



DECISION

Fair Work Act 2009

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

Mission Australia

(AG2024/3622)

MISSION AUSTRALIA SERVICE DELIVERY ENTERPRISE AGREEMENT 2024

Social, community, home care and disability services

DEPUTY PRESIDENT ROBERTS

SYDNEY, 8 NOVEMBER 2024

Application for approval of the Mission Australia Service Delivery Enterprise Agreement 2024

[1] An application has been made for approval of an enterprise agreement known as the *Mission Australia Service Delivery Enterprise Agreement 2024* ('Agreement' or 'proposed agreement'). The Application was made pursuant to s.185 of the *Fair Work Act 2009* (Act). It has been made by Mission Australia (Applicant). The Agreement is a single enterprise agreement.

[2] After the filing of the application, the Applicant provided further written submissions and undertakings to address initial concerns that I had raised about the application. One of those concerns related to the distribution of the Notice of Employee Representational Rights (NERR). The Applicant's submission clarified that a NERR was initially issued on 7 February 2024 which was the same date as the notification time for the Agreement. The NERR that was issued on that date did not include a reference to the *Education Services (Teachers) Award 2020* which was one of the modern awards with coverage that coincided with the coverage of the Agreement. The Applicant also accepted that the formatting of the NERR made it difficult to comprehend. As a result, the Applicant issued a second NERR on 27 February 2024 to employees and bargaining representatives to rectify these issues. A copy of the second NERR also posted on the Applicant's intranet.

[3] The Australian Services Union (ASU) submitted that employees were disadvantaged by the deficiencies with the original NERR as it did not provide employees with sufficient clarity as to who would be covered by the proposed agreement, particularly given that there were differences between the coverage of the existing agreement and the proposed agreement. At a conference convened to deal with the Application, the ASU accepted that the coverage of the proposed agreement referred to in the second NERR aligned with the coverage of the Agreement that was ultimately made. No issue was taken as to the second NERR being compliant with s.174. None of the other bargaining representatives contended that the NERR process undermined the genuineness of the agreement that had been made.

[4] I am of the view that notwithstanding the failure to issue the second NERR with 14 days of the notification time as required by s173(3), the Agreement was nonetheless genuinely agreed to by the employees covered by it. I regard the failure to meet the 14-day period in this case to be a minor procedural error within the meaning of s.188(5) and am satisfied that employees were not likely to have been disadvantaged by the error. I propose to disregard the error under s.188(5). I have also taken into account, as I am required to do,¹ the *Fair Work (Statement of Principles on Genuine Agreement) Instrument 2023*.

[5] The ASU also made brief written submissions to the effect that the employer had not taken all reasonable steps to explain the terms of the Agreement and the effect of those terms as required by s.180(5). They were provided with an opportunity to make further submissions or provide evidence in support of the submission after the initial conference but did not do so. I have considered the material provided in support of the application relating to the steps taken to explain the document. These include detailed written explanations, recorded webinars that were posted to the Applicant's intranet and 'viva' posts with links to explanatory material. I am satisfied that the requirements of s180(5) have been met.

[6] The written undertakings provided by the Applicant appear at Annexure A. In accordance with s.190(4) of the Act the views of the bargaining representatives for the agreement were sought in relation to the undertakings. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[7] Taking into account the undertakings referred to above, I am satisfied that each requirement of ss186, 187 and 188 as is relevant to this application for approval has been met. The undertakings are taken to be a term of the Agreement.

[8] Noting the undertakings provided, I am satisfied that the more beneficial entitlements of the National Employment Standards (NES) in the Act will prevail where there is an inconsistency between the Agreement and the NES.

[9] The Agreement does not provide for a delegates' rights clause as required by s.205A(1) of the Act. In accordance with s.201(1A), I note that the workplace delegates' rights clauses in the *Aged Care Award 2010*, *Children's Services Award 2010*, *Educational Services (Teachers) Award 2020*, *Educational Services (Post-Secondary Education) Award 2020*, *Health Professionals and Support Services Award 2020*, *Labour Market Assistance Industry Award 2020*, *Nurses Award 2020* and the *Social, Community, Home Care and Disability Services Industry Award 2010* are to be taken to be a term of the Agreement.

[10] The ASU, the United Workers Union (UWU) the Independent Education Union of Australia, NSW/ACT Branch (IEU), the Health Services Union NSW/ACT/QLD (HSU) and the Australian Nursing and Midwifery Federation – NSW Branch (ANMF) each lodged a Form F18 statutory declarations giving notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) of the Act, I note the Agreement covers the ASU, UWU, IEU, HSU and ANMF.

[11] The Agreement is approved and will operate in accordance with s.54 of the Act. The nominal expiry date of the Agreement is 30 July 2027.

¹ Section 188(1).



DEPUTY PRESIDENT

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<AE526697 PR781085>

Annexure A



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IN THE FAIR WORK COMMISSION

FWC Matter No: **AG2024/3622**

Applicant: Mission Australia

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Ben Williams, Executive - Corporate Services have the authority given to me by Mission Australia Ltd ("**Mission Australia**") to give the following undertakings with respect to the Mission Australia Service Delivery Enterprise Agreement 2024 ("**the Agreement**"):

1. The Agreement will be read and interpreted in conjunction with the National Employment Standards (**NES**). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provisions shall apply to the extent of the inconsistency.
2. In addition to rostering matters addressed at clause 42, employees will be allowed a break of not less than 10 hours between the termination of one shift or period of duty and the commencement of another (**10 Hour Rest Break**). By mutual agreement the 10 Hour Rest Break may be reduced to eight hours. If, on the instructions of the employer, an employee resumes or continues work without having had 10 consecutive hours off duty, they will be paid at the rate of double time (200%) until they are released from duty and will also be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
3. All Food Services Employees working in Aged Care Facilities will be provided entitlements in accordance with Schedule H of the Agreement.
4. All Foods Services Employees working in Children's Services Facilities will be provided entitlements in accordance with Schedule F of the Agreement.
5. The span of ordinary hours of work for Food Services Employees engaged under Schedule C of the Agreement will be 6.00 am to 8.00 pm, Monday to Friday. This undertaking will replace the span of ordinary hours otherwise referred to at clauses 3.1 and 5.1 of Schedule C to the Agreement.

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

Signature

Date: 04.11.2024

Note – in accordance with s.205A of the *Fair Work Act 2009* (Cth) the most favourable term of the delegates’ rights terms in the relevant modern awards, as determined by the Fair Work Commission, is taken to be a term of the agreement.

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 bottom of this agreement.

Mission Australia Service Delivery Enterprise Agreement 2024

**MISSION
AUSTRALIA**



SDEA

Our values



Compassion

We are sensitive, understanding and caring in our service of all people.

We actively listen to others, asking questions when we are not clear. We speak courageously on behalf of those we serve. We use open dialogue and are self-aware, understanding how our behaviour affects others.

Clothe yourselves with compassion, kindness, humility, gentleness and patience.
Colossians 3:12b



Integrity

We are honest and transparent in our relationships and are accountable for our performance.

We act ethically and actively manage risk. We acknowledge our successes and learn from our mistakes. We are responsible stewards of our time and resources as we seek to sustainably increase our impact.

Dear children, let us not love with words or speech but with actions and in truth.
1 John 3:18



Respect

We treat people with respect, embracing them as they are, by offering compassionate support.

We respect and acknowledge the diversity of each other and the people we help. We collaborate with colleagues and the community. We communicate with courtesy and sensitivity.

Do nothing out of selfish ambition or vain conceit. Rather, in humility value others above yourselves. Philippians 2:3-4a



Perseverance

We are dedicated to serving and helping people to overcome their challenges, no matter how hard it is.

We are flexible, agile and innovative. We are resilient and adapt to change with grace. We are curious to learn and grow. Our purpose inspires us to persevere when the going gets tough.

Let us run with perseverance the race marked out for us, fixing our eyes on Jesus, the pioneer and perfecter of faith. Hebrews 12:1b-2a



Celebration

We readily celebrate the efforts and successes – large and small – of the people we help, our volunteers, supporters and colleagues.

We bring a heart of positivity and gratitude to our work. We collaborate and acknowledge the achievements that come from working together as a team.

Rejoice always, pray continually, give thanks in all circumstances; for this is God's will for you in Christ Jesus. 1 Thessalonians 5:16-18

The Founding Purpose of Mission Australia has been expressed for over 160 years as:

“Inspired by Jesus Christ, Mission Australia exists to meet human need and spread the knowledge of the love of God.”

Our commitment to reconciliation is founded in two principles:

- ➔ We believe that Aboriginal and Torres Strait Islander people of this country should be restored to a place of equity, dignity and respect
- ➔ We will foster a strengths-based approach to empower Aboriginal and Torres Strait Islander people and communities to lead the work that affects them



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Part 1 – Application and Operation

1. Title

- 1.1 This Agreement shall be known as the Mission Australia Service Delivery Enterprise Agreement 2024 (the Agreement).

2. Commencement and Operation

- 2.1 This Agreement will commence operation in accordance with the Act or the later of; the start of the first full pay period following the agreement becoming operational.
- 2.2 This Agreement has a nominal expiry date of 30 July 2027.



Mission Australia understands the Agreement will commence operation 7 days after the Fair Work Commission approves the Agreement: see Section 54(1) of the Act.

