5. Delegations

- 5.1 All the powers and authorities of WCS in this Agreement are held by the Chief Executive Officer.
- 5.2 The Chief Executive Officer may, by instrument in writing, delegate or authorise to a person any of their powers, authorities or functions under this Agreement, excluding their power to delegate or authorise.
- 5.3 The Chief Executive Officer may issue instructions relating to the exercise of a delegated power, authority or function.

6. No Extra Claims

- 6.1 The Parties agree that there shall be no further claims during the life of this Agreement.

6.2 The Parties may agree to vary this Agreement at any time until its Nominal Expiry Date in accordance with the relevant provisions of the Fair Work Act.

7. Effect of the Agreement

7.1 The Parties agree that:

- (a) it is the intention of this Agreement to achieve the principal objects specified in section 351 of the Fair Work Act;
- (b) this Agreement replaces any previous enterprise agreement or collective agreement that may have previously been applicable to WCS and the employees, including the:
 - (i) Woden Community Service Inc - Caring for Our People, Building Our Capability to Serve, Enterprise Agreement 2021 - 2023;
 - (ii) Community Sector Multiple Enterprise Agreement 2014 - 2018 (Australian Capital Territory); and
 - (iii) Woden Community Service Inc (Early Childhood Education & Care and School Age Care) Enterprise Agreement 2014 - 2017,together the "**Previous Agreements**"; and
- (c) Employees may bring no further disputes in relation to the Previous Agreements.

7.2 This Agreement is read in conjunction with the National Employment Standards and if 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.

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

7.4 Nothing in these provisions allows any treatment that would otherwise be prohibited in any applicable Commonwealth, State, or Territory legislation.

7.5 This Agreement may only be varied in accordance with section 210 of the Fair Work Act.

PART B. TYPES OF EMPLOYEES AND HOURS OF WORK

8. Types of employment

8.1 Employees of WCS are employed in one of the following categories:

- (a) Full Time Employees;
- (b) Part Time Employees
- (c) Fixed Term and Maximum Term Employees;
- (d) Casual Employees; or
- (e) Trainees.

8.2 At the time of engagement WCS will inform each employee of the terms of their engagement, including which category of employment they are engaged under.

9. Probationary Period

- 9.1 All Full Time and Part Time Employees, including Maximum Term Employees (excluding Fixed Term Employees) will be subject to a Probationary Period of six months from commencement of their employment to allow WCS to assess their performance, productivity, work ethic, attitude, compliance with policies and procedures and overall suitability for the position.
- 9.2 At the end of the Probationary Period employees will, subject to satisfactory performance, have their continuing employment confirmed by WCS.
- 9.3 Notwithstanding any other term of this Agreement, during the Probationary Period, either party may terminate employment for any reason by giving one weeks' notice in writing.
- 9.4 WCS may terminate an employee during their Probationary Period for serious misconduct, without notice or payment in lieu, in accordance with the Fair Work Act.

10. Allocation of duties

- 10.1 WCS may require an employee to carry out any reasonable duties the employee is capable of performing, subject to any restrictions set out in this Agreement and the payment of higher duties allowance where required by this Agreement.
- 10.2 Where an employee is required to undertake lower-level duties for a period of time, other than where this is an agreed transfer to a lower-level position, the employee will continue to be paid at the higher level.

11. Full Time Employees

- 11.1 A Full Time Employee is an employee who is engaged on a permanent basis to work an expected average of 76 hours per fortnight.

12. Part Time Employees

- 12.1 A Part Time Employee is an employee who:
 - (a) is engaged on a permanent basis to work less than an average of 38 hours per week; and
 - (b) has reasonably predictable expected hours of work.
- 12.2 Unless otherwise specified in this Agreement, remuneration and other conditions for Part Time Employees, including leave, will be calculated pro rata to the Ordinary Hours the employee works, excluding allowances of a reimbursement nature and long service leave.
- 12.3 The details of a Part Time Employee's Ordinary Hours will be specified in writing on commencement and include:
 - (a) the expected hours to be worked each day; and
 - (b) the days of the week the employee will be required to work, and may include different expected hours for specified periods.
- 12.4 WCS and a Part Time Employee may mutually agree in writing to vary the Ordinary Hours of a Part Time Employee.

- 12.5 Where a Part Time Community Services Employees or Home Care Employee has worked more than their Ordinary Hours for at least 12 months the employee may request in writing that WCS increase their Ordinary Hours. WCS will respond to any request within 21 days but may refuse the request on reasonable business grounds after genuinely trying to reach an agreement with the employee.
- 12.6 A Part Time Community Services Employee or Home Care Employee cannot make a request under clause 12.5 if in the last six months:
- (a) the employee has refused an offer to increase their Ordinary Hours; or
 - (b) WCS has refused a request made under clause 12.5.
- 12.7 Where a Part Time Employee works additional hours, those additional hours will not be taken to have changed the employee's Ordinary Hours.

13. Fixed Term and Maximum Term Employees

- 13.1 A Fixed Term Employee is an employee who is engaged for a specified time, or to complete a specified task, on either a full time or part time basis, as informed by WCS at the time of their engagement.
- 13.2 A Maximum Term Employee is an employee who is engaged for a specified time, or to complete a specified task, on either a full time or part time basis, as informed by WCS at the time of their engagement, where their contract for employment may be terminated prior to the specified end date.
- 13.3 WCS will engage Fixed Term and Maximum Term Employees in accordance with Part 2.9, Division 5 of the Fair Work Act which contains some limitations on the application of fixed term and maximum term contracts and obligations on WCS to provide certain information to Fixed Term and Maximum Term Employees, including the Fixed Term Contract Information Statement.
- 13.4 This Agreement will apply to Fixed Term and Maximum Term Employees except to the extent that this Agreement expressly provides it does not apply.
- 13.5 If a Fixed Term or Maximum Term Employee is subsequently appointed to a permanent position with WCS, any period of the fixed term or maximum term contract completed immediately prior to the commencement of the permanent position will 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.

14. Casual Employees

- 14.1 A Casual Employee is an employee who is engaged as a casual employee in accordance with section 15A of the Fair Work Act.
- 14.2 A Casual Employee may be entitled to convert to permanent employment in accordance with the Fair Work Act, but otherwise will remain a Casual Employee.

15. Trainees

- 15.1 WCS may engage a person as a Trainee on a traineeship registered with the relevant State or Territory training authority, as a Fixed Term or Maximum Term Employee for the duration of the traineeship.
- 15.2 The Base Rate of Pay for a Trainee must be at least one per cent higher than the national training wage contained in Schedule E of the Miscellaneous Award 2020.
- 15.3 The conditions of a traineeship will be in accordance with this Agreement except where this is inconsistent with the requirements of the relevant State or Territory training authority.
- 15.4 A Trainee may, at WCS's sole discretion, be offered a position as a Full Time Employee or Part Time Employee on successful completion of the traineeship.

16. Ordinary Hours

- 16.1 The span of hours within which Ordinary Hours may be worked are set out in the following table:

Classification	Span of hours
Children's Services Employees	6.00 am to 6.30 pm, Monday to Friday
Community Services Employees and Home Care Employees	6.00 am to 8.00 pm, Monday to Sunday
Restaurant Employees	6.00 am to 10.00 pm, Monday to Friday
Cleaner Employees and Gardener Employees	6.00 am to 6.00 pm, Monday to Friday
Health Professionals	6.00 am to 6.00 pm, Monday to Friday
Canteen Employee	6.00 am to 10.00 pm, Monday to Friday

- 16.2 Where an employee is required to work Broken Shifts, the time between the start of the first shift and the end of the last shift cannot be greater than 12 hours in a day.
- 16.3 Where WCS engages employees, or requires employees to work, in a manner that would entitle them to be defined as a Shiftworker for the purposes of the National Employment Standards, any Shiftworker will be entitled to five weeks' annual leave per year (pro rata for Part Time Employees).

17. Minimum Engagement

- 17.1 Subject to clause 31, the minimum single engagement an employee may be directed to work by WCS, other than on a Public Holiday, is 1 hour for Remote Work and the following for any work that is not Remote Work:

	Full Time and Part Time	Casual
Children's Services Employees	2 hours	2 hours
Community Services Employees	3 hours	3 hours
Home Care Employees	3 hours	2 hours

Restaurant Employees	3 hours	2 hours
Cleaner and Gardener Employees	3 hours	3 hours
Health Professionals	3 hours	3 hours
Canteen Employees	3 hours	3 hours

17.2 The minimum single engagement an employee may be directed to work by WCS on a Public Holiday is:

	Full Time, Part Time and Casual Employees
Children's Services Employees	4 hours
Home Care Employees	2 hours
Community Services Employees	3 hours
Restaurant Employees	4 hours
Cleaner and Gardener Employees	3 hours
Health Professionals	3 hours
Canteen Employee	3 hours

17.3 A minimum single engagement may only be reduced at the request of an employee in agreement with WCS, in which case the employee will be paid for the time actually worked.

17.4 Employees will not be required to work more than 7.6 hours on one day, unless agreed to by the employee, in which case an employee may work up to 10 hours per day.

18. Roster

18.1 The Ordinary Hours of work for employees who work to a roster, excluding Casual Employees, will be displayed on a weekly roster provided to applicable employees at least two weeks before the commencement of the roster period.

Change in roster

18.2 WCS may change an employee's roster with 7 days' notice, provided that:

- (a) a roster may be altered at any time to enable the service of WCS to be carried on where another employee is absent from duty on account of illness, or in an emergency; and
- (b) if the only change to the roster of a Part Time Employee is the mutually agreed addition of extra hours to be worked such that the Part Time Employee still has 4 rostered 24-hour periods off in that fortnight or 8 rostered 24-hour periods off in a 28-day roster cycle, no notice is required.

18.3 When considering changes to rosters, WCS will:

- (a) consult with the employees affected on the implementation of the changes; and

- (b) give consideration to any objections and/or suggestions raised by staff before implementing major changes.

Home Care Client cancellation

18.4 Where a client cancels or changes the rostered home care service with less than 7 days' notice of the scheduled service, WCS may:

- (a) elect to not cancel the shift, and direct a Full Time or Part Time Employee to perform other work during the hours they were rostered; or
- (b) cancel the rostered shift or affected part of the shift, in which case the employee will:
 - (i) receive the amount they would have received had the shift not been cancelled; or
 - (ii) if the employee has been provided at least 12 hours' notice of the cancellation, WCS may direct the employee to work make-up time in accordance with clause 18.5, which must be worked within 6 weeks of the date of the cancellation.

18.5 If WCS directs the employee, in accordance with clause 18.4(b)(ii), to work make-up time equivalent to the cancelled time:

- (a) WCS will provide the employee with 7 days' notice of when any make-up time is to be worked;
- (b) WCS will consult with the employee regarding when the make-up time is to be worked;
- (c) this time may be made up working with other clients or in other areas of WCS's business providing the employee has the skill and competence to perform the work; and
- (d) the employee will be paid the higher of:
 - (i) the amount payable to them had the shift not been cancelled; or
 - (ii) the amount payable in respect of the work actually performed as make-up time.

18.6 For the avoidance of doubt, if the employee is not provided with 12 hours notice of the cancellation, the employee will be entitled to receive payment for their minimum specified hours for that day.

Cancellation of Casual Shifts

18.7 For any Casual Employee who has a shift cancelled by WCS for any reason, WCS will provide employees with at least 2 hours notice of the cancellation. Where WCS provides less than two hours notice of the cancelled shift, WCS will pay the employee for the shift.

18.8 Casual Employees must endeavour to provide 2 hours prior notice if they cancel a shift they have been rostered, or agreed, to work.

19. Shutdown Periods for Canteen Employees

- 19.1 The WCS workplaces in which Canteen Employees are employed shut down during non-school term weeks. Canteen Employees are employed to work during school term weeks and are not required to work during non-school term weeks.
- 19.2 Canteen Employees may access their annual leave entitlements or otherwise take unpaid leave during the non-school term shut down periods.
- 19.3 In this clause the following terms have the corresponding meaning:
- (a) “**school term weeks**” means the weeks in the school year that students are required to attend school as set out in the school calendar of the Canteen Employee’s place of work; and
 - (b) “**non-school term weeks**” means weeks in the school year other than school term weeks and include periods designated as school holidays for students.

PART C. REMUNERATION

20. Pay rates

- 20.1 The Base Rate of Pay for employees from the first full pay period commencing after the Commencement Date, subject to any increase which may be provided by clause 22.3, are included in the applicable section of Appendix 1 of this Agreement. Where there is any inconsistency between the provisions of this Part and Appendix 1, the provisions of this Part will prevail.
- 20.2 Casual Employees will receive a loading of 25 percent in lieu of:
- (a) access to all forms of paid leave (other than Long Service Leave and paid Domestic Violence Leave); and
 - (b) payment for public holidays on which the Casual Employee is not required to work.
- 20.3 Employees who, at the Commencement Date, receive a rate of pay higher than the Base Rate of Pay set out in the applicable section of Appendix 1 of this Agreement (**Grandfathered Rate**) will continue to be paid at the Grandfathered Rate until the rate of pay in the applicable section of Appendix 1 of this Agreement equals or exceeds the Grandfathered Rate.

21. Method of payment

- 21.1 Employees will be paid fortnightly in arrears into a financial institution account nominated by the employee.
- 21.2 Where an employee’s Base Rate of Pay is set out as an hourly rate, the following formula will be used to determine an annual Full Time salary:

$$\text{Annual Full Time Salary} = \text{Hourly Base Rate of Pay} \times 38 \times 52.1666667$$

22. Salary increases

- 22.1 From the first full pay period ending on or after:
- (a) 1 July 2025;

- (b) 1 July 2026;
- (c) 1 July 2027; and
- (d) 1 July 2028,

employees' Base Rate of Pay will be increased by the same percentage provided by the Annual Wage Review conducted in accordance with section 285 of the Fair Work Act (**Annual Wage Review**).

- 22.2 For the avoidance of doubt, from the Commencement Date an Employee's Base Rate of Pay will be no less than:
- (a) for Social and Community Services employees including Home Care Employees, other than employees paid at Level 9 and Level 2A of the Social and Community Services rates at Appendix 1 Part B, the rate of pay for the comparable SCHADS Award level as outlined in Appendix 5, plus 2%; and
 - (b) for Children's Services Employees, the equivalent rate of pay in the Children's Services Award, plus 10%.
- 22.3 Any wage increase, determination or award of the Fair Work Commission or authorised tribunal or commission in addition to the Annual Wage Review will be applied to ensure the requirements at clause 22.2 are met.
- 22.4 For the avoidance of doubt, from the Commencement Date, employees paid at Level 9 and Level 2A of the Social and Community Services rates at Appendix 1 Part B will at all times receive the same percentage increase to their Base Rate of Pay that other Social and Community Services employees receive.
- 22.5 For the avoidance of doubt where a wage increase, determination or award of the Fair Work Commission or any other authorised tribunal or commission results in an employee being entitled to a higher Base Rate of Pay under the applicable Award than this Agreement, the employee's Base Rate of Pay will be increased in line with the requirements, including timing, of that applicable wage increase, determination or award.

23. Salary Reduction

- 23.1 Where an employee requests in writing, or agrees to a request in writing, to perform work at a lower classification level, their Base Rate of Pay will be the Base Rate of Pay applicable to that lower classification.

24. Classification Progressions

- 24.1 Employees will be classified in accordance with the classification descriptions set out in Appendix 2.
- 24.2 Employees may progress through the pay points within each pay level at Appendix 1 in accordance with this clause. Subject to clause 24.7(a), for the avoidance of doubt, movement to a higher classification level will only occur by way of promotion or re-classification.