3. Application and Coverage

- 3.1 This Agreement shall be binding on and covers:
- Mission Australia Ltd (the Employer); and
 - All employees of Mission Australia who are engaged in Service Delivery, as defined in clause 3;
 - For the purpose of clause 3, Service Delivery comprises all of the functions and activities of Mission Australia that:
 - are engaged in a Service Delivery classification up to and including the role of Program Manager;
 - are engaged in Housing Operations in a classification up to and including the role of Team Leader;
 - comprise all functions and activities that are under the control of a State Director; and
 - excluding any employees whose total remuneration is at or above the High Income Threshold (determined on contractual basis).

4. Total Agreement

- 4.1 This Agreement is supported by policies, procedures and position descriptions of the Employer (as amended from time to time) but they do not form part of this Agreement.
- 4.2 This Agreement operates to the exclusion of any Award, agreement, preserved or notional agreement which might otherwise apply to the Employee.
- 4.3 If any matter arises regarding conditions which are not prescribed by this Agreement, the Employer and the Employees will negotiate an equitable resolution of this issue and list the matter for discussion/ inclusion in any future agreement or utilise the dispute resolution process in this Agreement.

5. No Extra Claims

- 5.1 The Unions and Employees covered by this Agreement will not make any extra claims in relation to any wages and/or conditions of employment during the life of this Agreement.

6. Definitions

In this Agreement:

Agreement means the Mission Australia Service Delivery Enterprise Agreement 2024.

Base Rate of Pay the rate of pay payable to the employee for their ordinary hours of work, but not including any of the following: incentive based payments and bonuses, loadings, monetary allowances, overtime or penalty rates, any other separately identifiable amounts.

Broken Shift means a shift that includes one or two unpaid breaks from work. A meal break does not break a shift. Whether time spent travelling breaks a shift will depend on whether the travelling time is considered to be time worked by the employee.

Casual Employment has the same meaning as in The Act.

Child Includes the natural child, adopted child, foster child, stepchild or grandchild where the Employee has primary caring responsibilities.

Community Services Sector means the delivery of essential community services, advocacy, social justice and social wellbeing supports to people experiencing poverty, disadvantage and hardship every day.

Confidential information means any information which to a reasonable person is considered sensitive information of a kind, which if disclosed to third persons could or might cause loss or damage (including damage to reputation or loss of business). Such information includes, but is not limited to, information on the operation or business affairs of the Employer, its systems or techniques; financial information; marketing material and information; information about clients; business contacts; databases; information' documents; procedures and processes relating to the Employer's business of any nature in any form (whether printed or in electronic form).

Continuous Service has the same meaning as in The Act.

Employees mean all Employees of the Employer covered under one of the classifications contained in this Agreement.

Employer means Mission Australia (ABN 15 000 002 522) of Level 7, 580 George Street Sydney NSW 2000.

Family and Domestic Violence means violent, threatening or other abusive behaviour by a close relative of a person, a member of a person's household or a current or former intimate partner of the person that seeks to coerce or control the person and causes the person harm or to be fearful.

Guaranteed Hours A term used to describe the minimum hours of work for a part time employee.

High Income Threshold has the same meaning as in The Act.

Household is 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 a partner of the Employee and a child, grandchild, parent, grandparent or sibling of the Employee or their partner.

Joint Consultative Committee (JCC) means the parties recognise a committee of Employee and Employer representatives established for the purposes of facilitating effective communication and harmonious relations between the Employer and its Employees.

Medical Intervention means that a suitable qualified medical practitioner provides treatment.

Mission Australia Strategic Priorities means the strategic areas of focus which support the goals and vision.

NES means the National Employment Standards under The Act.

Ordinary Hours means the amount of hours worked by an employee that doesn't include overtime. For example, the ordinary hours of a full time employee are usually 38 hours per week.

Partner means the spouse of an Employee (including a former spouse) or a person who lives in a bona fide domestic relationship with the Employee and includes same sex relationships.

Policy means an internal policy document developed by Mission Australia. It will be published as part of Mission Australia's policy framework.

RDO means a Rostered Day Off.

Recognised Emergency Management Body has the same meaning as in The Act.

Reproductive Health Matters means;

- a condition or illness, whether temporary or permanent, related to reproductive health, including (but not limited to) menstruation, pregnancy, fertility or IVF Treatment, breastfeeding and lactation, miscarriage and pregnancy loss, hysterectomies and vasectomies and for absences related to chronic reproductive health conditions such as endometriosis, dysmenorrhea, adenomyosis, polycystic ovary syndrome and menopause symptoms;
- monitoring for preventative healthcare issues related to prostate or for cervical or breast screening; and
- surgery or other treatment relating to reproductive organs.

Roster A timetable that shows the days and times employees are required to work.

SCHADS Award means the Social, Community, Home Care and Disability Services Industry Award.

Service Delivery means employees engaged in programs and services delivering homelessness and crisis prevention, social and affordable housing, employment skills and training, disability inclusion and support, mental health, alcohol & other drugs support, children youth families and communities support.

Sleepover means a continuous period during which an Employee is required to sleepover at Mission Australia's premises and be available to deal with any urgent situation, which may arise and need to be dealt with during the sleepover period.

Span of Hours The times of the day that ordinary hours are worked. Time worked outside the span of ordinary hours can attract overtime or penalty rates.

Standard Rate means the minimum wage for a Social and community services employee level 3 at pay point 3 in accordance with the Social, Community, Home Care and Disability Services Industry Award 2010 Award.

TESOL means Teaching English to Speakers of Other Languages

The Act means the Fair Work Act 2009 (Cth) as varied from time to time.

Unions means the United Workers Union (UWU), Australian Services Union (ASU), the Independent Education Union of Australia NSW/ ACT Branch (IEU), Health Services Union NSW/ ACT/ QLD branch (HSU) and the Australian Nursing and Midwifery Federation New South Wales Branch (ANMF NSW).

Workplace Delegate means an employee appointed or elected under the rules of an employee organisation who represent members of the organisation in the workplace.

Part 2 – Consultation and Dispute Resolution

7. Consultation Regarding Major Workplace Change

- 7.1 This term applies if the Employer:
- 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

- 7.2 For a major change referred to in clause 7.1 (a):
- a) The Employer must notify the relevant Employees of the decision to introduce the major change and their representative (if any); and
 - b) Clauses 7.3 to 7.9 apply.
- 7.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 7.4 If:
- a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- 7.5 As soon as practicable after making its decision, the Employer 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 the Employer 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; and
 - ii) Information about the expected effects of the change on the Employees; and
 - iii) Any other matters likely to affect the Employees.

- 7.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 7.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 7.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in clauses 7.2 (a) and 7.3 and 7.5 are taken not to apply.
- 7.9 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 the Employer'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

- 7.10 For a change referred to in clause 7.1 (b):
- i) The Employer must notify the relevant Employees of the proposed change; and
 - ii) Clauses 7.11 to 7.15 apply.
- 7.11 The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 7.12 If:
- a) A relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - b) The Employee or Employees advise the Employer of the identity of the representative; the Employer must recognise the representative.

- 7.13 As soon as practicable after proposing to introduce the change, the Employer 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 the Employer reasonably believes will be the effects of the change on the Employees; and
 - iii) Information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
 - iv) 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).
- 7.14 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 7.15 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- 7.16 In this term **Relevant Employees** means the Employees who may be affected by a change referred to in clause 7.1.

Special provisions relating to the guaranteed hours of part-time Employees

- 7.17 When exercising its rights under clause 7.1 (b), the Employer must consider:
- a) the reasonable availability of Employees, taking into account their family responsibilities and other relevant factors such as education and study commitments; and
 - b) Whether the Employee can be assigned to alternative duties; and
 - c) Exploring other options before reducing a part time Employee's working hours. For example, rather than reduce a part time Employee's hours at a particular Service/Program, the Employer will consider whether the Employee can instead be required to work at another neighbouring Service/Program.

8. Dispute Resolution

- 8.1 If a dispute relates to:
- a) A matter arising under the Agreement;
 - b) The National Employment Standards; or
 - c) Any other matter, provided that this dispute procedure will only be used for such matters once all other means of resolving the dispute have been exhausted.



This clause sets out procedures to settle the dispute.

- 8.2 An Employee who is a party to the dispute may appoint a representative at any time for the purposes of the procedures in this clause.
- 8.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, in accordance with the Employer Policy and Procedures and/or by discussions between the Employee or Employees and relevant Supervisors and/or Management.
- 8.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- 8.5 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:
 - c) Arbitrate the dispute; and
 - d) Make a determination that is binding on the parties.



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

- 8.6 While the parties are trying to resolve the dispute using the procedures in this clause:
- 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 the Employer to perform other available work at the same workplace, or at another workplace, unless:
 - i) The work is not safe; or
 - ii) Applicable occupational health and safety legislation would not permit the work to be performed; or
 - 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.
- 8.7 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this clause.

9. Individual Flexibility Arrangement

- 9.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- a) the agreement deals with one or more of the following matters:
 - i) arrangements about when work is performed;
 - ii) overtime rates;
 - iii) penalty rates;
 - iv) allowances;
 - v) leave loading; and
 - b) the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in clause 7.1 (a); and
 - c) the arrangement is genuinely agreed to by the employer and employee.
- 9.2 The employer must ensure that the terms of the individual flexibility arrangement:
- a) are about permitted matters under Section 172 of the Act; and
 - b) are not unlawful terms under Section 194 of the Act; and
 - c) result in the employee being better off overall than the employee would be if no arrangement was made.

- 9.3 The employer must ensure that the individual flexibility arrangement:
- a) is in writing; and
 - b) includes the name of the employer and employee; and
 - c) is signed by the employer and employee and if the employee is under 18 years of age, is signed by a parent or guardian of the employee; and
 - d) includes details of:
 - i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - ii) how the arrangement will vary the effect of the terms; and
 - iii) how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - e) states the day on which the arrangement commences.
- 9.4 The effect of any terms in this Agreement may be varied in an individual flexibility arrangement other than:
- a) terms dealing with redundancy – Part 7;
 - b) terms dealing with termination of employment – Part 7;
 - c) any terms associated with the classification of jobs; and
 - d) procedures for preventing and settling disputes – Part 2.
- 9.5 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 9.6 The employer or employee may terminate the individual flexibility arrangement:
- a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - b) if the employer and employee agree in writing – at any time.



Mission Australia understands Flexible Work Requests allow an Employer and Employee to make an arrangement which varies the effect of terms in the enterprise agreement in order to meet the genuine needs of both parties.

Part 3 – Types of Employment

10. Engagement of Employees

10.1 The Employer may require the Employee to carry out any work that is within their competence, subject to safety and statutory requirements, to the full extent of their capacity.

10.2 An Employee may be engaged on one of the following bases:

- a) Full time;
- b) Part time;
- c) Temporary; or
- d) Casual.

10.3 When an Employee commences employment, the Employer must provide the Employee with a written statement (which may be delivered by electronic means) of the terms of engagement, including the Employee's employment status and classification. Any subsequent variation to these terms of engagement must also be recorded in writing, and the Employer must provide a copy to the Employee.

11. Employment Categories

11.1 Full Time Employment

- a) A full time Employee is engaged for either 35 or 38 hours per week in accordance with clause 36 (Ordinary Hours of Work).

11.2 Part Time Employment

- a) A part time Employee is an Employee who is engaged to work on a regular basis for less than the full time equivalent ordinary hours.
- b) A part time Employee is entitled to the benefits under this Agreement on a pro rata basis.
- c) The minimum single engagement is the higher of:
 - i) three hours; or
 - ii) as varied in Part 10 – Employment Schedules.
- d) Where a part time Employee is regularly required to work more hours than the Employee's ordinary hours over an extended period, Mission Australia will review the Employee's part time work arrangements to determine whether the Employee's ordinary hours should be increased.
- e) At the time of engagement, the Employer and the part time Employee will agree on the Employee's Guaranteed Hours, including:
 - i) a regular pattern of work including the number of ordinary hours to be worked each week; and

- ii) the days of the week the employee will work and the starting and finishing times each day.
 - iii) For current Employees, at the commencement of this Agreement, the **Guaranteed Hours** shall be those agreed in writing at the commencement of employment or, if not so specified, shall be those which applied, on average, over the preceding 6 months.
- f) Due to fluctuations in client engagements at the Employers' services/programs, sickness, unplanned absenteeism or emergency situations, some or all of the part time Employee's Guaranteed Hours may be changed by mutual agreement between the Employer and the Employee either on a permanent or temporary basis.
 - g) An agreed change under clause 11.2(f) may include:
 - i) a change to the days of the week on which the Employee works; and/or
 - ii) a change to the Employee's starting and finishing times and/or;
 - iii) an increase in the Employee's hours up to full time hours in a week.
 - h) Where the Employer and the Employee agree to a variation of working hours, these hours will be treated as ordinary hours of work and not Additional (Overtime) Hours, provided that the varied hours do not exceed full time equivalent ordinary hours.
 - i) By agreement between the Employer and the Employee, part time Employees may work up to 10 ordinary hours per day within the spread of ordinary hours to a maximum of 38 hours per week, without the payment of Additional (Overtime) Hours.
 - j) An employer must not require a part-time employee to work additional hours in excess of their guaranteed hours. However, an employee may agree to work hours that are additional to their guaranteed hours.
 - k) Any other changes to a part time Employee's roster will be dealt with in accordance with clause 7 (Consultation).
 - l) The employer will offer part-time Employees the first option of taking on additional available hours in their Service/Program before considering engaging a casual Employee.

11.3 Employee Initiated Part Time Work and Right to Request Review of Part Time Hours

- a) The Employer supports flexible working arrangements that allow Employees to better combine their work and family lives.
Consistent with this principle, the Employer will take reasonable positive steps to accommodate an Employee request to work part time or to vary their existing part time hours.
- b) Consideration of requests for part time work will take into account:
 - i) the reasons for the Employee's request to convert to part time work;
 - ii) the impact the part time work will have on operational effectiveness; and
 - iii) any options that may reduce the operational impact of the Employee's conversion to part time work.

11.4 The commencement of part time work, or a change to part time hours, will only occur where agreement is reached between the Employee and Employer on the details of the part time work, including the number of ordinary hours, the days of work and the arrangements relating to start and finish times.

11.5 Part time work may be approved on an indefinite basis or for a fixed period of time. Where the part time work is for a fixed period of time, it may be continued by agreement, or if there is no such agreement, the Employee will revert to the working hours in place before commencement of part time work.

11.6 Casual Employment

- a) Casual Employees shall receive a 25 per cent loading on their Base Rate of Pay in lieu of access to all forms of paid leave (other than Long Service and Family & Domestic Violence Leave) and payment for public holidays on which the Employee is not required to work.
- b) Where a casual works an individual shift that meets the eligibility criteria for the various shift, weekend, public holiday or other penalties, they will be paid the relevant penalty in addition to the casual loading. The shift penalty is based on the Employee's Base Rate of Pay without the casual loading.
- c) A casual Employee will be engaged for a minimum period of 3 hours work or receive a minimum payment for 3 hours engagement and may work up to the number of ordinary weekly hours of a full time Employee.
- d) The casual loading is paid during any period of overtime.

- e) Casual overtime will be calculated on a weekly basis being over full time equivalent hours or will apply on a shift basis if the total hours are over 10 hours per shift.
- f) The employment of a casual Employee, may be terminated by 1 hours' notice by either the Employer or the Employee, or payment or forfeiture of 1 hours pay as the case may be.
- g) The Employer is committed to reducing reliance on casual employment in our Programs/Services. The Employer commits to:
 - i) Identifying and removing barriers to permanency for casual employees;
 - ii) Ensuring casual employees are made aware of opportunities and vacancies to convert to permanent work;
 - iii) Exploring opportunities to create permanent relief roles rather than rely on casual employees;
 - iv) Offering more flexible work arrangements for permanent employees.

11.8 Right to Request Casual Conversion

- a) A casual Employee may request their employment be converted to full time or part time employment in accordance with the provisions of The Act.
- b) A casual Employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
- c) Nothing in this clause obliges a regular casual Employee to convert to full time or part time employment, nor permits an Employer to require a regular casual Employee to so convert.
- d) Nothing in this clause requires an Employer to increase the hours of a regular casual Employee seeking conversion to full time or part time employment.

11.9 Temporary Employment

- a) An Employee may be employed for a fixed period of time to:
 - i) undertake a specified project;
 - ii) undertake a specified task which has a limited period of operation;
 - iii) replace an Employee who is on leave or is performing other duties temporarily; or
 - iv) to maintain optimal staffing levels throughout the year or where the Employer reasonably believes that the position held by the employer may not continue for a further 12 months.

- b) The maximum period of temporary employment is 2 years which may only be extended in accordance with the Act.
- c) This clause does not apply to Traineeships and Apprentices – Schedule M.

12. Labour Flexibility

- 12.1 To facilitate productivity and flexibility, as well as enhancing career opportunities for Employees, all Employees will be required to perform any work covered by a classification under this Agreement in the enterprise within the scope of their skills and competence.

13. Workplace Health and Safety

- 13.1 The Employer is committed to workplace health and safety and will ensure obligations under the workplace health and safety legislation are complied with and communicated to staff. Safety at Mission Australia is everyone's responsibility.

14. Performance Review Program

- 14.1 The Employer is committed to creating a workplace where efforts and achievements are recognised and rewarded. The Performance Review Program shall be governed in accordance with the business strategy which may be varied at the discretion of the Employer during the life of this Agreement.

Part 4 – Minimum Wages and Related Matters

15. Classifications

- 15.1 The definitions of the classification levels are contained in Part 10 – Employment Schedules to this agreement.
- 15.2 Part 10 – Employment Schedules lists the equivalent classifications included in the Modern Awards that would otherwise apply to Employees covered by this Agreement. Where there is any dispute about the correct classification for a job, the classification descriptions included in the Modern Awards referred to in the Schedules will be used as the sole basis for resolution of the dispute.

16. Minimum Wages

- 16.1 Employees shall be paid, as a minimum, the base hourly wage rate applicable to their employment prior to the making of this Agreement. Unless otherwise provided, such rates will be increased in line with clause 16.
- 16.2 Disputes relating to the calculation of the rates of pay will be dealt with in accordance with the dispute resolution procedures in clause 8.
- 16.3 The base hourly wage rates provided shall be increased in accordance with the Fair Work Commission Annual Wage Review Decision increase in award rates on 1 July each year (payable in the first full pay period).
- 16.4 The base hourly wage rates provided include an amount that is equal to the value of annual leave loading at 17.5% of 4 weeks' pay.
- 16.5 Notwithstanding the provisions of this Section, Employees' pay rates will be no less than 1 per cent higher than the relevant pay rate in the Modern Award that would otherwise apply to the Employee. The Modern Award pay rate to be used for this calculation will be equal to the pay rate that would be payable to the Employee if they were covered by the Award, including where transitional arrangements in the Award would be applicable, plus the value of annual leave loading.
- 16.6 Commencement rates shall be specified in Appendix 2 (Wage Rates) and progression shall be specified in the applicable Schedule.
- 16.7 To avoid any doubt, the Fair Work Commission Annual Wage Review Decision increases will continue to apply following the nominal expiry date of this agreement until such times as it is replaced or terminated.