Social and Community Services Employees

- 24.3 All Social and Community Services Employees will be entitled to progression from one pay point to the next within a pay level if they have:
- (a) demonstrated competency and satisfactory performance at their current pay point and received a satisfactory performance review; and
 - (b) acquired and satisfactorily used new or enhanced skills within the ambit of the classification, if required by WCS.
- 24.4 All Social and Community Services employees will progress from one pay point to the next within their pay level:
- (a) on their Position Date each year of continuous service if they:
 - (i) meet the requirements set out in clause 24.3; and
 - (ii) have worked at their current pay point for an average of 19 hours or more per week for the last 12 months; or
 - (b) on their Position Date every 24 months of continuous service if they:
 - (i) meet the requirements set out in clause 24.3; and
 - (ii) have worked at their current pay point for an average of less than 19 hours per week over the last 24 months.

Children's Services Employees

- 24.5 Subject to clause 24.7, all Children's Services Employees will progress from one pay point to the next within their pay level in accordance with clause 24.6 if the employee has:
- (a) received a satisfactory performance review;
 - (b) demonstrated competency at their current level; and
 - (c) demonstrated ability to acquire the skills necessary for advancement to the next pay point.
- 24.6 Subject to clause 24.7, all Children's Services employees will progress from one pay point to the next within their pay level:
- (a) on their Position Date each year of continuous service if they:
 - (i) meet the requirements set out in clause 24.5; and
 - (ii) have worked at their current pay point for an average of 19 hours or more per week for the last 12 months; or
 - (b) on their Position Date every 24 months of continuous service if they:
 - (i) meet the requirements set out in clause 24.5; and
 - (ii) have worked at their current pay point for an average of less than 19 hours per week over the last 24 months.
- 24.7 Children's Services Employees classified at the following levels will be entitled to the corresponding progressions:

- (a) a Level 1 Children’s Services Employee will, subject to meeting the requirements at clause 24.5, progress to the next pay level (Level 2.1 Children’s Services Employee) on the anniversary of their commencement date;
- (b) a Level 2 Children’s Services Employee will immediately progress by one pay point in addition to the progression at clause 24.6 on completion of an accredited introductory childcare course, subject to meeting the requirements at clause 24.5;
- (c) a Level 3 Children’s Services Employee will only be entitled under clause 24.6 to progress up to pay level 3.3, however if the Level 3 Children’s Services Employee:
 - (i) completes a AQF Diploma in Children’s Services or equivalent; and
 - (ii) demonstrates the application of skills and knowledge acquired beyond the competencies required for AQF Certificate III in the ongoing performance of their work,
 then, the employee will, on meeting the above requirements to WCS’s satisfaction, be progressed to pay level 3.4 regardless of whether they have served 12 months;
- (d) a Level 5 Children’s Services Employee who holds an AQF Advanced Diploma will be progressed to pay level 5.4 regardless of whether they have served 12 months.

25. Superannuation

- 25.1 WCS will make superannuation contributions to the employee’s nominated superannuation fund in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth), or other applicable legislation in place at any particular time.
- 25.2 Where an employee does not nominate a superannuation fund and does not have a stapled superannuation fund, WCS will make super contributions to a default fund which complies with applicable legislation and regulations.
- 25.3 Subject to the governing rules of the relevant superannuation fund, WCS must make the superannuation contributions provided for in clause 25.1:
 - (a) while the employee is on any paid leave;
 - (b) for a maximum of 52 weeks, for an employee’s period of absence from work due to a work-related injury or work-related illness provided that:
 - (i) the employee is receiving workers compensation payment or is receiving regular payments directly from WCS in accordance with statutory requirements; and
 - (ii) the employee remains employed by WCS.

26. Junior Rates

- 26.1 Notwithstanding any other term of this Agreement where WCS employs a Canteen Employee, Restaurant Employee, and Level 1 or Level 2 Children’s Services Employee, who is less than 18 years of age, they will be paid the following percentage of the Base Rate of Pay applicable to that employee’s classification set out in Appendix 1:
 - (a) under 17 years of age – 70%; and

- (b) under 18 years of age – 80%.
- 26.2 The junior rate of pay ceases to apply from the commencement of the first full pay period following the employee reaching 18 years of age.
- 26.3 For the avoidance of doubt:
 - (a) an employee’s Base Rate of Pay will progress to the appropriate rate at the commencement of the first full pay period following the employee’s birthday; and
 - (b) employees paid a junior rate are also eligible for pay progression in accordance with clause 24 and will receive salary increases in accordance with clause 22.

27. Supported Wage

- 27.1 Employees who have a disability to the extent that they meet the impairment criteria for the Disability Support Pension may be employed under this Agreement and paid appropriate to the classification in which they are employed, determined in accordance with the procedures and provisions included in Appendix 4.

PART D. PENALTY RATES, OVERTIME AND WORKING ARRANGEMENTS

28. Nine day fortnight

- 28.1 WCS supports all employees who want to work flexibly to work a nine day working fortnight, subject to reasonable business grounds that may prevent WCS from accepting such a request from an employee.
- 28.2 A nine day working fortnight enables an employee to reduce the number of hours they commit to work each week or work a compressed 76 hour fortnight in nine days to balance work and life commitments, on request of the employee.
- 28.3 Employees who elect to enter into a nine day working fortnight will be remunerated according to the hours they work and accrue leave on a pro rata basis if applicable.
- 28.4 Employees who wish to access a nine day fortnight may make a request using the right to request flexible working arrangements provisions at clause 82.1.
- 28.5 Employees who elect to work a nine day fortnight will receive overtime in accordance with clause 30.

29. Penalty Rates

Public Holidays

- 29.1 An employee required to work on a Public Holiday will be paid the following percentage of their base pay:

	Full Time and Part Time Employees	Casual Employees*
Public Holidays	250%	275%

*inclusive of casual loading.

Weekends

29.2 An employee, other than Restaurant Employees, required to work on a Saturday or Sunday will be paid the following percentage of their base pay:

	Full Time and Part Time Employees	Casual Employees*
Saturday	200%	225%
Sunday	200%	225%

*inclusive of casual loading.

29.3 A Restaurant Employee required to work on a Saturday or Sunday will be paid the following percentage of their Base Rate of Pay:

	Full Time and Part Time Employees	Casual Employees*
Saturday	125%	150%
Sunday	150%	175%

*inclusive of casual loading.

29.4 Any work on a Public Holiday or weekend is subject to the minimum single engagement set out in clause 17.

29.5 The penalty rates in clauses 29.1, 29.2 and 29.3 are not compounding, if an employee is required to work on a Saturday or Sunday which is also a Public Holiday, the Public Holiday penalty rate will be paid.

Shift Loading

29.6 For the purposes of this clause:

- (a) Afternoon Shift means any shift which finishes after 8.00 pm and at or before 12 am (midnight) Monday to Friday; and
- (b) Night Shift means any shift which finishes after 12 am (midnight) or commences before 6.00 am Monday to Friday.

29.7 Social and Community Services Employees will be paid the following percentage of their Base Rate of Pay for the corresponding shift:

	Full Time and Part Time Employees	Casual Employees*
Afternoon Shift	112.5%	137.5%
Night Shift	115%	140%

*inclusive of casual loading.

29.8 For the avoidance of doubt:

- (a) all time between the actual commencing time and the actual ceasing time on any shift will count and will be paid for as time worked; and

- (b) employees who are not Social and Community Services Employees are not required to work Afternoon or Night Shifts.

30. Overtime

- 30.1 For the purpose of this clause 30 and clause 29 employees are not entitled to both penalty rates and overtime rates. Employees will be paid either penalty rates, or overtime rates, whichever will be more beneficial to the employee.
- 30.2 Overtime must be approved by WCS prior to the commencement of any overtime.

Entitlement to Overtime

- 30.3 An employee may refuse to work overtime where additional hours are unreasonable. Whether additional hours are unreasonable will depend on the circumstances, taking into account:
 - (a) any risk to employee health and safety from working the additional hours;
 - (b) the employee's personal circumstances, including any family responsibilities;
 - (c) the needs of the workplace;
 - (d) the amount of notice given by WCS of the request to work overtime and by the employee of their intention to refuse it;
 - (e) the usual pattern of work in the industry, or part of an industry, in which the employee works; and
 - (f) the nature of the employee's role, and the employee's level of responsibility.
- 30.4 Subject to clause 30.2, an employee, will be deemed to have worked overtime for the applicable hours where the employee is directed by WCS to work:
 - (a) For Part Time Employees and Casual Employees:
 - (i) who work more than 7.6 hours on any day, unless the employee has agreed to work up to 10 hours, in which case where the employee works more than 10 hours on any day;
 - (ii) for employees:
 - A. other than Restaurant and Canteen employees, who work outside the span of Ordinary Hours set out at clause 16.1; or
 - B. that are Restaurant or Canteen employees, who work in excess of their rostered hours; and
 - (iii) more than 76 hours in a fortnight;
 - (b) for Full Time Employees, outside the span of Ordinary Hours set out at clause 16.1.

Overtime Rates

30.5 Overtime under this clause 30 is paid at the following percentage of the Base Rate of Pay:

	Full Time and Part Time Employees	Casual Employees*
Monday to Friday – first 2 hours	150%	175%
Monday to Friday – after 2 hours	200%	225%
Saturday – first 2 hours	175%	200%
Saturday – after 2 hours	200%	225%
Sunday	200%	225%
Public Holiday	250%	275%

*inclusive of casual loading.

30.6 If an employee is required by WCS to work overtime, and finishes work at a time when their normal means of transport is not available WCS will compensate the employee, on receipt of a valid tax invoice, the cost of a taxi. Any travel time from the workplace to the employee's home will be paid as time worked.

Time off in lieu

30.7 Employees will be granted time off instead of payment for overtime, on an hour for hour basis (TOIL).

30.8 Employees should take any accrued TOIL as soon as practicable after the overtime was worked. Employees may accrue up to 20 hours of TOIL.

30.9 Where the time off has not been taken within six months of the overtime being worked, WCS may pay the employee the overtime at the overtime rate applicable at the time the overtime was worked, unless an extension is otherwise mutually agreed in writing between WCS and the employee. This clause 30.9 does not apply to overtime worked on a public holiday.

30.10 Employees can request to be paid for overtime at the rate applicable at the time the overtime was worked instead of taking TOIL.

31. Recall to Duty

31.1 An employee who is not On Call and is recalled to work after completing their Ordinary Hours will be paid at a Base Rate of Pay or applicable overtime rate for a minimum of two hours.

31.2 An employee who is recalled to work while On Call will be paid at their Base Rate of Pay or applicable overtime rate as follows:

On Call Period	Minimum recall payment - Remote Work	Minimum recall payment - Work other than Remote Work
6.00 am to 10.00 pm	15 minutes	1 hour
10.00 pm to 6.00 am	30 minutes	1 hour

- 31.3 Where an employee is recalled to duty on a day they do not ordinarily work they will be provided a substitute day off and:
- (a) A Part Time Employee will be paid at overtime rates; and
 - (b) A Full Time Employee will be paid at the Base Rate of Pay, unless they were given less than 24 hours notice in which case they will be paid at overtime rates.
- 31.4 For the avoidance of doubt, an employee is recalled to duty if they are required to return to a WCS workplace or log in to WCS's systems to perform Remote Work.
- 31.5 An On Call employee will be recalled to duty if:
- (a) they receive a phone call, email or similar from a WCS client who requires the employee's assistance;
 - (b) WCS has directed the employee to be On Call for the purpose of receiving such calls, emails or similar; and
 - (c) as a result of the call, email or similar, the employee is required to perform Remote Work or is required to return to a WCS workplace.

32. Rest Breaks

Unpaid Breaks

- 32.1 Subject to clause 32.3, employees who work in excess of five hours are entitled to an unpaid meal break of between 30 and 60 minutes, no later than five hours after commencing work.
- 32.2 Employees who are engaged for not more than six hours per day may elect to forego the unpaid meal break.
- 32.3 Where a:
- (a) Children's Services Employee is required by WCS to remain at the workplace during the unpaid break, the unpaid break will be replaced by a paid break of between 20 and 30 minutes to be counted as time worked; and
 - (b) Home Care Employee is required by WCS to have a meal with a client or clients as part of work or client program, they will be paid for the duration of the meal period and clause 32.1 does not apply.
- 32.4 Where an employee is required to work during an unpaid break provided by clause 32.1 and continuously thereafter, they will be paid overtime rates set out at clause 30.5 until the unpaid meal break is taken.

Paid Breaks

- 32.5 Employees (other than Canteen Employees who are rostered to work 9 hours or more in a single shift) are entitled to a paid break of:
- (a) 10 minutes when they are required to work at least four hours;
 - (b) a second paid break of 10 minutes where they are required to work at least seven hours, excluding unpaid breaks, in a single shift or on any day; and
 - (c) a third paid rest break of 10 minutes after 12 hours of work, excluding unpaid breaks, in a single shift or day.
- 32.6 Where a Restaurant Employee is rostered to work more than 10 hours in a single shift, excluding unpaid breaks, they will not receive the paid breaks outlined in clause 32.5 and will instead receive two 20 minute paid breaks.

Canteen Employee breaks

- 32.7 Where a Canteen Employee is rostered to work 9 hours or more in a single shift, they may elect to receive either:
- (a) one 10 minute paid break and two unpaid breaks of between 30 and 60 minutes; or
 - (b) two 10 minute paid breaks and one unpaid break of between 30 and 60 minutes.

Breaks between shifts

- 32.8 WCS will endeavour not to require an employee to commence work before at least a 10 hour break after the end of the previous shift, where reasonable.
- 32.9 Where WCS directs an employee to commence work before at least a 10 hour break after the end of the previous shift, the employee will be paid at overtime rates for all work undertaken until such time as the employee has had a 10 hour break.
- 32.10 For the avoidance of doubt, clause 32.9 will apply where a shift commences on one day and finishes on the following day and the next shift commences before a 10 hour break has been taken but does not apply to Broken Shifts.

33. Non-contact Time

- 33.1 An employee who:
- (a) has the primary responsibility for the preparation, implementation and/or evaluation of a developmental program for an individual child or group of children will be entitled to a minimum of 2 hours of non-contact time; or
 - (b) is an Educational Leader will be entitled to 2 hours per week non-contact time, or a total of 4 hours per week if the Educational Leader also meets the requirements at 33.1(a)
- during which the employee is not required to supervise children or perform other duties directed by WCS, for the purpose of planning, preparing, evaluating and programming activities.
- 33.2 Non-contact time allocated to the employee:
- (a) will be rostered in advance in blocks of not less than one hour; and

- (b) does not include time for setting up and packing up within the Centre.
- 33.3 For the avoidance of doubt, WCS may be required to vary the rostered non-contact time to ensure compliance with business requirements, including but not limited to WCS meeting the educator to child ratios required under the National Quality Framework.
- 33.4 Where non-contact time is interrupted or cancelled, it will be re-rostered as soon as operationally possible.

34. Right to Disconnect

- 34.1 This clause 34 provides for the exercise of an employee's right to disconnect set out in section 333M of the Act and applies from 26 August 2024.
- 34.2 Section 333M of the Act provides that an employee may refuse to monitor, read or respond to contact, or attempted contact, from:
 - (a) the Employer outside of the employee's span of hours as set out at clause 16.1; or
 - (b) from a third party if the contact or attempted contact relates to their work and is outside of the employee's span of hours as set out at clause 16.1,unless the refusal is unreasonable.
- 34.3 Without limiting the matters that may be taken into account in determining whether a refusal is unreasonable for the purposes of clause 34.1, the following must be taken into account:
 - (a) the reason for the contact or attempted contact;
 - (b) how the contact or attempted contact is made and the level of disruption the contact or attempted contact causes the employee;
 - (c) the extent to which the employee is compensated, including non-monetary compensation:
 - (i) to remain available to perform work during the period in which the contact or attempted contact is made, noting employees may be paid an on-call allowance under this Agreement to remain available; or
 - (ii) for working additional hours outside of the employee's Ordinary Hours, noting employees are paid overtime and payment of minimum engagement amounts to perform work outside of their Ordinary Hours;
 - (d) the nature of the employee's role and the employee's level of responsibility; and
 - (e) the employee's personal circumstances (including family or caring responsibilities).
- 34.4 For the avoidance of doubt, an employee's refusal to monitor, read or respond to contact, or attempted contact, from the Employer, or from a third party if the contact or attempted contact relates to their work, will be unreasonable if the contact or attempted contact is required under a law of the Commonwealth, a State or a Territory.
- 34.5 This clause does not prevent WCS from requiring an employee to monitor, read or respond to contact, or attempted contact, from WCS outside of the employee's working hours where:

- (a) the employee is being paid an on-call allowance under clause PART E.3737; and
 - (b) WCS's contact is to notify the employee they are required to attend or perform work, and the contact is made in accordance with the usual arrangements for the notification.
- 34.6 This clause does not prevent WCS from contacting, or attempting to contact, an employee outside of working hours to notify the employee in accordance with the usual arrangements for such notification of:
- (a) recall to duty under clause 31; or
 - (b) an emergency roster change under clause 18.2.