- 16.8 The rates of pay derived are exclusive of wage-related allowances.
- 16.9 Allowances will be increased in line with the relevant modern award provisions.
- 16.10 Employees will be paid fortnightly in arrears into a financial institution account nominated by the Employee.
- 16.11 Where the Employee's rate of pay is set out as an annual figure, the following formula will be used to determine the fortnightly rate of pay.



Fortnightly pay = Annual Salary/26

16.12 Work Value Case Matters

- a) In the event that the Modern Awards pertaining to this Agreement are the subject of a successful Work Value Case to rates of ordinary pay or classifications, the Employer will consult with the relevant parties during the term of this Agreement.
- i) Where a percentage increase to ordinary time wages in Appendix 2 is applicable under this clause, employees will be entitled to the greater of:
- the Mission Australia Enterprise Agreement Rates; or
 - the Work Value Case Rates.
- ii) The Employer undertakes that any financial assistance delivered by the Commonwealth in regard to the rates of pay will be provided to employees in accordance with the Minister's instructions or guidance.

17. Salary on Commencement or Promotion

- 17.1 Where an Employee commences in Mission Australia or is promoted to a higher level, the Employee's Base Rate of Pay or annualised salary will be payable at the minimum pay point for the Employee's classification unless the Employer determines that a higher pay point is reasonable in the circumstances.

18. Advancement to higher pay points

- 18.1 The provisions of this Section will apply from the first full pay period on or after 1 July 2024 and apply to all Employees.
- 18.2 A permanent or temporary Employee will advance by 1 pay point within their classification from the first full pay period commencing on or after 1 July where the Employee:
- is not already at the top pay point for the classification;
 - has been assessed as having a satisfactory level of performance; and
 - has been at their existing pay point for at least 6 months as at 30 June in that year.
- 18.3 An exception to the date of pay point advancement specified in clauses 18.2 is where an Employee's existing pay point is less than the value of the next highest pay point under the relevant Modern Award. Where this is the case, the Employee will advance to the next highest pay point at the earlier of the first full pay period commencing on or after 1 July or the 12 month anniversary of the Employee moving to their existing pay point, subject to the Employee having been assessed as having a satisfactory level of performance.
- 18.4 Periods of unpaid leave or unauthorised absence will extend the date of pay point advancement by the period of the leave or absence.

18.5 Pay Point Advancement for Employees on Parental Leave

- From the first full pay period on or after 1 July each year, an Employee on parental leave will be eligible for progression from 1 pay point to the next within a classification if:
 - the Employee has 6 months at their current pay point within the classification as at 30 June; and
 - the Employee has demonstrated competency and satisfactory level of performance during the performance period; and
 - the Employee has acquired and satisfactorily used new or enhanced skills if required by Mission Australia.
- For the purpose of clause 18.5 (a) (i), time spent at a pay point will include time spent on approved parental leave, capped at 2 years from the commencement of the approved leave period.
- For the purpose of clause 18.5(a) (ii) and (iii), where an Employee is on parental leave at the time of the pay point progression, their performance will be assessed based on their performance assessment immediately prior to commencing parental leave.

The pay point progression will move in accordance with clause 18 – reference Advancement to higher pay point in main body of agreement.

- Nothing in this clause displaces the requirement for a casual Employee to have met the requirements of clause 18.6.
- 18.6 Mission Australia will advance a casual Employee to a higher pay point from the first full pay period commencing on or after 1 July each year where the Employee:
- has been assessed as having performed at a satisfactory level;
 - has been at their existing pay point for at least 6 months at 30 June in that year; and
 - has worked in excess of 875 hours at the same classification level and pay point within the previous 24 months.
- 18.7 Competency and satisfactory performance will be determined by the Employer in accordance with our employment policies and procedures.

19. Junior Rates

- 19.1 Subject to clause 16 (Minimum Wages), Junior Employees shall be paid, as a minimum, the relevant percentage of the applicable classification as prescribed in the relevant Modern Award.
- 19.2 The percentage specified in clause 19.1 will be applied to the Agreement rate of pay for the classification. Agreement increases prescribed in this clause apply to Junior base rates of pay. The Employer will not pay less than the relevant Modern Award transitional Junior rate.

20. Allowances

- 20.1 Allowances of a reimbursement nature will be the same for part time and full time Employees.
- 20.2 Costs for training for licenses, clearances and/or certifications:
- This clause applies where there is a legislative or Employer requirement for an Employee to have the following license, clearance or certificate:
 - first aid certificate;
 - food safety training;
 - Epi-Pen;
 - CPR;
 - Criminal Record Checks or checks associated with maintenance of working with children accreditation; and
 - any other form of license, clearance, certificate or training required by the Employer.

- b) Where the Employer has approved the Employee to undertake training to obtain that particular license, clearance or certificate referred to in (a), the course costs associated with this training will be met by the Employer, subject to the following:
 - i) Where the time spent undertaking the training occurs during normal working hours, the time will be paid for by the Employer; and
 - ii) The Employer must approve the training provider delivering the training.
- c) Where practicable the Employer will facilitate this training during ordinary work hours.

21. First Aid Allowance

- 21.1 A First Aid Allowance of \$39.52 per fortnight will be paid to Employees who are directed by Mission Australia to hold and maintain a first aid qualification and either:
- a) hold a current first aid qualification and who are appointed by Mission Australia as a First Aid Officer; or
 - b) are required to hold a first aid qualification and administer first aid as part of their normal duties.
- 21.2 For the purposes of this Section, reasonable work related expenses includes where an Employee is required to hold a First Aid qualification, the Employee is entitled to attend required training associated with attaining and retaining the qualification and the cost of the training will be either paid or reimbursed by Mission Australia.

22. Motor Vehicle Allowance

- 22.1 A Motor Vehicle Allowance is payable where an Employee agrees to a Mission Australia request to use their private vehicle for work related purposes, subject to this being agreed in advance.
- 22.2 The rate of motor vehicle allowance is the same as the “travelling, transport and fares” rate as specified in the SCHADS Award.

23. On Call Allowance

- 23.1 An Employee who is rostered to be on call shall be entitled to the following On Call Allowance:

Day	Call Out Allowance
Monday to Friday	1 hours pay for each day
Saturday, Sunday and Public Holidays	2 hours pay for each day

- 23.2 For the purposes of this Section, a day is defined as:
- a) for any day on which the Employee worked, the time between finishing work on 1 day and commencing work on the next day; or
 - b) for any day on which the Employee has not worked, it is a 24 hour period commencing when the Employee last finished work.
- 23.3 The higher On Call Allowance is payable where most of the on call period subject to the payment occurs on a Saturday, Sunday or public holiday.
- 23.4 An Employee being paid On Call Allowance must at all times be ready and available for work.

24. Call Out Allowance

- 24.1 Call Out Allowance is where an Employee is required to attend the workplace without advance notice, and this is not continuous with the Employee’s ordinary hours.
- 24.2 Call Out Allowance is paid at the following rates: for any call out.

Day	On Call Allowance
Monday to Saturday	150% for the first 2 hours; 200% thereafter
Sunday	200%
Public Holiday	250%

- 24.3 The minimum payment for any call out is equivalent to payment for 2 hours work at the relevant rate set out in clause 24.2.
- 24.4 The working time for payment of a Call Out Allowance includes reasonable travel time to and from the workplace.

25. Meal Break Allowance

- 25.1 An Employee will be supplied with an adequate meal where the Employer has adequate cooking and dining facilities or be paid an Meal Break Allowance of \$16.20 where an Employee is required to work additional hours for more than 2 hours beyond their ordinary ceasing time.

26. Broken Shift Allowance

- 26.1 An employee required to work a broken shift with one unpaid break in accordance with clause 41 (Broken Shifts) will be paid an allowance of 1.7% of the standard rate, per broken shift.
- 26.2 An employee who agrees to work a broken shift with 2 unpaid breaks in accordance with clause 41 (Broken Shifts) will be paid an allowance of 2.25% of the standard rate, per broken shift.

27. Supervision of Camps

- 27.1 An Employee and Employer may agree to an Employee supervising clients whilst on a camp.
- 27.2 An Employee who supervises a camp is entitled to the following:
- a) pay for 12 hours work on each day of the camp with a 15 per cent penalty and;
 - b) for permanent or temporary Employees, paid time off work following the camp as follows:
 - i) for a 2 day camp – 1 paid day off;
 - ii) for a 3 to 4 day camp – 2 paid days off;
 - iii) for a camp of more than 4 days – 3 paid days off;
 - c) for casual Employees:
 - i) for a 2 day camp – 7.6 hours pay without any casual loading;
 - ii) for a 3 to 4 day camp – 15.2 hours pay without any casual loading;
 - iii) for a camp of more than 4 days 22.8 hours pay without any casual loading.
- 27.3 An Employee and the Employer may agree to different entitlements to those set out in clause 27.2, subject to the Employee not being worse off overall.