PART E. ALLOWANCES

35. Higher Duties

- 35.1 Where an employee is required to perform a higher-level role for three or more consecutive days, the employee will be paid:
- (a) the higher-level rate, where the employee is assessed by their manager to be performing all duties typically associated with the higher level role; or
 - (b) a percentage of the higher level rate determined by their manager, where the employee is performing only some of the duties typically associated with the higher level.
- 35.2 Notwithstanding clause 35.1, a Children's Services Employee required to perform a higher-level role for two or more consecutive hours will be paid at the higher level, subject to the employee being required to spend the majority of the employee's time undertaking the higher level duties, unless:
- (a) the employee is classified as a Level 5 Children's Services Employee and is required to undertake higher duties by way of a Level 6 Children's Services Employee's absence, in which case they will be paid at the higher level if the absence exceeds two consecutive working days; and
 - (b) the employee is classified as a Level 3 Children's Services Employee and is required to undertake duties of a Level 6 Children's Services Employee by reason of their non-attendance outside of the span of Ordinary Hours at clause 16.1, in which case that employee will not be entitled to payment under this clause.
- 35.3 WCS may approve payment of higher duties allowance for periods of less than three days.
- 35.4 To be eligible for the payment of higher duties payment, the employee must be performing all or some of the tasks at a level that would typically be associated with the higher position.

36. Meal Allowance

- 36.1 Where an employee is deemed to have worked:
- (a) more than one hour after the finishing time of their Ordinary Hours on any day, the employee will be:
 - (i) provided with a meal at no cost to the employee; or

- (ii) paid a Meal Allowance of \$16.41;
- (b) more than four hours after the finishing time of their Ordinary Hours on any day the employee will be:
 - (i) provided with a second meal at no cost to the employee; or
 - (ii) paid a second Meal Allowance of \$16.41,

unless the employee could reasonably return home for a meal within the meal break.

36.2 On request, the Meal Allowance will be paid on the same day as the additional hours are worked.

37. On-call Allowance

37.1 Subject to clause 37.2, where an employee is required to be on-call outside of their Ordinary Hours, the employee will be paid an allowance of \$24.30 per 24 hour period during, other than a Saturday, Sunday or Public Holiday, and \$48.48 per 24 hour period on a Saturday, Sunday or Public Holiday (**On-call Allowance**).

37.2 To be eligible for the payment of the On-call Allowance, the employee must:

- (a) be ready and available to return to the workplace without notice;
- (b) remain within 30 minutes travel time of the workplace; and
- (c) be contactable at all times by phone.

37.3 Where an employee is in receipt of an On-call Allowance, the employee will:

- (a) be entitled to the applicable overtime rates, if any, if they are required to attend the workplace outside of Ordinary Hours while on call; and
- (b) will only be entitled to payment for any time associated with making or receiving phone calls, emails, or similar, in accordance with clause 31.

38. Skills Allowance

38.1 The Chief Executive Officer or their delegate may, in their full discretion, determine based on skills, qualifications or experience and considering comparative market rates and other relevant matters, that an employee will be paid an additional amount as a Skills Allowance. For example, an additional amount paid for each hour worked in addition to the Base Rate of Pay or a one-off payment.

38.2 The employee will be advised of any Skills Allowance in writing.

38.3 The Chief Executive Officer or their delegate may, by providing the employee 14 days written notice, determine that the employee will no longer receive a Skills Allowance.

39. Qualifications Allowance

39.1 A Children's Services Director or Assistant Director (note: not a WCS Executive as defined in clause 3.1 of this Agreement) position who holds a Graduate Certificate in Childcare Management or equivalent, will be paid an all-purpose allowance at the rate of \$1.73 per hour.

40. Excess Fares Allowance

40.1 If WCS directs an employee to work away from their normal place of work on any day the employee will be paid an allowance of \$16.86 per day 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.

41. Broken Shift Allowance

41.1 Employees who are directed by WCS to work a Broken Shift will be paid a Broken Shift Allowance of:

- (a) \$20.12 where there is one unpaid break longer than 60 minutes between shifts; and
- (b) \$26.63 where there are two unpaid breaks longer than 60 minutes between shifts.

42. Motor Vehicle Allowance

42.1 A Motor Vehicle Allowance is payable where an employee agrees to a WCS request to use their private vehicle for work related purposes, subject to this being agreed in writing by their manager in advance.

42.2 The rate of Motor Vehicle Allowance is 99 cents per kilometre.

42.3 The private vehicle for work purposes must be:

- (a) operated by an appropriately licenced driver at all times that it is being used for work related purposes;
- (b) registered at all times;
- (c) road worthy and safe to perform the agreed work purpose; and
- (d) comprehensively insured to the satisfaction of WCS.

42.4 WCS may require the employee to provide evidence of the matters in clause 42.3, prior to the agreement in clause 42.1, or at any other time it deems necessary.

42.5 An employee required to drive a motor vehicle owned by WCS will not receive the Motor Vehicle Allowance under clause 42.2 and the employee must:

- (a) hold a current and appropriate driver's licence, noting this requirement may be an inherent requirement of the employee's position;
- (b) provide evidence of a current driver's licence to WCS upon commencement of employment or at WCS's request; and
- (c) notify WCS immediately if they lose their driver's licence for any reason.

43. First Aid Allowance

43.1 A First Aid Allowance of:

- (a) 52 cents per hour up to a total of \$19.76 per week, will be paid to Social and Community Services employees who:
 - (i) hold a current first aid qualification issued by an authorised training provider; and

- (ii) are appointed by WCS in writing to administer first aid in the workplace; and
 - (b) \$1.55 per hour, up to a total of \$11.66 per day, will be paid to Children's Services Employees classified below Level 3 who are authorised by WCS in writing to administer first aid to children in the employees' care.
- 43.2 If a Part Time or Casual Employee is entitled to the First Aid Allowance under clause 43.1, they will receive the First Aid Allowance on a pro rata basis at the hourly rate.
- 43.3 A first aid officer will not be appointed where a qualified nurse is always on premises.
- 43.4 Where a Full Time Employee or Part Time or Casual Employee is required by WCS to hold a first aid or similar qualification and they do not have current qualifications, WCS will either pay or reimburse the fees for the relevant training and qualification.

44. Workplace Responsibility Allowance

- 44.1 Employees will be paid a Workplace Responsibility Allowance of \$20.00 per fortnight if they are appointed by WCS, or elected by eligible peers with the approval of WCS, to one of the following positions:
- (a) Workplace Health and Safety Officer; and
 - (b) Emergency Warden or Fire Warden;
- 44.2 An employee who occupies more than one eligible position will only be paid one Workplace Responsibility Allowance, unless otherwise approved by WCS due to operational requirements.

45. Travel Allowance

- 45.1 Where an employee is required to travel for work purposes and is away from home overnight, WCS will:
- (a) pay for reasonable accommodation for the employee; and
 - (b) reimburse the employee for meals and incidentals costs, on provision of receipts, up to the amounts set by the Australian Taxation Office as reasonable amounts for meals and incidentals.

46. Educational Leadership Allowance

- 46.1 Employees who are required to discharge the responsibilities of the educational leader under Regulation 118 of the Education and Care Services National Regulations 2011 will be paid an Educational Leader Allowance of \$4,412.84 per annum pro rata for Part Time Employees (**Educational Leadership Allowance**).
- 46.2 If an employee is required to act as educational leader for less than 5 days per week, they will receive the Educational Leadership Allowance on a pro rata basis calculated by reference to the number of days per week the employee is required to act as educational leader.

47. Sleepovers

- 47.1 A sleepover occurs when WCS requires an employee to sleep overnight at a premises where a client the employee is responsible for is located but does not include excursions under clause 48.
- 47.2 Employees will be provided with a separate room with a bed, and with free board and lodging for each night the employee sleeps over.
- 47.3 The employee will be entitled to a Sleepover Allowance of \$58.89 for each night they sleep over.
- 47.4 The sleepover period will be eight hours (**Sleepover Period**). If the employee is required to perform work during the Sleepover Period, the employee will be paid for the time worked at the prescribed overtime rate with a minimum payment of one hour worked.
- 47.5 WCS may roster an employee to perform work immediately before and immediately after the Sleepover Period. If the employee is rostered for work, WCS must roster the employee or pay the employee for at least four hours' work for at least one of the periods of work.

48. Excursions

- 48.1 Where an employee agrees to supervise clients in excursion activities involving overnight stays away from home, employees will:
 - (a) be paid at their Base Rate of Pay, or for weekend excursions, the applicable penalty rate, for any time worked between 8.00 am and 8.00 pm, up to a maximum of 10 hours per day;
 - (b) accrue time off in lieu, to be taken in accordance with clause 30.7 for any other time worked; and
 - (c) receive the Sleepover Allowance for each night.
- 48.2 Where an employee attends an overnight excursion on Saturday or Sunday, the days worked by that employee over a two-week cycle including the weekend they are required to work must not exceed 10 days.

PART F. LEAVE

49. General Provisions

- 49.1 Employees will retain all accrued leave entitlements that were held before the Commencement Date of this Agreement.
- 49.2 All deductions of leave will be based on the number of expected hours the employee is absent from work.
- 49.3 Where an employee takes leave of any kind:
 - (a) for which they are entitled to be paid, the employee will be paid their Base Rate of Pay during the period of leave; and
 - (b) for which they are not entitled to be paid, the employee will not be paid during the period of leave.

- 49.4 For the avoidance of doubt, employees are paid a higher base rate of pay which includes an amount of annual leave loading, and consequently employees are not paid annual leave loading while on annual leave.
- 49.5 Where an employee is absent and fails to comply with their obligations in this PART F, other than because of circumstances beyond the employee's control, the absence may:
- (a) be treated as unauthorised;
 - (b) result in the employee not being paid; and
 - (c) not count towards the employee's service.

50. Annual Leave

- 50.1 Full Time Employees and Part Time Employees, including Fixed and Maximum Term Employees, accrue annual leave:
- (a) at the rate of four weeks for each 12 months of work for Full Time Employees and at a pro rata rate for Part Time Employees; and
 - (b) progressively during the 12-month period and credited to employees each fortnight.
- 50.2 Employees are able to take annual leave, subject to the availability of accrued leave and approval by WCS. WCS must not unreasonably refuse to agree to a request by the employee to take paid annual leave.
- 50.3 Employees will not accrue any annual leave during:
- (a) any unauthorised absences;
 - (b) unpaid leave; or
 - (c) any period which does not count as service.
- 50.4 If the period during which an employee takes paid annual leave includes a period of any other leave (other than unpaid parental leave or community service leave under clause 59), the employee is taken not to be on paid annual leave for the period of that other leave or absence.

Requirements to take Annual Leave

- 50.5 Subject to clause 50.6, unused annual leave will accumulate from year to year without limit.
- 50.6 Where an employee has an annual leave balance in excess of 8 weeks for Full Time Employees or pro rata for Part Time Employees, WCS may require the employee to take a period of annual leave:
- (a) sufficient to reduce the Full Time Employee's annual leave balance to 6 weeks or an equivalent pro rata amount for Part Time Employees; and
 - (b) at a time mutually agreed where possible, but at WCS's final determination as long as the employee is given at least eight weeks' notice.
- 50.7 Where a WCS workplace, or part of a workplace, shuts down for a period of time, employees working in that workplace or part of that workplace may be required to take annual leave, or, if these entitlements have been exhausted, unpaid leave for the duration

of the shutdown, noting employees are entitled to additional End of Year Shutdown leave under clause 66.

Payment for Annual Leave on Termination of Employment

50.8 Employees will be paid for any unused annual leave entitlement on resignation or termination of employment.

Cashing out Annual Leave

50.9 Full Time and Part Time Employees, including Fixed and Maximum Term Employees may cash out up to two weeks' annual leave in any calendar year, by agreement in writing with WCS, provided the employee has at least four weeks' annual leave remaining after the annual leave is cashed out.

50.10 Any period of cashed out annual leave will be paid to the employee at their Base Rate of Pay.

51. Purchased Leave

51.1 Full Time Employees and Part Time Employees, including Fixed and Maximum Term Employees, may, with the approval of the Chief Executive Officer, purchase up to two weeks additional leave per year. Salary payments will be averaged over the whole year to ensure that a standard rate is received each fortnight. Purchased leave will count as service for all purposes.

51.2 When an employee ceases employment with WCS, the purchased leave credits and payment will be reconciled, and payments recovered or refunded as appropriate.

52. Personal/Carer's Leave

52.1 Full Time Employees and Part Time Employees, including Fixed and Maximum Term Employees, accrue personal/carers' leave:

- (a) at the rate of 15 days for each 12 months of work for Full Time Employees and at a pro rata rate for Part Time Employees; and
- (b) progressively during the 12-month period and credited to employees each fortnight.

52.2 Unused personal/carers' leave will accumulate from year to year without limit.

52.3 Employees will not:

- (a) accrue any personal/carers' leave during any unauthorised absences or unpaid leave or any period which does not count as service; or
- (b) be paid for any unused personal/carers' leave entitlement on resignation or termination of employment.

Approval of Personal/Carer's Leave

52.4 WCS will, subject to the availability of accrued personal/carers' leave, approve paid personal/carers' leave for an employee for the following purposes:

- (a) where the employee is ill or injured and as a result is unable to work; or

- (b) to provide care or support for an Immediate Family or Household member who requires care or support because of:
 - (i) an illness or injury of an Immediate Family or Household member; or
 - (ii) an unexpected emergency affecting an Immediate Family or Household member.

52.5 For the avoidance of doubt, employees may take personal/carer's leave in relation to affected members of the employee's Household, in accordance with the Fair Work Act.

52.6 For the avoidance of doubt, personal/carers leave will be paid to employees:

- (a) only for days they would ordinarily work; and
- (b) at the employee's Base Rate of Pay for their Ordinary Hours for that day.

Evidence requirements

52.7 WCS may require reasonable evidence, such as a medical certificate or statutory declaration, for an employee absence where an employee is absent due to personal injury or illness:

- (a) for more than three consecutive days; or
- (b) for more than five days within each calendar year; or
- (c) for a single day before or after a public holiday; or
- (d) where it considers this is necessary to verify the reasons for the employee's absence and subject to the requirement being made known in sufficient time to allow the employee to obtain a medical certificate.

Notification requirements

52.8 An employee must notify their supervisor of their absence and intention to apply for personal/carer's leave as soon as practicable and before the employee's scheduled commencement time, where this is practicable.

Substitution of Personal/Carer's Leave

52.9 An employee may not take personal/carer's leave while on any form of parental leave.

52.10 Employees on another form of paid leave, other than parental leave, may apply to substitute personal/carer's leave, subject to:

- (a) approval by WCS in accordance with clause 52.4, and
- (b) the employee providing a medical certificate from a registered health practitioner as verification of the illness or injury.

52.11 For the avoidance of doubt, a medical certificate from a registered health practitioner is the only evidence that will be accepted when applying to substitute personal/carer's leave for another form of paid leave.

Unpaid Personal/Carer's Leave

52.12 A Casual Employee, and a Full Time Employee or Part Time Employee, including a Fixed and Maximum Term Employees that does not have any accrued personal/carer's leave available, is entitled to a maximum of two days unpaid personal/carer's leave per occasion,

to provide care or support for a member of their Immediate Family or Household who requires care or support because of:

- (a) an illness or injury of an Immediate Family or Household member, or
- (b) an unexpected emergency affecting an Immediate Family or Household member.

52.13 The employee is required to provide WCS with notice of the requirement to take unpaid personal/carer's leave in accordance with clause 52.12 as soon as practicable.

52.14 WCS may require verification of the reason for taking unpaid personal/carer's leave in accordance with clause 52.7.

Fitness for Duty Assessment

52.15 If WCS has a reasonable concern that an employee may not be fit to perform the requirements of their position, WCS may direct an employee to undertake a fitness for duty assessment with an appropriate medical examiner or other health assessor, as WCS considers necessary, to ensure the employee is fit to perform the requirements of their position.

52.16 WCS may stand the employee down from employment until an employee provides evidence, to WCS's satisfaction, from a medical examiner or other health assessor that they are fit to perform the requirements of their position.

53. Infectious Disease Leave

53.1 Full Time Employees and Part Time Employees, including Fixed and Maximum Term Employees, will be entitled to a period of paid infectious disease leave as determined by WCS from time to time, where the employee:

- (a) contracts an infectious disease specified in the *Public Health (Reporting of Notifiable Conditions) Code of Practice 2022 (No 2) (ACT)*, as amended from time to time;
- (b) the employee was exposed to that disease while at work; and
- (c) the employee is not entitled to worker's compensation in relation to the exposure and subsequent infection.

53.2 WCS may, at its sole discretion, grant paid infectious disease leave, on any conditions it sees fit, where the disease:

- (a) is not specified in the *Public Health (Reporting of Notifiable Conditions) Code of Practice 2022 (No 2) (ACT)*, as amended from time to time; and
- (b) was contracted by an employee through exposure to the disease at work.

53.3 To be eligible for paid infectious disease leave, the employee must provide:

- (a) a medical certificate stating the disease and the dates for which the employee will be unfit for work or excluded from the workplace; and
- (b) evidence to WCS's reasonable satisfaction that the employee contracted the disease through exposure to the disease while at work.

53.4 For the avoidance of doubt, employees may not take infectious disease leave for Immediate Family or members of the employee's Household.

54. Compassionate Leave

- 54.1 Full Time Employees and Part Time Employees, including Fixed and Maximum Term Employees, are entitled to paid compassionate leave of up to three days for each occasion when an employee's:
- (a) Immediate Family or Household member:
 - (i) is suffering from a life-threatening illness or injury; or
 - (ii) dies; or
 - (b) a child is stillborn (as defined in the Fair Work Act), where the child would have been a member of the employee's Immediate Family, or a member of the employee's household, if the child had been born alive; or
 - (c) the employee, or the employee's partner has a miscarriage.
- 54.2 To be eligible for compassionate leave, the employee may be required to provide:
- (a) verification of the illness, injury and certification from a medical practitioner that the illness or injury poses a serious threat to the person's life; or
 - (b) verification of the death.
- 54.3 Casual Employees are entitled to three days of unpaid Compassionate Leave in the circumstances set out at clause 54.1 and 54.2.
- 54.4 For the avoidance of doubt, employees may take compassionate leave in relation to affected Household members in accordance with the Fair Work Act.

55. Parental Leave

General

- 55.1 For the purpose of this clause 55:
- (a) the term "**Child**" includes the natural child, adopted child, stepchild or grandchild where the employee has or will have primary caring responsibilities;
 - (b) "**Primary Carer**" means the person who has the principal role of providing care and attention to the child during normal business hours;
 - (c) "**Non-Primary Carer**" means the person who does not have the principal role of providing care and attention to the child during normal business hours; and
 - (d) a "**stillborn**" has the meaning given by the Fair Work Act.
- 55.2 The provisions of this clause 55 relating to adoption of a Child only apply where the Child:
- (a) is, or will be, under 6 as at the day of placement, or expected day of placement of the Child;
 - (b) has not, or will not have, lived continuously with the employee for a period of 6 months or more as at the day of placement, or the expected day of placement of the Child; and
 - (c) is not (otherwise than because of the adoption) a Child of the employee or the employee's Partner.

- 55.3 All employees will be entitled to take unpaid parental leave in accordance with the National Employment Standards and paid parental leave in accordance with the *Paid Parental Leave Act 2010* (Cth).
- 55.4 Where the provisions of this clause 55 are inconsistent with and less beneficial than the National Employment Standards or the *Paid Parental Leave Act 2010* (Cth), the National Employment Standards or *Paid Parental Leave Act 2010* (Cth) as applicable will prevail.
- 55.5 Except where stated in this Agreement parental leave must be taken in a single unbroken period.
- 55.6 WCS may require an employee who will be giving birth to provide medical evidence stating that the employee is fit to continue working within six weeks of the expected date of birth of the Child, otherwise WCS may require the employee to commence parental leave.
- 55.7 Any paid parental leave under clauses 55.10 to 54.14 counts towards but does not extend the total period of unpaid parental leave an employee can take under the National Employment Standards.
- 55.8 Any leave under this clause 55 is inclusive of public holidays and will not be extended because a public holiday falls during the period of leave.

Additional Paid Primary Carer Parental Leave

- 55.9 Additional Paid Primary Carer parental leave is available to Full Time and Part Time Employees who:
- (a) are the Primary Carer of a Child;
 - (b) have completed at least twelve months continuous service; and
 - (c) in the case of adoption, the Child is under the age of six.
- 55.10 Subject to clause 55.12, where a Full Time or Part Time Employee is the Primary Carer of a child from the date of birth or placement of the child and is entitled to and takes unpaid parental leave under the National Employment Standards, the employee will be entitled to 12 weeks of the unpaid parental leave being paid leave at the employee's Base Rate of Pay at the time the employee commences their leave.
- 55.11 Employees may elect to have any paid parental leave under this clause at full or half pay. If taken at half pay only the first half of the leave will count as service, but the employee's continuous service will not be interrupted.
- 55.12 Full Time and Part Time Employees who have previously received payment for Additional Paid Primary Carer Parental Leave from WCS and have less than 12 months' continuous service as a Full Time or Part Time Employee since their last return to work from parental leave are entitled to paid Additional Primary Carer Parental Leave in accordance with clause 55.10 on a pro rata basis, calculated on the number of complete months' continuous service the employee has since their return to work
- 55.13 For the avoidance of doubt, Additional Paid Primary Carer Parental Leave must be taken within 12 months of the Child's birth or adoption.

Non-Primary Carer Parental Leave

- 55.14 In addition to any entitlement under the *Paid Parental Leave Act 2010* (Cth), where a Full Time or Part Time Employee is the Non-Primary Carer of a child they or their partner has given birth to, and is entitled to and takes unpaid parental leave under the National Employment Standards, the employee may choose to take 2 weeks of the unpaid parental leave as paid leave.
- 55.15 Employees may elect to have any paid parental leave under this clause at full or half pay. If taken at half pay only the first half of the leave will count as service, but the employee's continuous service will not be interrupted.

Bonding Leave

- 55.16 Additional Paid Bonding Leave is available to Full Time and Part Time Employees where:
- (a) they adopt a Child;
 - (b) are the Primary Carer of a Child;
 - (c) have completed at least 12 months' continuous service; and
 - (d) the Child is over the age of six years old.
- 55.17 Eligible employees will receive five days of Additional Paid Bonding Leave at the time of adoption of the Child.
- 55.18 For the avoidance of doubt, employees are only entitled to Bonding Leave if they do not take Additional Primary Carer's Leave under clause 55.10 or Non-Primary Carer Parental Leave under clause 55.14.

Superannuation during parental leave

- 55.19 WCS will contribute superannuation in the amount of the minimum superannuation guarantee rate provided under the *Superannuation Guarantee (Administration) Act 1992* (Cth):
- (a) for any period of parental leave paid by WCS, applied to the amount of paid parental leave received; and
 - (b) for any period of unpaid parental leave, applied to the Federal Government's parental leave rate for a maximum of 18 weeks,
- less any amount contributed by the Australian Government, if any, to the employee's superannuation fund, and provided that the employee provides the Employer with information about the amount of any Australian Government contributions upon the Employer's request.

Special Maternity Leave

- 55.20 An employee is entitled to additional periods of unpaid leave in the event that the employee is affected by a pregnancy related illness and is not fit to work, or:
- (a) if the employee has been pregnant;
 - (b) the pregnancy ends after a period of gestation of at least 12 weeks other than by the birth of a living child; and
 - (c) that child is not stillborn.

55.21 Where the employee makes a request for additional unpaid leave under clause 55.20 the employee:

- (a) must provide notice to WCS as soon as is practicable before or after the leave has commenced;
- (b) must advise WCS of the expected period of the leave; and
- (c) on the request of WCS, must provide evidence to WCS's reasonable satisfaction to support such an absence, as soon as is practicable before or after the leave has commenced.

55.22 If a child is stillborn and an employee would have been entitled to unpaid parental leave if the child had been born alive, then the employee is taken to be entitled to the unpaid parental leave.

56. Return to Work Guarantee following Parental Leave

56.1 On completion of a period of parental leave, an employee will be entitled to return to the employee's pre-parental leave position or, if that position no longer exists, an available position for which the employee is qualified and suited nearest in status and pay to the pre-parental leave position.

57. Foster Care and Short-Term Care Leave

57.1 Full Time and Part Time Employees (including Fixed and Maximum Term Employees) may be entitled to Foster Care and Short-Term Care Leave to be absent from duty to:

- (a) 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
- (b) support the protection of the family and children under the *Human Rights Act 2004* and the *Children and Young People Act 2008*.

57.2 A Full Time and Part Time Employee (including Fixed and Maximum Term Employees) are eligible for Foster Care and Short-Term Care Leave if:

- (a) they are the Primary Carer (as defined in clause 55.1) of a child in an emergency or other out of home care placement that has not been determined as permanent; and
- (b) have completed at least 12 months continuous service, including recognised prior service.

57.3 An eligible employee will be entitled to a period of paid leave proportionate to the duration of the caring arrangement per application, as determined by WCS in its discretion, up to a maximum of 10 working days per calendar year.

58. Long Service Leave

58.1 Subject to clause 58.2, employees are entitled to long service leave in accordance with the long service leave provisions included in the applicable State or Territory legislation.

58.2 The minimum period of long service leave that may be taken is 14 calendar days.

59. Community Service Leave

- 59.1 Employees are entitled to community service leave in the following circumstances:
- (a) during any period of jury service;
 - (b) where an employee engages in voluntary emergency management activity; or
 - (c) for any other activity prescribed in the Fair Work Regulations as being applicable to community service leave.
- 59.2 Where Full Time Employees or Part Time Employees, including Fixed and Maximum Term Employees, are on community service leave while on jury service, WCS will pay the employee the difference between payments received for the jury service and the employee's Base Rate of Pay for the shorter of:
- (a) the duration of the jury service; or
 - (b) 10 days.
- 59.3 Where Full Time Employees or Part Time Employees, including Fixed and Maximum Term Employees, are engaged in voluntary emergency management activities as defined in clause 59.5 or attend Defence Forces Reserve Training, WCS will provide the employee with unpaid community services leave in accordance with the Fair Work Act.
- 59.4 All community service leave is unpaid except for the payment for jury service in clause 59.2.
- 59.5 For the purposes of this clause 59, voluntary emergency management activity has the same meaning given to the term in the Fair Work Act.
- 59.6 To be eligible for community service leave, the employee must give WCS notice of the absence:
- (a) as soon as possible, which may be after the community service leave starts, if it is not practicable to provide prior notice; and
 - (b) which includes the period or expected period of absence.
- 59.7 WCS may request that an employee who has given notice under clause 59.6, provides evidence that they are entitled to community service leave.

60. Family and Domestic Violence Leave

- 60.1 For the purpose of this clause 60, family and domestic violence has the meaning as defined in the section 106B of the Fair Work Act, or any applicable State or Territory legislation as appropriate.
- 60.2 Where any employee (including Casual Employees) has been experiencing family or domestic violence, the employee is entitled to up to 10 days of paid family or domestic violence leave in a calendar year in accordance with the NES.
- 60.3 For the avoidance of doubt, an employee is not entitled to family and domestic violence leave if the employee is the perpetrator of family and domestic violence.

61. Study Leave

- 61.1 To encourage employees to develop their skills, WCS may provide support to Full Time and Part Time Employees (including Fixed and Maximum Term Employees) who undertake

relevant external studies at recognised and accredited institutions, which WCS may approve depending on business requirements.

- 61.2 A Full Time or Part Time Employee who has successfully completed their Probationary Period, or a Fixed or Maximum Term Employee who has been employed by WCS for a minimum of 6 months, may apply for up to a maximum of 8 days paid study leave per calendar year, pro rata for Part Time Employees, by submitting a request to their supervisor.
- 61.3 Unused study leave, or study leave not applied for, may not be carried over to subsequent calendar years.
- 61.4 Leave approved under clause 61.2 will count as service for all purposes and will not be deemed to break the continuity of the employee's service.
- 61.5 Study leave will be paid at the employee's Base Rate of Pay for their Ordinary Hours for the day study leave is taken.
- 61.6 Study leave cannot be taken if the employee has been given notice of termination by WCS under clause 77.2.

62. Ceremonial Leave

- 62.1 If an employee is legitimately required to be absent from work for Aboriginal or Torres Strait Islander ceremonial purposes, they may apply for up to 10 days of unpaid Ceremonial Leave in each calendar year, which WCS may approve in its discretion depending on business requirements.
- 62.2 WCS may request reasonable evidence of the legitimate need for an employee to take time off before approving any request for leave.
- 62.3 Ceremonial Leave may be taken as a whole or part day off.
- 62.4 Ceremonial Leave does not accrue from year to year.
- 62.5 Leave approved under this clause 62 will count as service for all purposes and will not be deemed to break the continuity of the employee's service.

63. Cultural Leave

- 63.1 Employees, other than Casual Employees may apply for up to one day of paid leave and two days of unpaid leave per calendar year, pro rata for Part Time Employees, for the purpose of participating in cultural or religious activities or ceremonies that their cultural heritage requires them to participate in, which WCS may approve in its discretion depending on business requirements.
- 63.2 WCS may require an employee to provide reasonable evidence of the legitimate need to take time off before approving any request for leave
- 63.3 Cultural Leave does not accrue from year to year.
- 63.4 Leave approved under this clause 63 will count as service for all purposes and will not be deemed to break the continuity of the employee's service.

64. Wellbeing Leave

- 64.1 Employees, other than Casual Employees, are entitled to one day of wellbeing leave each calendar year, pro rata for Part Time Employees, to be used by employees to focus on their own mental and physical wellbeing.
- 64.2 Employees will be paid at their Base Rate of Pay for their Ordinary Hours for the day wellbeing leave is taken.
- 64.3 Wellbeing leave cannot be taken in the first six months of employment and employees must apply for wellbeing leave at least seven days in advance, which is subject to WCS's approval.
- 64.4 Wellbeing leave must be taken as a single continuous day (for example not as two half days over two weeks).
- 64.5 Wellbeing leave does not accrue from year to year.
- 64.6 Wellbeing leave cannot be taken if the employee has been given notice of termination by WCS under clause 77.2.

65. Attendance at Court leave

- 65.1 For the avoidance of doubt, where it is necessary for an employee to attend court on WCS's or a client of WCS's behalf in relation to any matter arising out of, or in connection with, their employment, the time taken will count as time worked.

66. End of Year Shutdown

- 66.1 Full Time and Part Time Employees will receive additional paid leave for days falling between Christmas and New Years Day (25 December and 1 January), that the employee would otherwise have normally worked.
- 66.2 This additional paid leave will not accrue from year to year and is paid at the rate the employee would have ordinarily been paid for that day/shift.
- 66.3 For the avoidance of doubt, employees who are on unpaid leave immediately before 25 December or immediately after 1 January will not be entitled to additional paid leave under clause 66.1. Employees who are on a period of paid leave during this period will be entitled to the additional paid leave under clause 66.1.
- 66.4 If an employee is rostered to work on a day falling between the day after Boxing Day and New Year's Day, they may substitute that day for another day of paid leave within three months with the approval of WCS.