28. Reimbursement of costs incurred while travelling

- 28.1 The Employer will either pay or reimburse Employees for reasonable costs incurred while travelling on Mission Australia business and the Employee is required to stay overnight.

29. Work Related Expenses

- 29.1 Mission Australia will either pay or reimburse an Employee for reasonable work-related expenses incurred by the Employee, as long as the payment or reimbursement is approved before the expense is incurred or approval after the expense has been incurred is considered by Mission Australia to be reasonable in the circumstances.
- 29.2 The Employer will pay or reimburse the cost of the vaccinations, where the Employer considers that it is necessary for an Employee to be vaccinated against certain infectious diseases because of the nature of their duties.
- 29.3 For the purposes of this Section, reasonable work related expenses includes the cost of criminal record checks or checks associated with maintenance of working with children accreditation where either of these are required of an existing Employee by the Employer.

30. Remote locality conditions

30.1 General

- a) A remote locality is one that is classified as remote in the Australian Statistical Geography Standard on the Commencement Date.
- b) A very remote locality is one that is classified as very remote in the Australian Statistical Geography Standard on the Commencement Date.
- c) Where an Employee is highly mobile in their working location, they are considered to be working in the locality in which the Employee's normal residence is located.

30.2 Remote Locality Benefits

- a) The following **remote locality benefits** will be provided to Employees working in a remote locality:
 - i) A payment of \$350 per year of Continuous Service (pro rata for Employees employed on a part time or casual basis), payable on a fortnightly basis; and
 - ii) additional non-accruable Personal/Carer's Leave credits of 3 days in any year of Continuous Service may be utilised where the Employee has 12 months Continuous Service and the Employee does not have any other Personal/Carer's Leave credits available.

30.3 Very Remote Locality Employee Benefits

- a) The following **very remote locality benefits** will be provided to Employees working in a very remote locality:

- i) assistance with transport to the nearest centre with a hospital where the Employee requires and is unable to obtain emergency medical assistance within their own locality, net of any assistance that is otherwise available from the State, Territory or Federal Governments;
 - ii) additional non-accruable Personal/Carer's Leave credits of 5 days in any year of Continuous Service that may only be utilised if the Employee does not have any other Personal/Carer's Leave credits available;
 - iii) an additional 5 days of Annual Leave credits per year of Continuous Service; and
 - iv) \$1,000 per year of Continuous Service (pro rata for Employees employed on a part time or casual basis), payable on a fortnightly basis.
- ii) travel costs for the Employee and their family;
 - iii) any non-reimbursable costs associated with the establishment of a home in the new location such as connection to utilities;
 - iv) temporary accommodation costs while the Employee is actively seeking permanent accommodation; and
 - v) other costs the Employer considers are reasonable in the circumstances.
- b) Where the Employer agrees to an Employee request to move to another work location, the Employee is not entitled to any financial assistance.

31. Relocation

31.1 General

- a) The provisions of this part relate to any permanent or temporary relocation of an Employee's position to another location.
- b) The Employer will not unreasonably require an Employee to move to a position at another location. In determining whether a decision to move the Employee is reasonable, the following factors should be taken into account:
 - i) the classification level of the Employee;
 - ii) the Employee's family circumstances and the impact the move may have on the Employee's family;
 - iii) any additional costs that would be incurred by the Employee;
 - iv) the amount of any additional travel time to and from work that would result.
- c) The Employer will not, without the Employee's consent, transfer an Employee to a position at another location that would reasonably require the Employee to change residence.

31.2 Assistance

- a) Where the Employer requires an Employee to move to another work location that reasonably requires that Employee to change residence, the Employer will pay or reimburse reasonable costs incurred by the Employee as follows:
 - i) cost of moving the Employee's and their families' personal effects;

32. Payment of Wages

- 32.1 All wages shall be paid fortnightly in arrears.
- 32.2 Wages shall be paid by electronic funds transfer and will be paid no later than Thursday following close of pay period into a bank account of the Employee's choice.
- 32.3 Employees will receive a payslip following the payment of wages consistent with the provisions of the Act.



Employees with Queries, Complaints or Grievances relating to the payment of wages or entitlements should contact their People Leader for resolution in the first instance.

33. Superannuation

- 33.1 The Employer will make superannuation contributions in accordance with relevant legislation. The Employer will not reduce an Employee's salary to cover any required increase in superannuation contributions.
- 33.2 Where permitted by legislation, an Employee may nominate a superannuation fund of their choice.
- 33.3 The default fund where an Employee does not choose a superannuation fund will be determined by the Employer.

34. Supported Salary for Employees with a Disability

- 34.1 Employees who have a disability to the extent that they meet the impairment criteria for the Disability Support Pension (DSP) may be employed under this Agreement and be paid a supported salary, appropriate to the classification in which they are employed, determined in accordance with the procedures and provisions included in Appendix 3.

35. Higher duties

- 35.1 Higher duties are where an Employee is required to temporarily perform a job that has a higher minimum Base Rate of Pay than the Employee's normal Base Rate of Pay.
- 35.2 Generally, Employees will not be required to undertake higher duties for periods of less than five days.
- 35.3 Where an Employee is required to undertake higher duties, the Employee will be paid at the minimum Base Rate of Pay for the higher level job for the entire period.
- 35.4 Where an Employee is required to undertake higher duties for more than 4 weeks, their remuneration and other entitlements after the first 4 weeks will be the same as if the Employee was permanently at that level.
- 35.5 Where an Employee is required to temporarily perform a higher level job that is not covered by this Agreement for a period of more than 1 week, their remuneration and other benefits will be as determined by the Employer.

Part 5 – Hours of work, Penalties, Overtime and Breaks

36. Ordinary Hours of Work

36.1 The weekly full time ordinary hours of work are:

- a) 35 hours for Employees classified as:
 - i) Operations Support, excluding Employees classified as Operations Support Employees whose full time hours are 38 at the Commencement Date;
 - ii) a Personal or Executive Assistant;
 - iii) teachers who are working in a pre-school;
 - iv) National Office based Administrative Employees;
 - v) Housing Employees.
- b) 38 hours for all other Employees.

36.2 The ordinary hours of work of all full time Employees shall be an average of full time equivalent ordinary hours per week worked over a 1, 2 or 4 week work cycle.

36.3 Ordinary hours will be worked in periods not exceeding 8 hours per day or by mutual agreement up to 10 ordinary hours per day within the spread of ordinary hours.

38. Span of Hours

38.1 Span of Hours are as specified below or as varied in Part 10 – Employment Schedules.

38.2 The span of hours during which an Employee may be rostered or required to work their ordinary hours, other than Employees who are working shiftwork, are 6.00am to 8.00pm, Monday to Friday.

37. Working Hours Arrangements

37.1 Employees may be required to work under one of the following working hours arrangements:

a) Shiftwork	where the Employee works according to a roster that includes shifts that finish after 8.00pm or commence before 6.00am.
b) 24 Hour Care Arrangements	where the Employee is rostered to provide 24 hour care to a client at the client’s residence.
c) Non Rostered Shiftwork	where the Employee works according to a roster that may include weekend work and rostered days off arrangements.
d) Non Rostered Work	<p>the normal full time hours are:</p> <ul style="list-style-type: none"> • 7 hours 36 minutes each day Monday to Friday where full time weekly ordinary hours are 38; or • 7 hours each of those days where full time weekly ordinary hours are 35.
e) Irregular Casual Work	the Employee’s hours are uncertain and subject to change at short notice.

39. Shiftwork

- 39.1 Notwithstanding the provisions of clause 37 (Working Hours Arrangements), Employees may be employed as shiftworkers.
- 39.2 The ordinary hours, inclusive of meal breaks for shiftworkers will not, without payment of overtime, exceed an average of full time equivalent hours per week to be worked over a 1, 2 or 4 week cycle.
- 39.3 The following shift penalties shall apply to Employees' ordinary hours, subject to the Employee being paid the highest shift penalty where more than one penalty is applicable:

40. 24 Hour Care

- 40.1 A 24 hour care shift is where an Employee is required to be available for duty at a client's residence for a 24 hour period. During this period, the Employee is required to provide the client with the services specified in the care plan. The Employee is required to provide a total of no more than 8 hours of care during this period.
- 40.2 For the purposes of this Section, the client's residence can be a residence that has been made available to the client by Mission Australia or some other body for a period of time.

Shift	Definition	Shift Worker % penalty	Non Shift Worker % penalty
a) Day	any shift that commences on or after 6.00am and finishes at or before 6.00pm, Monday to Friday		
b) Afternoon	any shift that finishes after 6.00pm and at or before 8.00pm, Monday to Friday	15% (for hours worked between 6.00pm and 8.00pm)	15% (for hours worked between 6.00pm and 8.00pm, Monday to Friday)
c) Evening	any shift that finishes after 8.00pm and at or before 12.00 midnight, Monday to Friday	15% penalty for the entire shift	
d) Night shift	any shift that finishes after 12.00 midnight or commences before 6.00am, Monday to Friday	30% penalty for the entire shift	
e) Saturday shift	means any time worked on a Saturday	50% penalty for any hours worked on a Saturday	50% penalty for any hours worked on a Saturday
f) Sunday shift	means any time worked on a Sunday	100% penalty for any hours worked on a Sunday	100% penalty for any hours worked on a Sunday
g) Public Holiday shift	means any time worked on a public holiday	150% – for any hours worked on a public holiday	150% – for any hours worked on a public holiday

- 40.3 The Employee will normally have the opportunity to sleep during a 24 hour care shift and a bed in a private room will be provided to the Employee for these purposes.
- 40.4 The Employee will be paid for 8 hours work for each 24 hour period at 155 per cent of the Employee's normal rate of pay. For these purposes, the Employee's normal rate of pay is the Employee's Base Rate of Pay plus any weekend or public holiday penalties but does not include any other penalties such as shift penalties.
- 40.5 Any hours that are in excess of complete 24 hour periods will be paid on a pro rata basis. For example, if an Employee is required to be available for duty at a client's residence for 60 hours, the Employee will be paid for 20 hours of work at 155 per cent of the Employee's Base Rate of Pay. This is comprised of 16 hours for the first 48 hours and then 4 hours for the remaining 12 hours.
- 40.6 Employees providing 24 hour care under this Section are not entitled to payment of a sleeper allowance.

41. Broken Shifts

- 41.1 This Section only applies to Employees classified as Community Service and Housing Employees and only while undertaking disability services work and Children's Services Employees engaged in work in a Pre School.
- 41.2 The Employer may require an Employee to work broken shifts. This is where the Employee's shift on a day has a break of at least 2 hours between the first part of the shift and the second part of the shift.
- 41.3 The maximum span of a broken shift is 12 hours. All work performed beyond a span of 12 hours will be paid at 200 per cent.
- 41.4 An employee who works a broken shift must be paid the allowance in clause 26 (Broken Shift Allowance).
- 41.5 Payment for a broken shift will be at ordinary pay with shift penalty and shift allowances payable (if applicable), determined by the commencement time of the broken shift.
- 41.6 Existing Employees who are not working broken shifts cannot be required to work split shifts without the consent of the Employee.
- 41.7 An employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.

42. Rostering

- 42.1 The Employer shall arrange the work of the Employees by way of a roster which will usually be determined at least 2 weeks in advance.
- 42.2 Changes to a roster may be made within 2 weeks of the commencement of the roster by agreement between the Employer and the Employee or Employees affected by the change.
- 42.3 The Employer will prepare a roster setting out Employees' weekly working times including the times of commencing and ceasing duty.
- 42.4 The Employer will give due consideration to an Employee's personal circumstances in the making and changing of rosters and balance these needs against the business requirements.

43. Rostered Days Off (RDO)

- 43.1 RDO arrangements may apply for an individual Employee or a group of Employees where the Employer and the individual Employee or a majority of the group of Employees are in agreement.
- 43.2 RDO arrangements are a structured way of utilising flexibility. The features of the rostered day off arrangements are:
- a) they will be based on a rostered day off cycle of 2 or 4 weeks;
 - b) Employees' normal daily working hours will be arranged such that the Employee works sufficient additional time each day in order to have 1 day off during the roster cycle – this day is called the Employee's RDO;
- 43.3 Leave will be based on the Employee's rostered hours of work. This means that the Employee will continue to accrue any RDO hour credits during any periods of leave to allow their normal RDO to proceed.
- 43.4 Where an Employee is required to work on their RDO due to pre-arranged requirements such as attendance at group training, the Employee will be provided with an alternate day off.
- 43.5 Where an Employee is required to work on their RDO without an alternate day off being identified, the hours will be treated as overtime and be paid to the Employee at the appropriate overtime rate.

44. Additional Working Hours

44.1 Overtime

- a) Employees may be requested to work reasonable additional hours and this will be discussed with their People Leader prior to working any additional hours.
- b) Overtime provisions are as specified below or as varied in Part 10 – Employment Schedules.

c) Full time employees

- i) A full time employee will be paid the following payments for all work done in addition to their rostered ordinary hours on any day and, in the case of day workers, for work done outside the span of hours:

Day	Shift Penalty
Monday to Saturday	150% for the first 2 hours; 200% thereafter
Sunday	200%
Public Holiday	250%

- ii) overtime rates under this clause will be in substitution for, and not cumulative upon, the shift premiums prescribed in clause 39 (Shiftwork).

d) Part time employees and casual employees

- i) All authorised time worked by part time or casual employees in excess 10 hours per day; or in excess of 38 hours per week or 76 hours per fortnight; or outside the span of hours, will be paid:

Day	Shift Penalty
Monday to Saturday	150% for the first 2 hours; 200% thereafter
Sunday	200%
Public Holiday	250%

- ii) Time worked up to the hours prescribed in clause 44.1 (d) (i) will, subject to clause 11.2(f), not be regarded as overtime and will be paid for at the ordinary rate of pay (including the casual loading in the case of casual employees).

Overtime rates payable under clause 44.1 (d) will be in substitution for and not cumulative upon the shift premiums prescribed in clause 39 (Shiftwork) and are not applicable to ordinary hours worked on a Saturday or Sunday.

44.2 Time off instead of payment for overtime (TOIL)

- a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 44.2 (a).
- c) An agreement must state each of the following:
 - i) the number of overtime hours to which it applies and when those hours were worked;
 - ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
 - iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
 - iv) that any payment mentioned in subparagraph (iii) must be made in the next pay period following the request.
- d) The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.
- e) Time off must be taken:
 - i) within the period of 6 months after the overtime is worked; and
 - ii) at time(s) within that period of 6 months agreed by the employee and employer.
- f) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in clause 44.2 (e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked, based on the rates of pay applying at the time payment is made.

- g) The employer must keep a copy of any agreement under clause 44.2 (c) as an employee record.
- h) An employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement to take time off instead of payment for overtime.
- i) An employee may, under Section 65 of the Act, request to take time off, at time(s) specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 44.2 will apply, including the requirement for separate written agreements under clause 44.2 (c) for overtime that has been worked.
- j) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 44.2 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked, based on the rates of pay applying at the time payment is made.

45. Working Hours while Travelling

- 45.1 Where an Employee is required to travel to a locality other than their normal work locality, the Employee will be entitled to travel time during working hours or time off in lieu where:
- a) the Employee is travelling to the locality or returning home from the locality outside of their normal working hours; and
 - b) the amount of travelling time, either to the locality or returning home from the locality, that is outside of their normal working hours is at least 30 minutes more than the normal travel time to or from the Employee's normal work location.
- 45.2 For avoidance of doubt, clause 38.1 (Span of Hours) only applies on the day the Employee leaves their home locality and the day the Employee returns to their home locality.
- 45.3 Where the conditions in clause 38.1 are satisfied, the amount of time off in lieu is equal to:
- a) the time from the Employee commencing travel to the locality until their normal starting time less the normal travel time to work; and
 - b) the time from the Employee's normal finishing time until they complete the travel from the locality, less the normal travel time from work.

- 45.4 Where an Employee travels to or from a locality on a day before or after a day they normally work, only the time actually spent in travel will count as time in lieu.
- 45.5 Time off in lieu under this Section must be taken as soon as reasonably practicable and no more than 8 weeks after it has accrued. The timing of the time off in lieu should be by mutual agreement between the Employee and the Employee's People Leader where possible. Where this is not possible, the Employee's People Leader may determine the timing of the time off in lieu, taking into account the Employee's preferences.
- 45.6 While an Employee is working in a locality other than their normal work locality, the Employee's working hours for each day will be the Employee's ordinary hours unless they work additional hours that have been approved by the Employer in which case:
- a) Employees will be entitled to Overtime in accordance with clause 44.1 (Overtime); or
 - b) Employees may elect to take the time as TOIL in accordance with clause 44.2 (TOIL).

46. Breaks

46.1 Meal Break

- a) Each employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes duration, to be taken at a mutually agreed time after commencing work.
- b) Where an employee is required to work during a meal break and continuously thereafter, they will be paid overtime for all time worked until the meal break is taken.
- c) The Employer may agree to an Employee request to have a longer meal break.
- d) Where the Employer requires an Employee to remain at the workplace throughout their meal break, the break will be paid, and counted as time worked.

46.2 Rest Breaks

- a) The following rest break entitlements apply under this Agreement:
 - i) 10 minute paid break in each 4 hours worked at a time to be mutually agreed subject to mutual agreement, such rest break intervals may be combined;
 - ii) an unpaid meal break of between 30 and 60 minutes between the 4th and 6th hour of work which must be taken if the Employee is working at least 6 hours on that day as determined by the Employer;
 - iii) Rest breaks will count as time worked.

47. Right to Disconnect

47.1 An Employees right to disconnect will be in accordance with the provisions of The Act.

48. Recording attendance

48.1 An employee must maintain an accurate record of their attendance and applicable allowances using the Employer's time and attendance system including starting and finishing times and breaks, along with recording leave and/or absences.

Part 6 – Leave and Public Holidays

49. General Leave Provisions

- 49.1 All deductions of leave will be based on the Employee's rostered hours of work.
- 49.2 Part Time employees are entitled to leave on a pro rata basis.