67. Discretionary Leave

- 67.1 WCS, at its sole discretion, may approve paid or unpaid other leave for any reason considered by WCS to be appropriate and subject to any conditions which may be set by WCS from time to time.
- 67.2 Unpaid other leave may or may not count as service as determined by WCS at its sole discretion.

68. Workplace Delegates

- 68.1 For the purpose of this clause “**Workplace Delegate**” is a person appointed or elected, in accordance with the rules of an employee organisation (**Organisation**), to be a delegate or representative (however described) for members of the Organisation who work for the Employer.
- 68.2 The Workplace Delegate is entitled to:
- (a) represent the industrial interests of the Organisation’s members and any other persons eligible to be members (**Eligible Employees**), including but not limited to:
 - (i) consultation about major workplace change;
 - (ii) consultation about changes to rosters or hours of work;
 - (iii) resolution of disputes;
 - (iv) disciplinary processes;
 - (v) enterprise bargaining where the Workplace Delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the Organisation with enterprise bargaining; and
 - (vi) any process or procedure within an enterprise agreement or policy of the Employer under which Eligible Employees are entitled to be represented and which concerns their industrial interests;
 - (b) reasonable communication with Eligible Employees, in relation to their industrial interests outlined at clause 68.2(a), including:
 - (i) one paid hour per calendar month for Workplace Delegates to communicate with other elected union delegates (**Union Delegate Leave**) but such leave does not accrue from month to month;
 - (ii) discussing membership of the Organisation and the Workplace Delegates representation with the Eligible Employees;
 - (iii) communicating with Eligible Employees during working hours or work breaks, or before or after work; and
 - (c) for the purpose of representing those interests, the use of the following workplace facilities of the Employer:
 - (i) a room or area to hold discussions which is fit for purpose, private and accessible by the Workplace Delegate and Eligible Employees;
 - (ii) a physical or electronic noticeboard;
 - (iii) electronic means of communication that are ordinarily used by the employer to communicate with Eligible Employees and by Eligible Employees to communicate with each other, including access to Wi-Fi;
 - (iv) a lockable filing cabinet or other secure document storage area; and
 - (v) office facilities and equipment including printers, scanners and photocopiers,

however, the Employer is not required to provide access to workplace facilities under this subclause (c) if:

- (vi) the workplace does not have the facility;
 - (vii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
 - (viii) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps;
- (d) up to 5 days of paid time during normal working hours for initial training and 1 day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:
- (i) in each year commencing 1 July, the Employer is not required to provide access to paid training to more than one Workplace Delegate per 50 Eligible Employees;
 - (ii) the number of eligible employees will be determined on the day a Workplace Delegate requests paid time to attend training, as the number of Eligible Employees who are:
 - (A) full time or part time employees; or
 - (B) regular casual employees;
 - (iii) a day of paid time during normal working hours is the number of hours the Workplace Delegate would normally be rostered or required to work on the day on which the Workplace Delegate is absent from work to attend the training;
 - (iv) the Workplace Delegate must give the Employer as much notice as is practicable, and not less than 5 weeks' notice (unless the Employer and the Workplace Delegate agree to a shorter period of notice), of the dates, subject matter and the daily start and finish times of the training, and the name of the training provider;
 - (v) the Workplace Delegate must, on request, provide the Employer with an outline of the training content;
 - (vi) the Employer must advise the Workplace Delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the Workplace Delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld; and
 - (vii) the Workplace Delegate must provide the Employer with evidence that would satisfy a reasonable person of attendance at the training, within 7 days after the day on which the training ends.

68.3 A Workplace Delegate's entitlements under clause 68.2 are subject to the conditions that the Workplace Delegate must:

- (a) give the Employer written notice of their appointment or election as a Workplace Delegate, and if requested, provide evidence that would satisfy a reasonable person of their appointment or election;
 - (b) comply with their duties and obligations as an employee;
 - (c) comply with the reasonable policies and procedures of the Employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - (d) not hinder, obstruct or prevent the normal performance of work; and
 - (e) not hinder, obstruct or prevent employees exercising their rights to freedom of association.
- 68.4 Clause 68.2 does not require the employer to provide a Workplace Delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- 68.5 Clause 68.2 does not require an Eligible Employee to be represented by a Workplace Delegate without the employee's agreement.
- 68.6 There is no obligation for any employee to become a member of an Organisation.
- 68.7 WCS will treat Workplace Delegates fairly and allow them to perform their role as a Union delegate without any discrimination in their employment.

69. Unauthorised Absences

- 69.1 Where an employee is absent from duty without approval and without reasonable cause (for example, due to unforeseeable, exceptional or emergency circumstances of the employee):
- (a) the absence will be without pay and will not count as service for any purpose; and
 - (b) all other benefits provided under this Agreement will cease to be available to the employee until the employee resumes duty or is granted leave.

70. Public Holidays

- 70.1 The following days will be treated as public holidays under this Agreement:
- (a) New Year's Day – 1 January;
 - (b) Australia Day – 26 January;
 - (c) Anzac Day – 25 April;
 - (d) Good Friday;
 - (e) Easter Monday;
 - (f) the King's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
 - (g) Christmas Day – 25 December;
 - (h) Boxing Day – 26 December; and

- (i) any other day, or part day, declared to be a public holiday, including a substitute public holiday, by or under the law of the State or Territory where the employee is usually scheduled to work.
- 70.2 The provisions for long service leave in relation to public holidays are as specified in the relevant State or Territory long service leave legislation.
- 70.3 Where a substitute public holiday is declared by or under a law of the State or Territory where the employee is usually scheduled to work, that day will replace the public holiday that would otherwise apply.
- 70.4 For the avoidance of doubt, for the purpose of this clause 70, an employee is entitled to a public holiday if they are ordinarily scheduled to work on a day where the public holiday falls in the relevant State or Territory.
- 70.5 WCS may, at its sole discretion, agree:
- (a) to an employee's request to arrange a public holiday swap, subject to any shut down period of WCS, to enable the employee to have paid time off on a day of cultural or religious importance to the employee; and
 - (b) the employee will work on an agreed nominated public holiday, subject to any shut down period of WCS, and be paid as though that day is not a public holiday and will have another working day off with full pay.
- 70.6 An employee who would normally have been required to work on the day on which a public holiday falls and who is not required to work, will be paid the same as if the employee had worked on that day.
- 70.7 Employees requested to work on a public holiday may refuse to work on the public holiday if the employee has reasonable grounds for refusing to work. WCS will determine in its sole discretion whether the refusal to work is reasonable by considering the following factors:
- (a) the nature of the work performed;
 - (b) whether employment is full time, part time, casual or shift work;
 - (c) the nature of the workplace, including its operational requirements;
 - (d) the employee's reasons for refusing the request to work;
 - (e) personal circumstances, including family responsibilities;
 - (f) whether usual employment conditions and agreed hours of work contemplates that WCS as the employer, might require the employee work on public holidays;
 - (g) whether the employee has acknowledged or could reasonably expect that WCS may require the employee to work on public holidays;
 - (h) the amount of notice given to the employee when requested to work on a public holiday;
 - (i) the amount of notice provided by the employee when refusing a request to work on a public holiday;
 - (j) whether an emergency or unforeseen circumstances are involved; and
 - (k) any other relevant factors.

- 70.8 If WCS determines the refusal to work is reasonable, the employee will not work but will be paid the same as if the employee had worked on that day.

PART G. REDUNDANCY

71. General

- 71.1 This PART G only applies to Full Time Employees and Part Time Employees who have completed their Probationary Period but excludes Fixed and Maximum Term Employees and Trainees.
- 71.2 Subject to the provisions of this PART G, an employee is entitled to redundancy pay where an employee is terminated by WCS because it no longer requires the job done by the employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour.

72. Redeployment

- 72.1 WCS will make reasonable efforts to redeploy employees whose position may be made redundant.
- 72.2 WCS may redeploy an employee to a position at a lower level where this is agreed by the employee. Where this occurs, the employee will be paid at their previous Base Rate of Pay for the period that is equivalent to the number of weeks of redundancy pay that they would have been entitled to if their position is made redundant.

73. Transfer of Employment

- 73.1 Where there is a transfer of employment in relation to an employee and section 22(5) of the Fair Work Act applies to that transfer, the employee is not entitled to any redundancy pay due to the termination of their employment by WCS.
- 73.2 An employee is not entitled to redundancy pay in relation to the termination of their employment if:
- (a) the employee rejects an offer of employment by another employer (the second employer) that:
 - (i) is on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than, the employee's terms and conditions of employment with WCS immediately before the termination; and
 - (ii) recognises the employee's service with WCS; and
 - (b) had the employee accepted the offer, there would have been a transfer of employment in relation to the employee, subject to any order by the Fair Work Commission to pay the employee redundancy pay where it is satisfied that the employee was treated unfairly.

74. Redundancy Payments and Notice

- 74.1 Where an employee is not able to be redeployed and the employee is terminated on the grounds of redundancy, the employee is entitled to the following redundancy payments:

Employee's period of continuous service with the employer on termination	Redundancy pay period
Less than 1 year	Nil
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	20 weeks

- 74.2 An employee whose position is made redundant will also be provided the notice of termination of employment required by clause 77 and may be paid in lieu of all or part of that notice.
- 74.3 An employee is entitled to finish their employment with WCS during the notice period. Where this occurs, the employee will not be paid for the part of the notice period that was not worked, but their redundancy payments and other termination payments will be calculated as though the employee worked for the entire notice period.
- 74.4 For the purposes of this clause, "weeks' pay" is calculated based on the employee's Base Rate of Pay and Ordinary Hours.

PART H. TERMINATION OF EMPLOYMENT

75. Termination for Serious Misconduct

- 75.1 Nothing in this Agreement prevents WCS from terminating the employment of an employee for serious misconduct, without notice or payment in lieu, in accordance with the Fair Work Act.

76. Termination Payments

- 76.1 Within 7 days of an employee ceasing employment with WCS, the employee will receive:
- (a) payment in lieu of unused annual leave entitlements and any long service leave entitlements as specified in the applicable legislation, based on the employee's final Base Rate of Pay including any allowances that would have continued to be payable during a period of annual leave or long service leave;

- (b) accrued time off in lieu paid at the appropriate rate;
- (c) payment in lieu of notice in accordance with clause 77 if applicable; and
- (d) all other amounts that are due to the employee under the NES.

76.2 The requirement to make payments in clause 76.1 is subject to a further order of the Fair Work Commission and WCS making deductions required or permitted by law.

77. Notice of Termination

77.1 Clause 77 does not apply to Fixed or Maximum Term Employee engaged for a specified time, or to complete a specified task, when their employment ceases at the end of such specified period or specified task.

77.2 WCS will, subject to clause 75.1, provide employees (excluding Casual Employees) with the following notice of termination of employment:

Period of Continuous Service	Period of Notice
1 year or less	1 week
More than 1 year up to the completion of 3 years	2 weeks
More than 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

77.3 In addition to the notice in clause 77.2, employees over 45 years of age at the time the notice is given with at least two years of continuous service are entitled to an additional weeks' notice.

77.4 WCS may pay the employee in lieu of all or part of the notice period.

77.5 Employees (excluding Casual Employees) are required to provide the same notice of resignation as set out in clause 77.2, other than the additional week for employees who are over 45 years of age.

77.6 If an employee fails to give the required notice, WCS will have the right to withhold monies due to the employee with a maximum amount equal to the employee's Base Rate of Pay for the required period of notice.

78. Abandonment of Employment

78.1 If an employee is absent from work without notifying WCS of their absence for more than five consecutive working days, or five consecutive rostered days without reasonable cause (for example, due to unforeseeable exceptional or emergency circumstances of the employee) they will be considered to have abandoned their employment which may result in termination of employment in accordance with clause 77.

79. Job Search Entitlement

- 79.1 Where WCS provides an employee with a notice of termination, which for the avoidance of doubt excludes termination for serious misconduct but includes termination on the grounds of redundancy, the employee is entitled to up to one day paid leave for each week of the notice period in order to look for another job.
- 79.2 WCS may require the employee to provide evidence of their job search activities on any paid leave under clause 79.1 and where the employee does not provide such evidence, WCS may withhold payment for that absence.

PART I. CONSULTATION AND FLEXIBILITY TERMS

80. Consultation

80.1 This term applies if WCS:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

80.2 For a major change referred to in clause 80.1(a):

- (a) WCS must notify the Relevant Employees of the decision to introduce the major change; and
- (b) clauses 80.3 to 80.9 apply.

80.3 The Relevant Employees may appoint a representative for the purposes of the procedures in this term.

80.4 If:

- (a) a Relevant Employee appoints, or Relevant Employees appoint, a representative for the purposes of consultation; and
- (b) the Relevant Employee or Employees advise WCS of the identity of the representative,

WCS must recognise the representative.

80.5 As soon as practicable after making its decision, WCS must:

- (a) discuss with the Relevant Employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures WCS is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion—provide, in writing, to the Relevant Employees:

- (i) all relevant information about the change including the nature of the change proposed;
- (ii) information about the expected effects of the change on the employees; and
- (iii) any other matters likely to affect the employees.

80.6 However, WCS is not required to disclose confidential or commercially sensitive information to the Relevant Employees.

80.7 WCS must give prompt and genuine consideration to matters raised about the major change by the Relevant Employees.

80.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of WCS, the requirements set out in clause 80.1(a) and clause 80.3 and 80.5 are taken not to apply.

80.9 In this term, a major change is likely to have a significant effect on employees if it results in:

- (a) the termination of the employment of employees; or
- (b) major change to the composition, operation or size of WCS's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

80.10 For a change referred to in paragraph 80.1(b):

- (a) WCS must notify the Relevant Employees of the proposed change; and
- (b) Clauses 80.11 to 80.15 apply.

80.11 The Relevant Employees may appoint a representative for the purposes of the procedures in this term.

80.12 If:

- (a) a Relevant Employee appoints, or Relevant Employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise WCS of the identity of the representative, WCS must recognise the representative.

80.13 As soon as practicable after proposing to introduce the change, WCS must:

- (a) discuss with the Relevant Employees the introduction of the change; and

- (b) for the purposes of the discussion—provide to the Relevant Employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what WCS reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that WCS reasonably believes are likely to affect the employees; and
- (c) invite the Relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

80.14 However, WCS is not required to disclose confidential or commercially sensitive information to the Relevant Employees.

80.15 WCS must give prompt and genuine consideration to matters raised about the change by the Relevant Employees.

80.16 In this term “**Relevant Employees**” means the employees who may be affected by a change referred to in clause 80.1.

81. Flexibility Term

81.1 For the avoidance of doubt, individual flexibility arrangements in this clause 81, are subject to agreement by, and operational requirements of, WCS.

81.2 WCS and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:

- (a) the flexibility agreement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates; or
 - (iv) allowances.
- (b) the arrangement meets the genuine needs of WCS and the employee in relation to one or more of the matters mentioned in clause 81.2(a); and
- (c) the arrangement is genuinely agreed to by WCS and the employee.

81.3 WCS must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Fair Work Act;
- (b) are not unlawful terms under section 194 of the Fair Work Act; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

81.4 WCS must ensure that the individual flexibility arrangement:

- (a) is in writing;
- (b) includes the name of WCS and the employee;

- (c) is signed by WCS and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee;
- (d) includes details of:
 - (i) the terms of this Agreement that will be varied by the arrangement;
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

81.5 WCS must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

81.6 WCS or the employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if WCS and the employee agree in writing at any time.

82. Flexible Working Arrangements

82.1 Eligible Full Time and Part Time Employees can request flexible working arrangements after 12 months of continuous service.

PART J. DISPUTE RESOLUTION

83. Procedures for Preventing and Settling Disputes

83.1 If a dispute between WCS and an employee, or employees, relates to:

- (a) a matter arising under this Agreement; or
- (b) the National Employment Standards,

this clause 83 sets out procedures to settle the dispute.

83.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause 83.

83.3 In the first instance, the parties to the dispute (**Disputing Parties** each a **Disputing Party**) must try to resolve the dispute at the workplace level, by discussions between the employee or employees and WCS or the relevant supervisors or managers.

83.4 If discussions at the workplace level do not resolve the dispute, a Disputing Party may refer the matter to the Fair Work Commission.

83.5 The Fair Work Commission may deal with the dispute in two stages:

- (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

- (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the Disputing Parties.

Note: if the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Fair Work Act.

A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purposes of Division 3 of Part 5.1 of the Fair Work Act. Therefore, an appeal may be made against the decision.

83.6 While the Disputing Parties are trying to resolve the dispute using the procedures in this clause 83:

- (a) an employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
- (b) an employee must comply with a direction given by WCS to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe;
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed;
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

83.7 The Disputing Parties agree to be bound by a decision made by the Fair Work Commission in accordance with this clause 83.

APPENDIX 1 – PAY RATES

A. Children’s Services Employees

Pay Level	Hourly Base Rate of Pay <i>(Payable on the first full pay period commencing on or after the Commencement Date)</i>	Casual Hourly Base Rate of Pay (inclusive of casual loading) <i>(Payable on the first full pay period commencing on or after the Commencement Date)</i>	Annual Salary <i>(Payable on the first full pay period commencing on or after the Commencement Date)</i>
Support Workers			
CSSW Level 1			
CSSW Level 1.1	\$26.37	\$32.96	\$52,268.18
CSSW Level 2			
CSSW Level 2.1	\$27.32	\$34.16	\$54,165.28
CSSW Level 2.2	\$28.23	\$35.28	\$55,953.34
CSSW Level 3			
CSSW Level 3.1	\$29.89	\$37.36	\$59,246.00
Children's Services Employees			
CSE Level 1			
CSE Level 1.1	\$26.37	\$32.96	\$52,268.18
CSE Level 2			
CSE Level 2.1	\$27.32	\$34.16	\$54,165.28
CSE Level 2.2	\$28.23	\$35.28	\$55,953.34
CSE Level 3			
CSE Level 3.1	\$29.89	\$37.36	\$59,246.00
CSE Level 3.2	\$30.91	\$38.64	\$61,273.92
CSE Level 3.3	\$31.89	\$39.86	\$63,214.63
CSE Level 3.4	\$33.65	\$42.06	\$66,703.53
CSE Level 4			
CSE Level 4A.1*	\$31.89	\$39.86	\$63,214.63
CSE Level 4A.2*	\$32.33	\$40.41	\$64,086.85
CSE Level 4A.3*	\$32.77	\$40.96	\$64,959.08
CSE Level 4A.4*	\$33.23	\$41.54	\$65,874.92
CSE Level 4A.5*	\$33.67	\$42.09	\$66,747.15
CSE Level 4.1	\$35.20	\$44.00	\$69,778.13
CSE Level 4.2	\$35.74	\$44.67	\$70,846.61
CSE Level 4.3	\$36.27	\$45.33	\$71,893.28
CSE Level 5			
CSE Level 5A.1*	\$36.81	\$46.01	\$72,961.76

CSE Level 5A.2*	\$37.35	\$46.68	\$74,030.24
CSE Level 5A.3*	\$37.87	\$47.34	\$75,076.91
CSE Level 5.1	\$36.81	\$46.01	\$72,961.76
CSE Level 5.2	\$37.35	\$46.68	\$74,030.24
CSE Level 5.3	\$37.87	\$47.34	\$75,076.91
CSE Level 5.4	\$38.01	\$47.51	\$75,338.58
CSE Level 6			
CSE Level 6A.1*	\$42.45	\$53.06	\$84,148.07
CSE Level 6A.2*	\$42.98	\$53.72	\$85,194.74
CSE Level 6A.3*	\$43.51	\$54.38	\$86,241.41
CSE Level 6.1	\$42.45	\$53.06	\$84,148.07
CSE Level 6.2	\$42.98	\$53.72	\$85,194.74
CSE Level 6.3	\$43.51	\$54.38	\$86,241.41
CSE Level 6.4	\$45.12	\$56.40	\$89,446.84
CSE Level 6.5	\$45.54	\$56.93	\$90,275.46
CSE Level 6.6	\$46.08	\$57.60	\$91,343.94
CSE Level 6.7	\$46.63	\$58.29	\$92,434.22
CSE Level 6.8	\$47.17	\$58.96	\$93,502.70
CSE Level 6.9	\$47.70	\$59.62	\$94,549.37

*This is an employee who has not obtained the qualifications required for a Level 4, 5, or 6 employee but who performs the same duties as a Level 4, 5, or 6 employee.

B. Social and Community Services Employees other than Home Care Employees

Pay Level	Hourly Base Rate of Pay <i>(Payable on the first full pay period commencing on or after the Commencement Date)</i>	Casual Hourly Base Rate of Pay (inclusive of casual loading) <i>(Payable on the first full pay period commencing on or after the Commencement Date)</i>	Annual Salary <i>(Payable on the first full pay period commencing on or after the Commencement Date)</i>
SCS Level 1			
SCS Level 1 - pay point 1	\$25.92	\$32.40	\$51,378.51
SCS Level 1 - pay point 2	\$26.75	\$33.44	\$53,036.54
SCS Level 1 - pay point 3	\$27.71	\$34.64	\$54,937.20
SCS Level 2A			
SCS Level 2A – pay point 1	\$30.59	\$38.24	\$60,639.58
SCS Level 2A - pay point 2	\$31.66	\$39.58	\$62,760.67
SCS Level 2A - pay point 3	\$32.73	\$40.91	\$64,881.77

SCS Level 2			
SCS Level 2 - pay point 1	\$34.08	\$42.60	\$67,554.35
SCS Level 2 - pay point 2	\$35.15	\$43.94	\$69,677.43
SCS Level 2 - pay point 3	\$36.22	\$45.28	\$71,800.51
SCS Level 2 - pay point 4	\$37.19	\$46.49	\$73,721.39
SCS Level 3			
SCS Level 3 - pay point 1	\$38.10	\$47.62	\$75,520.95
SCS Level 3 - pay point 2	\$39.19	\$48.99	\$77,684.47
SCS Level 3 - pay point 3	\$40.02	\$50.03	\$79,342.50
SCS Level 3 - pay point 4	\$40.85	\$51.06	\$80,980.30
SCS Level 4			
SCS Level 4 - pay point 1	\$43.94	\$54.93	\$87,106.90
SCS Level 4 - pay point 2	\$45.08	\$56.36	\$89,371.52
SCS Level 4 - pay point 3	\$46.25	\$57.81	\$91,676.57
SCS Level 4 - pay point 4	\$47.28	\$59.10	\$93,718.77
SCS Level 5			
SCS Level 5 - pay point 1	\$50.27	\$62.83	\$99,643.17
SCS Level 5 - pay point 2	\$51.35	\$64.18	\$101,786.47
SCS Level 5 - pay point 3	\$52.54	\$65.68	\$104,152.19
SCS Level 6			
SCS Level 6 - pay point 1	\$54.92	\$68.65	\$108,863.40
SCS Level 6 - pay point 2	\$56.13	\$70.16	\$111,269.56
SCS Level 6 - pay point 3	\$57.34	\$71.68	\$113,675.72
SCS Level 7			
SCS Level 7 - pay point 1	\$59.39	\$74.24	\$117,739.90
SCS Level 7 - pay point 2	\$60.64	\$75.80	\$120,206.71
SCS Level 7 - pay point 3	\$61.87	\$77.34	\$122,653.31
SCS Level 8			
SCS Level 8 - pay point 1	\$64.44	\$80.55	\$127,748.70
SCS Level 8 - pay point 2	\$65.71	\$82.14	\$130,255.95
SCS Level 8 - pay point 3	\$66.98	\$83.73	\$132,783.43
SCS Level 9			
SCS Level 9 - pay point 1	\$73.09	\$91.37	\$144,895.34
SCS Level 9 - pay point 2	\$74.59	\$93.23	\$147,853.24
SCS Level 9 - pay point 3	\$76.12	\$95.15	\$150,895.06

C. Home Care Employees (Aged Care)

Pay Level	Hourly Base Rate of Pay <i>(Payable on the first full pay period commencing on or after the Commencement Date)</i>	Casual Hourly Base Rate of Pay (inclusive of casual loading) <i>(Payable on the first full pay period commencing on or after the Commencement Date)</i>	Annual Salary <i>(Payable on the first full pay period commencing on or after the Commencement Date)</i>
HCEAC Level 1 – pay point 1	\$29.52	\$36.90	\$58,516.10
HCEAC Level 2 - pay point 1	\$31.22	\$39.03	\$61,892.81
HCEAC Level 2 - pay point 2	\$31.44	\$39.30	\$62,317.42
HCEAC Level 3 - pay point 1	\$31.86	\$39.83	\$63,166.66
HCEAC Level 3 - pay point 2	\$32.84	\$41.06	\$65,107.76
HCEAC Level 4 - pay point 1	\$34.76	\$43.45	\$68,909.08
HCEAC Level 4 - pay point 2	\$35.46	\$44.32	\$70,284.02
HCEAC Level 5 – pay point 1	\$37.27	\$46.59	\$73,883.15
HCEAC Level 5 - pay point 2	\$38.74	\$48.42	\$76,794.80

D. ALIGNMENT TO APPENDIX 2 – PAY RATES LEVELS

Appendix 1 Pay Level	Appendix 2 Classification
CSSW Level 1	Children’s Services Support Worker Level 1
CSSW Level 2	Children’s Services Support Worker Level 2
CSSW Level 3	Children’s Services Support Worker Level 3
CSE Level 1	Children’s Services Employee Level 1
CSE Level 2	Children’s Services Employee Level 2
CSE Level 3	Children’s Services Employee Level 3
CSE Level 4	Children’s Services Employee Level 4
CSE Level 5	Children’s Services Employee Level 5
CSE Level 6	Children’s Services Employee Level 6
SCS Level 1	Social and Community Employee Level 1
	Restaurant Employee Level 1 / 2
	Cleaning Services Employee Level 1 / 2
	Canteen Employee Level 1 / 2
SCS Level 2A	Canteen Employee Level 3
	Cleaning Services Employee Level 3
	Restaurant Employee Level 3 / 4
SCS Level 2	Social and Community Employee Level 2
	Health Professionals Employee Level 1
	Restaurant Employee Level 5 / 6
SCS Level 3	Social and Community Employee Level 3
	Health Professionals Employee Level 2
SCS Level 4	Social and Community Employee Level 4
	Health Professionals Employee Level 2
SCS Level 5	Social and Community Employee Level 5
	Health Professionals Employee Level 3
SCS Level 6	Social and Community Employee Level 6
	Health Professionals Employee Level 4
SCS Level 7	Social and Community Employee Level 7
	Health Professionals Employee Level 4
SCS Level 8	Social and Community Employee Level 8
	Health Professionals Employee Level 4
SCS Level 9	Senior Manager

HCEAC Level 1	Home Care Employee Level 1
HCEAC Level 2	Home Care Employee Level 2
HCEAC Level 3	Home Care Employee Level 3
HCEAC Level 4	Home Care Employee Level 4
HCEAC Level 5	Home Care Employee Level 5

APPENDIX 2 – CLASSIFICATIONS

Classification - Level A

An employee at this level will:

- Be responsible for the quality of their own work subject to direction.
- Work in a team environment and/or under routine supervision.
- Undertake duties in a safe and responsible manner.
- Exercise discretion within their level of skills and training.
- Possess basic interpersonal and communication skills.
- Be responsible for the time management of their work.
- Assist in the mentoring and training of volunteers, without responsibility for supervision.
- Draw on multiple sources of information to complete tasks, from established work practices and policies.
- Demonstrate self-awareness and undertake a proactive approach to self-development.

Indicative tasks performed at this level include but are not necessarily limited to:

Social and Community Employee Level 1: Employees at this level will undertake routine activities of a clerical and/or support nature. Perform data input and word processing, general reception duties, apply established practices and procedures, filing, recording, checking, and batching of accounts, invoices, orders, stores requisitions and maintenance of existing records system.

Children’s Services Employee Level 1: 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.

Children’s Services Support Worker Level 1

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

Home Care Employee Level 1: An employee at this level will have commenced on-the-job training which may include an induction course but has less than 12 months’ experience as a direct care employee. An employee will use a range of basic skills in the provision of domestic assistance and support and will be responsible for their quality of work.

Restaurant Employee Level 1 / 2: An employee at Level 1 is engaged in picking up glasses, providing general assistance to food and beverage attendants of a higher classification not including service to customers; or removing food plates, setting, or wiping down tables, cleaning and tidying associated areas, or receiving money.

An employee at Level 2 who has not achieved the appropriate level of training and who is engaged in undertaking general waiting duties for food or beverages, including cleaning tables, receiving money, attending a snack bar, performing delivery duties, or taking reservations and greeting and seating guests. An employee who has the appropriate level of training, and who is engaged in specialised non-cooking duties in a kitchen or food preparation area, or supervision of kitchen attendants of a lower classification.

Cleaning and Gardening Employee Level 1 / 2: An employee at Level 1 performs routine duties essentially of a manual nature and to the level of their training, including cleaning, general labouring, and gardening duties and assists with trade works and routine landscape tasks. Employees at this level undertake tasks including spot cleaning of carpets and soft furnishings, operating handheld powered, sweeping and mopping, toilet cleaning, rubbish collection, the performance of domestic work including cleaning and washing, cleaning of internal and external glass, dusting of all hard surfaces, routinely maintaining indoor greenery such as shrubs and plants, sanitary disposal processing, or wiping or sweeping under and around seats and tables.

An employee at Level 2 performs work above and beyond the skills of an employee at Level 1 and to the level of their skills, competence, and training. They work in accordance with standard operating procedures, understand basic quality control/assurance procedures, follow safe work practices, report workplace hazards, and use and perform routine maintenance on gardening tools and equipment. Employees at this level may be required to perform any duties of a Level 1 and may be required to undertake ordering and distribution of toilet and other requisites or cleaning materials, customer or public relations duties, carry out those roles expected of a leading hand, carpet cleaning; operate ride-on powered machinery, operate steam cleaning and pressure washing equipment, maintain gardens, lawns or rockeries; trim edges, mowing lawns, sowing, planting, watering, weeding, fertilising, clearing shrubs or trimming hedges.

Canteen Employee Level 1 / 2: An employee at Level 1 is engaged in the preparation and receipt of orders, cooking, sale, serving or delivery of meals, snacks or beverages which are sold to be consumed away from the point of sale. They may be required to undertake cleaning duties. They will undertake duties as directed and within the limits of their competence, skills and training.

An employee at this Level 2 has the same responsibilities of a Level 1 employee as well as responsibility for the management, supervision and training of other Canteen employees.

Classification - Level B1

In addition to level A, an employee at this level will:

- Be able to work from complex instructions and procedures.
- Coordinate work in a team environment under limited supervision.
- Be responsible for the quality of their own work.
- Possess sound interpersonal and communication skills.
- Research and analyse information for their own work and suggest process improvements.
- Share information and contribute to team discussions.

Indicative tasks performed at this level include but are not necessarily limited to:

Canteen Employee Level 3: An employee at this level has the same responsibilities of a Level 2 employee and has been appointed by WCS to be in charge of all operations at a canteen location.

Cleaning and Gardening Employee Level 3: Employees at this level supervise the activity of all their team; are responsible for ensuring the quality of their work and have knowledge of the employer's operation. Tasks that may be required at this level are ensuring that proper maintenance procedures are observed, arranging service calls, dealing with tenants or owners with respect to the proper cleaning, servicing, or functioning of the building, coordinating the work of leading hands, handling routine personnel, industrial relations or health and safety matters, and being directly involved in the provision of on-the-job training.