50. Annual Leave

- 50.1 Except as varied by this Agreement, full time and part time Employees are entitled to Annual Leave in accordance with the provisions of the Act and the NES that is, an Employee is entitled to accrue an amount of paid Annual Leave of 4 weeks for each completed year of continuous service, on a pro rata basis, credited to Employees each fortnight;
 - a) For the purposes of the additional week of leave provided by the NES, a shiftworker is entitled to an additional 1 week of Annual Leave for each 12 months of work when they work for more than 4 ordinary hours on 10 or more weekends in a year.
- 50.2 Annual Leave accrues progressively throughout the year and accumulates from year to year.
- 50.3 Paid Annual Leave may be taken for a period agreed between an Employee and the Employer. Applications for Annual Leave will not be unreasonably refused.
- 50.4 Employees other than shiftworkers will be paid their Base Rate of Pay while on Annual Leave.
- 50.5 Employees who are shiftworkers, will be paid their Base Rate of Pay plus the shift penalty that would otherwise have applied if they had been at work during their Annual Leave. Where there is any doubt about the shift penalties that would have applied during an Employee's Annual Leave, the shift rosters for the last full shift cycle will be assumed to apply to the Employee's Annual Leave.
- 50.6 Employees will not accrue any Annual Leave during any unauthorised absences or unpaid leave that is not to count as service.
- 50.7 An Employee is not entitled to take or accrue Annual Leave while absent from work on account of an injury or illness for which the Employee is receiving workers compensation payments unless the taking or accruing of leave during a compensation period is permitted by the relevant State or Territory workers' compensation law.
- 50.8 This clause does not apply to casual Employees.

50.9 Cashing Out of Annual Leave

- a) An Employee may request to cash out an amount of accrued Annual Leave, with the agreement of the Employer, subject to the following:
 - i) The agreement must be in writing, signed by both the Employer and the Employee (or the Employee's parent/guardian if aged under 18 years) and the Employer must retain the agreement as an Employee record.
 - ii) The written agreement must specify the amount of leave to be cashed out, the payment to be made to the Employee, and the date upon which the payment will be made.
 - iii) Annual Leave cannot be cashed out if it would result in the Employee's remaining entitlement being less than 4 weeks (or equivalent for part time Employees).
 - iv) Employees are not permitted to cash out more than 2 weeks' (or equivalent for part time Employees) accrued Annual Leave in any 12 month period.
 - v) Employees are not permitted to cash-out Annual Leave and also access the purchased additional leave as provided for in clause 61 (Purchased Leave).
 - vi) The Employee must be paid the amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone, including leave loading.

50.10 Maximum Annual Leave Balance

- a) Where an Employee has an annual leave balance in excess of 8 weeks (or 10 weeks for a shiftworker), the Employer may require the Employee to take sufficient Annual Leave to reduce their leave balance to 6 weeks.
- b) The timing of this leave should be by mutual agreement, where reasonably possible.
- c) Where this is not reasonably possible, the Employer may determine the timing of the leave as long as the Employee is provided with at least 8 weeks' notice of the commencement of the leave.
- d) An Employee to whom a direction has been given under paragraph c) may request to take a period of paid annual leave as if the direction had not been given.

50.11 Annual Leave Loading

- a) Annual Leave Loading is not payable under this Agreement and is instead included in the Employees' base hourly wage rate.

50.12 Annual Leave Service Recognition

- a) Any Employee who reaches a 5 year anniversary of service with the Employer after the Commencement Date and every 5 years of service thereafter (that is, 5 years of service, 10 years of service, 15 years of service, etc.) will have their Annual Leave balance increased by 5 days, pro rata for part time Employees, at the time the anniversary is reached.
- b) The additional Annual Leave entitlements specified in clauses 50.12 are provided to the Employee once only at each 5 year milestone and are not an ongoing increase in the Employee's yearly Annual Leave entitlements.

51. Shut Down

- 51.1 Where a Mission Australia workplace, or part of a workplace, shuts down for a period of time, Employees working in that workplace or part of the workplace may be required to take Annual Leave, or other paid/unpaid leave, for the duration of the shutdown. Where this is the case, the Employer will provide affected Employees with at least 4 weeks' notice of the shutdown.
- 51.2 Where it is not possible to provide 4 weeks' notice of a shut down and the Employer is unable to maintain a continuous service, the Employer will provide as much notice as possible of the shut down.

52. Personal/Carer's Leave

- 52.1 Personal Leave is any leave taken:
 - a) Because the Employee is not fit for work because of a personal illness, or personal injury affecting the Employee (**Sick Leave**); or
 - b) To provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support (**Carer's Leave**) because of:
 - i) A personal illness or personal injury affecting the member; or
 - ii) An unexpected emergency affecting the member.
 - c) For the purpose of wellbeing (**Wellbeing Leave**) recognising that addressing health and wellbeing can lead to healthier and happier Employees and that safeguarding Employee health and wellbeing is an important part of our organisational culture and identity. Wellbeing Leave may be taken on 2 days or part thereof per year of continuous service with advanced notice from the Employee,

where the employee takes a single day of leave without the need for evidentiary requirements.

- 52.2 Full time permanent and temporary Employees will be entitled to 12 days (pro rata for part time Employees) paid Personal Leave in accordance with the provisions of the Act and NES.
- 52.3 Personal/Carer's Leave accrues on a pro rata basis.
- 52.4 Accrual of Personal/Carer's Leave credits will be deferred by the length of any period of unauthorised absence, unpaid leave that is not to count as service or any other period that does not count as service.
- 52.5 Employees, including shiftworkers, will be paid their normal Base Rate of Pay during any period of Personal/Carer's Leave.
- 52.6 An Employee is not entitled to take or accrue Personal/Carer's Leave while absent from work on account of an injury or illness for which the Employee is receiving workers compensation payments unless the taking or accruing leave during a compensation period is permitted by the relevant State or Territory workers compensation law.
- 52.7 Unused Personal/Carer's Leave credits will accumulate from year to year without limit.
- 52.8 Unused Personal/Carer's Leave credits will not be paid out on termination of employment.



Employees engaged prior to the commencement of the Agreement whom received Personal/Carer's Leave credits at the beginning of each year, will revert to accrual methodology at their service date anniversary.

- 52.9 The Employee must notify the People Leader, of their inability to attend for work as early as practicable prior to the normal commencement time.

52.10 Approval of Personal/ Carer's Leave

- a) The Employer will, subject to the availability of Personal/Carer's Leave, and the provision of acceptable evidence, where required, approve paid Personal/Carer's Leave for an Employee where the leave meets the requirements of Section 53.1. Evidence that would satisfy a reasonable person (such as a medical certificate or statutory declaration) must be provided by Employees for absences due to personal injury or illness for absences of 2 or more days, or where the Employee has taken 5 or more single day absences during the previous 12 months (not including leave taken pursuant to clause 53.1 (c) Wellbeing Leave, unless the Employer waives this requirement.

- b) The Employer may request evidence for an absence of a single day where it considers this is necessary to verify the reasons for the Employee's absence and subject to the request being made in sufficient time to allow the Employee to obtain such evidence.
 - c) The Employer may require an Employee to provide appropriate verification of the reasons for seeking Personal/Carer's Leave where it is for a reason other than personal illness or injury as follows:
 - i) where the leave is because of an illness or injury of a family or household member – a medical certificate; or
 - ii) where the leave is because of an unexpected emergency affecting a family or Household member – a statutory declaration or other form of verification acceptable to the Employer.
 - iii) In the case of personal leave, the evidence must state the period or approximate period that the Employee will be unable to work, for any absence in respect of which the Employee claims Personal Leave/Carer's, irrespective of duration.
 - d) An Employee may not take Personal/Carer's Leave while on paid Parental Leave.
 - e) Personal Leave entitlements will be cumulative from year to year.
- i) an illness or injury of an Immediate Family or Household member, or
 - ii) an unexpected emergency affecting an Immediate Family or Household member.
 - iii) An employee can't take unpaid carer's leave during a particular period if the employee could instead take paid sick and carer's leave (this does not apply to casuals who have no entitlement to paid sick and carer's leave).
- 53.2 The Employee is required to provide the Employer with notice of the requirement to take unpaid Carer's Leave as soon as practicable.
- 53.3 The Employer may require verification of the reason for taking unpaid Carer's Leave in accordance with clause 53.10 (c).
- 53.4 Where the Employee does not comply with their obligations under this Section, other than because of circumstances beyond their control, the leave may not be approved and may be regarded as an unauthorised absence and without pay.

54. Compassionate Leave

- 54.1 A permanent or temporary Employee is entitled to paid Compassionate Leave of up to 3 days for each occasion when a member of the Employee's Immediate Family or Household:
- a) is suffering from a life threatening illness or injury; or
 - b) dies.
- 54.2 An Employee is entitled to an additional 2 days of paid Compassionate Leave in respect of the death of the Employee's partner, parent, grandparent, child, grandchild or sibling.
- 54.3 To be eligible for Compassionate Leave under this Section, the Employee may be required to provide verification of the illness, injury or death. The verification of the illness or injury may require certification from a medical practitioner that the illness or injury poses a serious threat to the person's life.
- 54.4 The Employer may provide Compassionate Leave entitlements for the death of a member of an Employee's cultural kinship group or extended family where the Employer considers that the Employee's relationship with that person is similar in nature to that of the Employee's Immediate Family. The Employer may require the Employee in these circumstances to provide information that verifies the nature of the relationship.
- 54.5 Where an Employee is unfit for work following a period of Compassionate Leave due to grief or a similar reason, they will be able to take additional leave under the Personal/Carer's Leave provisions.

52.11 Personal/ Carer's Leave – notification

An Employee must notify their People Leader of their absence and intention to apply for Personal/Carer's Leave as soon as is practicable.