Restaurant Employee Level 3 / 4: An employee at Level 3 who has the appropriate level of training and is engaged in undertaking general waiting duties, including cleaning tables, receiving money, assisting in the training and supervision of food and beverage attendants of a lower classification; delivery duties, or taking reservations and greeting and seating guests. An employee who has the appropriate level of training, including a supervisory course, and who has responsibility for the supervision, training, and co-ordination of kitchen attendants of a lower classification. An employee who is a commi-chef or equivalent who has completed an apprenticeship or passed the appropriate trade test or who has the appropriate level of training, and who is engaged in cooking, baking, pastry cooking or butchering duties.

An employee at Level 4 who is a food and beverage supervisor and has the appropriate level of training, including a supervisory course, who has responsibility for the supervision, training and co-ordination of food and beverage staff or for stock control for one or more bars. An employee who is a demi chef or equivalent who has completed an apprenticeship or passed the appropriate trade test or who has the appropriate level of training and who is engaged to perform general or specialised cooking, butchering, baking or pastry cooking duties or supervises and trains other cooks and kitchen employees.

Classification - Level B2

In addition to level A, an employee at this level will:

- Be able to work from complex instructions and procedures.
- Coordinate work in a team environment under limited supervision.
- Be responsible for the quality of their own work.
- Possess sound interpersonal and communication skills.
- Research and analyse information for their own work and suggest process improvements.
- Share information and contribute to team discussions.

Indicative tasks performed at this level include but are not necessarily limited to:

Social and Community Employee Level 2: An employee who performs routine office duties involving filing, recording, and maintenance of existing records systems; provide administration support requiring the exercise of sound judgment, initiative, confidentiality, and sensitivity. Employees may be responsible for a minor function and/or may contribute specific knowledge and/or specific skills to the work of the organisation. 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.

Children's Services Employee Level 2: An employee who has completed 12 months as a Level 1, or a relevant AQF Certificate II, or in the opinion of WCS, has sufficient 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.

Children's Services Support Worker 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.

Home Care Employee Level 2: An employee whose primary role is to provide direct care to aged care clients and who has satisfactorily completed the requirements of a Level 1 or equivalent.

Health Professional Employee Level 1: Employees at this level are regarded as entry level health professionals for their initial years of experience. This level is the entry level for new graduates who meet the requirement to practice as a health professional (where appropriate in accordance with their professional association's rules and be eligible for membership of their professional association) or such qualification as deemed acceptable by the employer. It is also the level for the early stages of the career of a health professional.

Restaurant Employee Level 5 / 6: An employee at a Level 5 who is a chef de partie or equivalent who has completed an apprenticeship or passed the appropriate trade test or who has the appropriate level of training in cooking, butchering or pastry cooking and who performs general and specialised duties, including supervision or training of kitchen employees, ordering and stock control, supervising other cooks and kitchen employees in a single kitchen establishment.
A cook grade 5 (tradesperson) is identified as a Level 6.

Classification- Level C

In addition to level B1 and B2, an employee at this level will:

- Be able to perform work requiring minimal supervision either individually or in a team environment.
- Have competent computer skills.
- Possess an advanced level of interpersonal and communication skills and tailor style to individual needs.
- Adapt to changing needs and expectations, take responsibility for work and see tasks through to completion, even in difficult situations.
- Identify relevant stakeholders.

Indicative tasks performed at this level include but are not necessarily limited to:

Social and Community Employee Level 3: An employee who will work under general direction in the application of procedures, methods and guidelines which are well established. May have joint responsibility to contribute to the interpretation of matters with no clearly established practices or procedures. General features of this level involve solving problems of limited difficulty using knowledge, judgment and work organisational skills acquired through qualifications and/or previous work experience. Assistance is available from senior employees. Employees may receive instruction on the broader aspects of the work. In addition, employees may aid and supervise lower classified employees or volunteers. May undertake work in a specialised area.

Children's Services Employee Level 3: An Educator is responsible for assisting in the preparation, implementation, and evaluation of developmentally appropriate programs in an Early Learning Centre (ELC) or an Outside School Hours Care (OSHC) program. Employees classified as an educator are expected to hold a minimum of an AQF Certificate III in Children's Services or equivalent or possess, in the opinion of WCS, sufficient knowledge or experience to perform the duties at this level. An employee who is a Cook and is primarily engaged in the preparation of meals for children in an ELC.

Children's Services Support Worker 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.

Home Care Employee Level 3: An employee whose primary role is to provide direct care to aged care clients and who has an accredited qualification to the position at the level of Certificate 3 and/or knowledge and skills gained through on-the-job training commensurate with the requirements of the work in this level.

Health Professional Employee Level 2: A health professional at this level works independently and is required to exercise judgment on routine matters. They may require professional supervision from more senior members when performing complex or critical tasks. They have demonstrated a commitment to continuing professional development and may have contributed to workplace education through the provision of seminars, lectures, or in-services. The health professional may be actively involved in quality improvement activities or research. They contribute to the evaluation and analysis of guidelines, policies, and procedures applicable to their clinical/professional work and may be required to contribute to the supervision of discipline specific students.

Classification – Level D

In addition to level C, an employee at this level will:

- Work under general guidance within set guidelines and undertake a range of activities requiring the application of acquired skills.
- Perform functions that are defined by established routines, methods, standards, and procedures.
- Assist more senior employees with specific projects.
- Be expected to understand work procedures relevant to their work area and may provide assistance to lower classified employees or volunteers concerning established procedures to meet objectives.
- Be responsible for managing time, planning, and organising their own work and that of lower positions (if supervision is required of the position).
- Be required to identify and resolve issues in the relevant work area within established constraints.
- Remain positive in difficult situations and show initiative and commitment to achieving positive work outcomes.

Indicative tasks performed at this level include but are not necessarily limited to:

Social and Community Employee Level 4: An employee who 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 but employees may be required to exercise judgment and contribute knowledge where procedures are not established. General features at this level require the application of specialised 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, employees and volunteers within a work area or activities of a complex nature.

Children's Services Employee Level 4: An employee classified as an Educator is appointed as the person in charge of a group of children in an ELC or an OSHC program and is responsible for the delivery of educational programs to the children. Employees classified as educators must hold an AQF Diploma in Children's Services or equivalent.

Home Care Employee Level 4: An employee is expected to exercise discretion within standard practices and processes, undertaking and implementing quality control measures. Positions at this level may provide direction, leadership, administration and rostering of direct care employees and will have satisfactorily completed the requirements of Level 3 or equivalent as well as have relevant experience.

Health Professional Employee Level 3: A health professional at this level would be experienced and be able to independently apply professional knowledge and judgment when performing novel, complex, or critical tasks specific to their discipline. An employee at this level works in an area that requires high levels of specialist knowledge and skill as recognised by the employer; is actively contributing to the development of professional knowledge and skills in their field of work as demonstrated by positive impacts on service delivery, positive referral patterns to area of expertise and quantifiable/measurable improvements in health outcomes; may be a sole discipline specific health professional in a metropolitan, regional or rural setting who practices in professional isolation from health professionals from the same discipline; is performing across a number of recognised specialties within a discipline; may be accountable for allocation and/or expenditure of resources and ensuring targets are met and is responsible for ensuring optimal budget outcomes for their clients and communities; may be responsible for providing regular feedback and appraisals for senior staff to improve health outcomes for clients and for maintaining a performance management system; and is responsible for providing support for the efficient, cost effective and timely delivery of services.

Classification - Level E

In addition to level D, an employee at this level will:

- Work under general direction in the application of procedures, methods, and established guidelines.
- Adhere to established work practices and may be required to exercise initiative and judgment where practices and direction are not clearly defined.
- Solve problems using knowledge, judgment and work organisational skills acquired through qualifications and/or previous work experience.
- Have the scope for exercising initiative in the application of established work procedures, establishing goals/objectives and outcomes for their work program.
- May be required to supervise staff or volunteers. Employees with supervisory responsibilities may undertake some complex operational work and may undertake planning and coordinating activities within clearly defined areas of work.
- Be responsible for managing their own work and that of subordinate staff or volunteers and may be required to deal with disciplinary issues within the work area.
- Have a basic knowledge of human resource management principles and is able to assist subordinate staff and volunteers with on-the-job training.
- Identify and nurture internal and external relationships. Respond positively to changes in the work environment and organisational goals.
- Build knowledge and expertise within work area.

Indicative tasks performed at this level include but are not necessarily limited to:

Social and Community Employee Level 5: An employee who 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, which may include responsibility for a moderately complex project. Employees adhere to established work practices. Positions at this level demand the application of knowledge which is gained through qualifications and/or previous experience.

Children's Services Employee Level 5: An employee that is required to undertake leadership duties to support the Director or Coordinator and is responsible for the day-to-day management of the service in the temporary absence of the Director or Coordinator. An employee at Level 5 would generally supervise all employees within the service and coordinate the service operations. Employees classified as a Diploma Educator must hold an AQF Diploma in Children's Services or equivalent.

Home Care Employee Level 5: A Level 5 employee may co-ordinate resources and/or give support to more senior employees or be engaged in duties of a specialist nature. The skills and knowledge needed for entry to this level are beyond those normally acquired through completion of a TAFE certificate or associate diploma. They may be acquired through completion of a degree or diploma course with little or no relevant work experience, through less formal qualifications with relevant work skills, or through relevant experience and work skills commensurate with the requirements of work at this level.

Classification - Level F

In addition to level E, an employee at this level will:

- Work under general direction in functions that require the application of skills and knowledge appropriate to the work.
- Be expected to contribute knowledge in establishing procedures in the appropriate work-related field and may be required to supervise various functions within a work area or activities of a complex nature.
- May be required to provide a substantial component of supervision in their role, and specialist expertise or advice in their relevant discipline.
- Be required to have a sound knowledge of program, activity, operational policy, or service aspects of the work performed within a function or a number of work areas.
- Be required to have skills in managing time, setting priorities, planning, and organising their own work and that work and that of lower classified staff and/or volunteers where supervision is a component of the position, to achieve specific objectives.
- Be expected to set outcomes and further develop work methods where general work procedures are not defined.
- Understand the broader environment, trends and influences relating to their work environment.
- Communicate, support, and promote wider organisational goals and vision.

Indicative tasks performed at this level include but are not necessarily limited to:

Social and Community Employee Level 6: An employee 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. Employees would be required to be involved in 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 the management of employees, 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 and to make decisions in a particular work area. Employees may be required to report or communicate matters of significance with other bodies or members of the public.

Health Professional Employee Level 4: A health professional at this level applies a high level of professional judgment and knowledge when performing a wide range of novel, complex, and critical tasks, specific to their discipline. An employee at this level has a proven record of achievement at a senior level; has the capacity to allocate resources, set priorities and ensure budgets are met; may be responsible to the executive for providing effective services and ensuring budget/strategic targets are met; supervises staff where required; and is expected to develop/implement and deliver strategic business plans which increase the level of care to clients within a budget framework. An employee at this level will have some experience of working at this level in prior roles.

Children's Services Employee Level 6

A Director is an employee who holds a relevant Degree, a 3 or 4 year Early Childhood Education qualification, an AQF Advanced Diploma, a Diploma in Children's Services, or a Diploma in Out-of-School-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 Coordinator has overall responsibility for the operation and performance of an ELC or OSHC program. Coordinators are required to undertake leadership duties to support the Director/Nominated Supervisor and other Educators.

Children's Services Employee Level 6.1 – 6.3: A Director Level 1 is an employee appointed as the Director of a service that is licensed for up to 39 children and is paid at the Level 6.1 to 6.3 salary range.

A Coordinator who is appointed to coordinate the activities of a service licensed to accommodate up to 59 children and will be paid at the salary range Level 6.1 to 6.3.

Children's Services Employee Level 6.4 – 6.6: A Director Level 2 is an employee appointed as the Director of a service that is licensed between 40 and 59 children and is paid at the Level 6.4 to 6.6 salary range.

A Coordinator is appointed to coordinate the activities of a service license to accommodate 60 or more children and will be paid at the salary range Level 6.4 to 6.6.

Children's Services Employee Level 6.7 – 6.9: A Director Level 3 is an employee appointed as the Director of a service that is licensed for 60 or more children and is paid at the Level 6.7 to 6.9 salary range.

Classification - Level G

In addition to level F, an employee at this level will:

- Work under the general direction of senior employees or executives.
- Undertake a range of functions requiring the application of a high-level knowledge and skills to achieve results in line with the organisation's goals.
- May be involved in establishing organisation programs and procedures and will include a range of work functions that may involve supervision.
- May be required to assist in the preparation of or prepare the organisation's/or area of responsibility's budget.
- Be expected to provide expert advice to employees classified at a lower level and volunteers.
- Be required to apply knowledge which is gained through qualifications and/or previous experience.
- Be required to set priorities and monitor workflows in their area of responsibilities which may include establishing work programs.
- Be 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.
- Be responsible for projects and/or functions that require established outcomes to achieve organisational objectives. Specialists may be required to provide multi-disciplinary advice.
- Inspire staff to understand their operational tasks, communicate and promote the wider organisational goals and vision.
- Lead employees through change and uncertainty with positivity.
- Have the ability to persist in difficult circumstances in a positive manner, ensuring tasks are completed.
- Respond positively to criticism and show self-awareness and a commitment to self-improvement.
- Identify and nurture key internal and external stakeholders, anticipating and adapting to their needs.

Indicative tasks performed at this level include but are not necessarily limited to:

Social and Community Employee Level 7: An employee at this level 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. Positions at this level may be identified by the level of responsibility for decision-making, the exercise of judgment and delegated authority and the provision of expert advice. The management of staff is normally a feature at this level.

Health Professional Employee Level 4: A health professional at this level applies a high level of professional judgment and knowledge when performing a wide range of novel, complex, and critical tasks, specific to their discipline. An employee at this level has a proven record of achievement at a senior level; has the capacity to allocate resources, set priorities and ensure budgets are met; may be responsible to the executive for providing effective services and ensuring budget/strategic targets are met; supervises staff where required; and is expected to develop/implement and deliver strategic business plans which increase the level of care to clients within a budget framework. An employee at this level will have a demonstrated depth of experience of working in prior roles at this level.

Classification- Level H

In addition to level G, an employee at this level will:

- Work under limited direction from executive management and undertake a range of functions for which operational policies and guidelines may need to be developed.
- Have the scope to influence the operational activities of the organisation and will require employees to be involved in establishing operational procedures which impact upon the organisation and/or area of responsibilities.
- Be expected to contribute to the management of the organisation, prepare budgets, establish procedures, and practices.
- Be Involved in the formation of programs and work practice and will be required to provide assistance and/or expert advice to other employees.
- May be required to negotiate matters on behalf of organisation.
- Have responsibility for decision-making in the work area and the provision of expert advice.
- Be required to set outcomes for the work areas for which they are responsible and meet required objectives and understanding the long-term organisation goals.
- Be required to undertake control and coordination of a program, project, and/or significant work area.
- May exercise managerial responsibility, work independently as specialist or may be a senior member of a single discipline project team or provide specialist support to a range of program or activities.
- Understand it is essential to manage time effectively so outcomes can be achieved.
- Possess a high level of interpersonal skills to resolve organisational issues, negotiate contracts and to develop and motivate staff.
- Be required to understand and implement effective staff management and personnel practice.
- Challenge issues in a constructive way, showing courage and determination to influence persuasively.
- Anticipate, identify, and limit risk through objective and critical analysis of trends and systemic issues.
- Have the ability to persist in difficult circumstances in a positive manner, ensuring tasks are completed.
- Respond positively to criticism and show self-awareness and a commitment to self-improvement.
- Identify and nurture key internal and external stakeholders, anticipating and adapting to their needs.

Indicative tasks performed at this level include but are not necessarily limited to:

Social and Community Employee Level 8: An employee at this level 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 various departments or directly to the organisation. Positions at this level may be identified by the significant independence of action within the constraints of organisational policy.

Health Professional Employee Level 4: A health professional at this level applies a high level of professional judgment and knowledge when performing a wide range of novel, complex, and critical tasks, specific to their discipline. An employee at this level has a proven record of achievement at a senior level; has the capacity to allocate resources, set priorities and ensure budgets are met; may be responsible to the executive for providing effective services and ensuring budget/strategic targets are met; supervises staff where required; and is expected to develop/implement and deliver strategic business plans which increase the level of care to clients within a budget framework. An employee at this level will work in a Senior role and is expected to deliver strategic plans within managed budgets. An employee at this level may be consulted for professional advice by other professionals from their work area and is responsible for developing sustainable service models.

Classification- Level I

In addition to level H, an employee at this level will:

- Provide a strategic level of specialist, professional and/or technical expertise.
- Require extensive knowledge of and compliance with legislative frameworks, agency guidelines and regulations.
- Identify and lead innovative solutions and communicate the implications of decisions and actions on the agency's business objectives and stakeholders.
- Identify, manage, and evaluate risk in all decision making and delivery of outcomes.
- Address future agency and stakeholder needs when initiating the development of new systems, procedures, policies, methodologies and practices.
- Develop and manage key strategic relationships with a broad range of stakeholders, promoting the agency's business objectives.
- Establish and maintain key strategic internal and external networks.
- Provide strategic direction to a work area, including developing business plans, strategies and priorities and monitor workflow and performance.
- Will undertake significant projects and/or functions involving the use of analytical skills.
- Management of specialised functions under a wide range of conditions to achieve organisational objectives.
- Be involved in planning, direction, control, and evaluation of operations which include providing analysis and interpretation.
- Be responsible for developing work practices and procedures.
- Provide advice on policy matters and contribute to their development.
- Manage a functional team to deliver strategic outcomes.

APPENDIX 3 – DEFINITIONS

Term	Definition
AQF	Means the Australian Qualifications Framework
Base Rate of Pay	Means an employee's salary, or hourly rate of pay as applicable, without overtime, penalties, or other allowances.
Broken Shift	Means a shift worked by an employee that includes one or more breaks (longer than 60 minutes) and where the span of hours is not more than 12 hours.
Canteen Employee	Means an employee classified as a Canteen Employee under Appendix 2.
Casual Employee	Means a person employed by WCS in accordance with clause 14.1.
Chief Executive Officer	Means the person appointed as the Chief Executive Officer of WCS.
Children's Services Employees	Means an employee classified as a Children's Services Employee under Appendix 2.
Community Services Employees	Means an employee classified as a Community Services Employee under Appendix 2.
Educational Leader	Has the same meaning as defined in Regulation 118 of the Education and Care Services National Regulations 2011.
Employee	Means an employee of WCS who is covered by this Agreement as specified in clause 3.1 of this Agreement, and for the avoidance of doubt includes all Full Time Employees, Part Time Employees, Casual Employees, Fixed Term Employees and Maximum Term Employees.
Fair Work Act	The <i>Fair Work Act 2009</i> and the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> , and their successors and any regulations associated with those Acts.
Fixed Term Employee	Means a person employed by WCS in accordance with clause 13.1.
Full Time Employee	Means a person employed by WCS in accordance with clause 11.
Health Professional	Means an employee classified as a Health Professional under Appendix 2.
High Income Threshold	Has the same meaning as that term in the Fair Work Act.
Home Care Employees	Means an employee classified as a Home Care Employee under Appendix 2.
Household	A group of two or more related or unrelated people who usually reside in the same dwelling, who regard themselves as a household and who make common provision for food or other essentials for living.

Immediate Family	Means an employee's Partner and a child, grandchild, parent, grandparent or sibling of the employee or their Partner.
Maximum Term Employee	Means a person employed by WCS in accordance with clause 13.2.
Miscellaneous Award 2020	Means the Miscellaneous Award 2020 MA000104.
Modern Award	Has the same meaning as in the Fair Work Act.
NES or National Employment Standards	Means the National Employment Standards as contained in section 59 to 131 of the Fair Work Act.
Ordinary Hours	Means the number of hours an employee would usually work during a specific day, week or fortnight period (e.g. a Full Time Employee's ordinary hours of work may be an average of 38 hours per week) within the span of hours set out at clause 16.1 and for a Part Time Employee are those hours agreed or varied in accordance with clause 12.3 and clause 12.4.
Part Time Employee	Means a person employed by WCS in accordance with clause 12.
Parties	Means parties to this Agreement, and Party has a corresponding meaning.
Partner	The spouse (including a former spouse) of an employee or a person who lives in a bona fide domestic relationship with the employee and includes same sex relationships.
Position Date	Means the date an Employee commenced in their current classification level. For the avoidance of doubt an employee will obtain a new Position Date if they transfer to a new classification.
Probationary Period	Means a period of six months continuous service by the employee from commencement of their employment with WCS.
Remote Work	Means work performed by an employee remotely outside of their ordinary workplace and includes where the engagement involves participating remotely in a work meeting, staff meeting, or training sessions or similar where the employee is not required to undertake their normal work.
Restaurant Employee	Means an employee classified as a Restaurant Employee under Appendix 2.
SCHADS Award	Means the Social, Community, Home Care and Disability Services Industry Award 2010.
Shiftworker	In relation to an employee, for the purposes of the National Employment Standards has the same meaning as "shiftworker" in the relevant Modern Award that covers the employee.
Social and Community Services Employee	Means a Community Services Employee, Home Care Employee, Canteen Employee, Restaurant Employee, Cleaner, Gardener and/or Health Professional.

Union	Means an employee organisation that is entitled to represent the industrial interests of one or more employees in relation to work performed under this Agreement.
WCS	Woden Community Service Limited (ACN 660 132 061).

APPENDIX 4 - SUPPORTED WAGE SYSTEM

1. General

- 1.1 This Appendix defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement. In this Appendix, the following definitions will apply:
- (a) "*Supported Wage System*" means the Commonwealth Government System to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook;
 - (b) "*Approved Assessor*" means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System;
 - (c) "*Assessment instrument*" means the tool provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System;
 - (d) "*Relevant minimum wage*" means the minimum wage prescribed in this Agreement for the class of work for which an employee is engaged; and
 - (e) "*SWS wage assessment agreement*" – means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee's productive capacity and agreed wage rate.

2. Eligibility Criteria

- 2.1 Employees covered by this Appendix will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.
- 2.2 This Appendix does not apply to any existing employee who has a claim against WCS which is subject to the provisions of workers' compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their current employment.

3. Supported Wage Rates

- 3.1 Employees to whom this Appendix applies shall be paid the applicable percentage of the relevant minimum wage according to the following table:

Assessed Capacity Percentage	Relevant Minimum Wage Percentage
10	10
20	20
30	30
40	40
50	50

60	60
70	70
80	80
90	90

- 3.2 Provided that the minimum amount payable must be not less than \$107 per week.
- 3.3 Where an employee's assessed capacity is 10%, the employee must receive a high degree of assistance and support.

4. Assessment of Capacity

- 4.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted WCS and the employee, and, if the employee so desires, a union which the employee is eligible to join.
- 4.2 All assessments made under this Appendix must be documented in an SWS wage assessment agreement, and retained by WCS as a time and wages record in accordance with the Fair Work Act.

5. Lodgement of SWS Wage Assessment Agreement

- 5.1 All SWS wage assessment agreements under the conditions of this Schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by WCS with the Fair Work Commission.
- 5.2 All SWS wage assessment agreements must be agreed and signed by the employee and WCS parties to the assessment. Where a union which is covered by this Agreement is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

6. Review of Assessment

- 6.1 The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the Supported Wage System.

7. Other Terms and Conditions of Employment

- 7.1 Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. employees covered by the provisions of this Appendix will be entitled to the same terms and conditions of employment as other workers covered by this Agreement on a pro rata basis.

8. Workplace Adjustment

- 8.1 Where WCS employs a person under the provisions of this Appendix, WCS must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other employees in the area.

9. Trial Period

- 9.1 In order for an adequate assessment of the employee's capacity to be made, WCS may employ a person under the provisions of this Appendix for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
- 9.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- 9.3 The amount payable to the employee during the trial period must be no less than \$87 per week.
- 9.4 Work trials should include induction or training as appropriate to the job being trialled.
- 9.5 Where WCS and an employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause 4.1 of this appendix.

APPENDIX 5 – COMPARABLE SCHADS AWARD RATES

Social and Community Services Level	Comparable SCHADS Award Level
SCS Level 1	
SCS Level 1 - pay point 1	Level 1 - pay point 1
SCS Level 1 - pay point 2	Level 1 - pay point 2
SCS Level 1 - pay point 3	Level 1 - pay point 3
SCS Level 2	
SCS Level 2 - pay point 1	Level 2 - pay point 1
SCS Level 2 - pay point 2	Level 2 - pay point 2
SCS Level 2 - pay point 3	Level 2 - pay point 3
SCS Level 2 - pay point 4	Level 2 - pay point 4
SCS Level 3	
SCS Level 3 - pay point 1	Level 3 - pay point 1
SCS Level 3 - pay point 2	Level 3 - pay point 2
SCS Level 3 - pay point 3	Level 3 - pay point 3
SCS Level 3 - pay point 4	Level 3 - pay point 4
SCS Level 4	
SCS Level 4 - pay point 1	Level 4 - pay point 1
SCS Level 4 - pay point 2	Level 4 - pay point 2
SCS Level 4 - pay point 3	Level 4 - pay point 3
SCS Level 4 - pay point 4	Level 4 - pay point 4
SCS Level 5	
SCS Level 5 - pay point 1	Level 5 - pay point 1
SCS Level 5 - pay point 2	Level 5 - pay point 2
SCS Level 5 - pay point 3	Level 5 - pay point 3
SCS Level 6	
SCS Level 6 - pay point 1	Level 6 - pay point 1
SCS Level 6 - pay point 2	Level 6 - pay point 2
SCS Level 6 - pay point 3	Level 6 - pay point 3
SCS Level 7	
SCS Level 7 - pay point 1	Level 7 - pay point 1
SCS Level 7 - pay point 2	Level 7 - pay point 2
SCS Level 7 - pay point 3	Level 7 - pay point 3

SCS Level 8	
SCS Level 8 - pay point 1	Level 8 - pay point 1
SCS Level 8 - pay point 2	Level 8 - pay point 2
SCS Level 8 - pay point 3	Level 8 - pay point 3
HCEAC Level 1 – pay point 1	Home Care Employee Level 1 – pay point 1
HCEAC Level 2 - pay point 1	Home Care Employee Level 2 – pay point 1
HCEAC Level 2 - pay point 2	Home Care Employee Level 2 - pay point 2
HCEAC Level 3 - pay point 1	Home Care Employee Level 3 - pay point 1
HCEAC Level 3 - pay point 2	Home Care Employee Level 3 - pay point 2
HCEAC Level 4 - pay point 1	Home Care Employee Level 4 - pay point 1
HCEAC Level 4 - pay point 2	Home Care Employee Level 4 - pay point 2
HCEAC Level 5 – pay point 1	Home Care Employee Level 5 - pay point 1
HCEAC Level 5 - pay point 2	Home Care Employee Level 5 - pay point 2

HCEAC Level 1 – pay point 1
HCEAC Level 2 - pay point 1
HCEAC Level 2 - pay point 2
HCEAC Level 3 - pay point 1
HCEAC Level 3 - pay point 2
HCEAC Level 4 - pay point 1
HCEAC Level 4 - pay point 2
HCEAC Level 5 – pay point 1
HCEAC Level 5 - pay point 2

SIGNATURE PAGE

WCS

Signed for WCS by Jennifer Margaret Kitchin

(full name of signatory)

Address of signatory 50 Easty St. Phillip ACT 2606

The basis on which the signatory is authorised to sign on behalf of WCS (position):

Chief Executive Officer

Signature: [Signature]

Date: 12 / 8 / 20 24

Employee bargaining representative

Gavan John Fairclough

(full name of signatory)

Address of signatory 50 Easty St, Phillip ACT 2606

The basis on which the signatory is authorised to sign as a bargaining representative (position):

Business Performance Manager - Bargaining Representative

Signature: [Signature]

Date: 12 / 8 / 20 24

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2024/3116

Applicant:
Woden Community Service Limited

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Lesley Watson, Senior Manager, People Services of Woden Community Service have the authority given to me by Woden Community Service Limited (ACN 660 132 061) (“WCS”) to give the following undertakings with respect to the Woden Community Service Limited Enterprise Agreement 2024 (“the Agreement”):

1. To expand on clause 30.4(a)(i) of the Agreement, the employee’s agreement to work up to 10 hours will be at the employee’s initiated request.
2. Notwithstanding clause 30.4 of the Agreement:
 - (a) Part-time Health Professional employees will be deemed to have worked overtime where they work more than their Ordinary Hours agreed under clause 12.3 or as varied in writing under clause 12.4 of the Agreement; and
 - (b) Full-time employees will be deemed to have worked overtime for any time worked in excess of:
 - (i) 38 hours per week; or
 - (ii) their rostered hours as determined by clause 18 of the Agreement, unless the employee works the additional hours at their request in accordance with clause 30.4(a)(i) and the undertaking set out at paragraph 1.
3. Notwithstanding clause 32.8 of the Agreement, Employees will be entitled a break of not less than 10 hours between the end of one shift or period of work and the start of another.
4. Notwithstanding clause 35.1 of the Agreement, a Home Care Employee who is required to perform duties carrying a higher rate of pay:
 - (a) for two hours or less, will be paid the higher rate of pay for the time worked; and
 - (b) for more than two hours, will be paid the higher rate of pay for the entire shift.
5. Notwithstanding clause 37.2(b) of the Agreement, it is not a requirement for an Employee to remain within 30 minutes travel time of the workplace in order to be eligible for the payment of the On-call Allowance.
6. Notwithstanding clause 24.4(b) of the Agreement, Social and Community Services Employees who work less than 19 hours per week will:
 - (a) be eligible for progression from one pay point to the next within a pay level after 12 months continuous employment at their current pay point if the employee has demonstrated competency and satisfactory performance at their current pay point and either:
 - (i) acquired and satisfactorily used new or enhanced skills within the ambit of their classification; or
 - (ii) if WCS has adopted a staff development and performance appraisal scheme, WCS has determined that the employee has demonstrated satisfactory performance over the last 12 months,

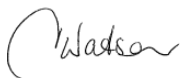
with any progression of an eligible employee determined at the discretion of WCS; and

- (b) automatically progress from one pay point to the next within a pay level after 24 months of continuous employment at their current pay point, unless WCS determines the Employee has not:
 - (i) demonstrated competency and satisfactory performance at the existing pay point; or
 - (ii) acquired and satisfactorily used new or enhanced skills within the ambit of the classification, if required by WCS.
- 7. Notwithstanding clause 17 of the Agreement, in relation to a full-time Restaurant Employee:
 - (a) the minimum number of ordinary hours that may be worked by a full-time Restaurant Employee on any day is 6 hours, excluding meal breaks;
 - (b) a full-time Restaurant Employee who is rostered to work more than 10 ordinary hours on more than 3 consecutive days, is entitled to a break of at least 48 hours after the last consecutive day on which the employee works more than 10 ordinary hours; and
 - (c) the maximum number of days on which a Restaurant Employee may work more than 10 ordinary hours in a 4-week cycle is 8.
- 8. Notwithstanding Appendix 2, the following employees will be paid no less than the corresponding base rates of pay under the Agreement:

Employee	Minimum Agreement Rate
Health Professional Employee covered by the <i>Health Professionals Support Services Award 2020</i> who would be classified as a Health Professional Level 3 Pay Point 4 under that award.	SCS Level 4, pay point 1
Health Professional Employee covered by the <i>Health Professionals Support Services Award 2020</i> who would be classified as a Health Professional Level 4 Pay Point 4 under that award.	SCS Level 8, pay point 3
Canteen Employee covered by the <i>Fast Food Industry Award 2020</i> who would be classified as a Fast Food Employee Level 1 under that award.	SCS Level 1, pay point 2

- 9. Clause 50.7 of the Agreement will be applied to Canteen Employees only.

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



Signature

2 October 2024

Date