52.12 Personal/ Carer's Leave – failure to comply with obligations

Where an Employee fails to comply with their obligations as specified in this Section, other than because of circumstances beyond the Employee's control, the absence may be regarded as unauthorised and without pay.

53. Unpaid Carer's Leave

- 53.1 All Employees (including casuals) are entitled to unpaid Carer's Leave in accordance with the Act, that is, for each permissible occasion, a period of up to two consecutive days per occasion.
- a) unpaid Carer's Leave to provide care or support for members of their Immediate Family or Household who require care or support because of:

55. Elder and Disabled Care Leave

- 55.1 Permanent Employees with 12 months of Continuous Service may take up to 12 months unpaid leave to care for a member of the Immediate Family who requires care or support due to their age or disability.
- 55.2 The Employer will only refuse an application for Elder or Disabled Care Leave on reasonable business grounds.

56. Parental Leave

- 56.1 Employees are entitled to Unpaid parental leave in accordance with the NES.

56.2 Paid Parental Leave

- a) Paid Parental Leave is in addition to any paid parental leave arrangements funded by the Federal Government.
- b) Entitlements in this Section relating to adoption of a child are only available where the adopted child:
 - i) is under 5 years of age at the date of placement of the child;
 - ii) has not lived with the Employee for more than 6 months at the date of placement of the child; or
 - iii) is not a child or step-child of the Employee's Partner.
- c) Permanent Employees who have at least 12 months of Continuous Service are entitled to the following paid Parental Leave entitlements on the birth or adoption of a child:
 - i) in the case of the birth of a child of the Employee, the birth mother is entitled to 12 weeks of paid Parental Leave;
 - ii) in the case of the adoption of a child, the primary care giver is entitled to 12 weeks of paid Parental Leave;
 - iii) if the Employee has at least 4 years Continuous Service and is the birth mother or primary care giver of an adopted child, an additional 3 weeks of paid Parental Leave.
- d) Permanent and temporary Employees who have at least 12 months of Continuous Service with Mission Australia and who are not entitled to paid Parental Leave under clause 56.2 (c), are entitled to 2 weeks of paid Parental Leave on birth or adoption of a child to be taken within 6 weeks of the birth or placement of the child.
- e) For the purposes of this Section, the 12 months and/or 4 years of Continuous Service must have been reached by the latter of the

expected or actual date of birth of the child or placement of the adopted child.

- f) Employees entitled to paid Parental Leave may take the leave at half pay. Where an Employee elects to take their leave at half pay, the period of service that accrues in respect of that leave will be as though the Employee took the leave on full pay.

56.3 Transfer to a Safe Job During Pregnancy

- a) This section applies to a pregnant Employee if:
 - i) She is entitled to unpaid Parental Leave under clause 56.1; and
 - ii) She provides to the Employer evidence that would satisfy a reasonable person that she is fit for work, but that it is inadvisable for her to continue in her present position during a stated period (the risk period) because of:
 - Illness, or risks, arising out of her pregnancy; or
 - Hazards connected with that position.
- b) If this Section applies to an Employee:
 - i) The Employer must transfer the Employee to an appropriate and available safe job during the risk period with no other change to the Employee's terms and conditions of employment; or
 - ii) If there is no appropriate safe job available, the Employee will be entitled to paid no safe job leave for the risk period at the Employee's Base Rate of Pay for her ordinary hours of work in the risk period.

56.4 Special Maternity Leave

- a) A female Employee is entitled to unpaid special maternity leave if she is not fit for work during a period because:
 - i) She has a pregnancy related illness; or
 - ii) She has been pregnant, and the pregnancy ends within 28 weeks of the expected date of birth of the child other than by the birth of a living child.
- b) The Employer may require the Employee to provide medical evidence that she is not fit for work.
- c) Any period of special maternity leave taken will reduce the maximum unpaid Parental Leave available to the Employee.

56.5 Additional Parental Leave

- a) An Employee who has taken Parental Leave under clause 56.1 or 56.2 may request additional unpaid Parental Leave up to a maximum of 24 months after the date of birth or placement of the child. Where the Employee makes such a request:
 - i) it must be made no later than four weeks before the end of the Employee's available Parental Leave period;
 - ii) must commence immediately following the completion of the Employee's other Parental Leave taken under clauses 56.1 or 56.2;
 - iii) The Employer may only refuse the request on reasonable business grounds; and
 - iv) The Employer's response to the request must be provided in writing to the Employee within 21 days of the request and where the request is refused, state the reasons for refusing the request.
- b) A period of additional Parental Leave may be extended or shortened on application by the Employee, subject to maximum limits specified in this Section, as long as the employee provides the Employer with at least 14 days written notice.

56.6 Consultation with Employee on Parental Leave

- a) If an Employee is on a period of Parental Leave and the Employer makes a decision that will have a significant effect on the status, pay or location of the Employee's pre-parental leave position, the Employer will take all reasonable steps to give the Employee information about, and an opportunity to discuss, the effect of the decision on that position.

56.7 Return to Work Guarantee following Parental Leave

- a) 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. Where the pay rate for such position is lower than the Employee's pre-parental leave position and the Employee elects not to move to that position, the Employee will be subject to the provisions of clause 68 (Redundancy).

57. Long Service Leave

- 57.1 Employees are entitled to Long Service Leave in accordance with the provisions of the relevant State or Territory Legislation in the State or Territory in which the Employee is employed.
- 57.2 The Employer may agree to an Employee request to take a period of Long Service Leave at half pay. Where this is agreed, half of the period of half pay Long Service Leave will not count as service but will not break continuity of service.
- 57.3 Approval of an Employee request to take Long Service Leave at half pay by the Employer is entirely at the discretion of the Employer.

58. Community Service Leave

- 58.1 Employees are entitled to Community Service Leave in accordance with the Act and the NES that is, eligible Employees are entitled to be absent from work for the purpose of performing certain community service activities, such as:
 - a) A **"voluntary emergency management activity"**;
 - b) **Jury service** (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory;
 - c) for any other activity prescribed in the Fair Work Regulations as being applicable to Community Service Leave.
- 58.2 All Community Service Leave is unpaid except for:
 - a) the payment provisions for jury service outlined in this Section; and
 - b) up to 5 days of paid leave each calendar year for voluntary emergency management activity as defined in clause 58.1 (a).
- 58.3 Where a permanent or temporary Employee is on Community Service Leave while on jury service, the Employer will pay the Employee the difference between payments received for the jury service and the Employee's Base Rate of Pay for the duration of the jury service.
 - a) Employees shall notify the Employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide the Employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.
 - b) If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.

- 58.4 For the purposes of this Section, an Employee engages in voluntary emergency management activity if:
- a) the Employee engages in an activity that involves dealing with an emergency or natural disaster; and
 - b) the Employee is engaged in the activity on a voluntary basis (whether or not the Employee directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment wholly or partly for engaging in the activity); and
 - c) the Employee is a member of, or has a member like association with, a Recognised Emergency Management Body; and either:
 - i) the Employee was requested by or on behalf of the body to engage in the activity; or
 - ii) no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.

59. Family and Domestic Violence Leave

- 59.1 Employees are entitled to this leave as provided for in the NES.
- 59.2 The Employer will provide up to 3 days paid Other Leave on the first occasion in a year.
- 59.3 The Employee shall give the Employer notice of the taking of the leave under this Section and if required by the Employer, evidence that would satisfy a reasonable person that the leave was for the purposes of medical and legal assistance, court appearances, counselling, relocation or the making of other safety arrangements.
- 59.4 Evidence that would satisfy a reasonable person of family and domestic violence may be required and may include a document issued by the police service, a court, a doctor (including a medical certificate), district nurse, maternal and child health care nurse, a family violence support service or lawyer or a statutory declaration.
- 59.5 After an Employee has accessed the NES entitlement, the 3 days of leave identified at clause 59.2, Employees may request and be granted further Other Leave in accordance with clause 64 (Other Leave).

60. Ceremonial and Cultural Leave

- 60.1 The Employer may grant up to 8 weeks leave per year unpaid Ceremonial & Cultural Leave, to Aboriginal or Torres Strait Islander Employees for ceremonial purposes that are:
- a) Connected with the death of a member of an immediate family member or a member of an Employees cultural kinship group or extended family where the Employer considers that the Employee's relationship with that person is similar in nature to that of the Employees Immediate Family. The Employer may require the Employee in these circumstances to provide information that verifies the nature of the relationship.
 - b) Ceremonial obligations under Aboriginal or Torres Strait Islander lore (law) and are inclusive of Sorry Business, National Sorry Day, NAIDOC Week celebrations, or a ceremonial bereavement obligation defined by the individual's customary lore/law.
- 60.2 Permanent and temporary Aboriginal and Torres Strait Islander Employees may be granted 1 day of paid Ceremonial & Cultural Leave each year where the Employee will be participating in official NAIDOC week celebrations. This entitlement does not accrue if unused in 1 year. Casual Employees may apply for leave without pay.
- 60.3 The Employee must be able to establish to the Employer that they have an obligation under Aboriginal and Torres Strait Islander custom and/or traditional law to participate in ceremonial activities to be granted such leave.
- 60.4 Ceremonial Leave granted under this entitlement in cases of a death of a member of the immediate or extended family will be taken consistent with clause 54 (Compassionate Leave).
- 60.5 If the Employee falls ill during the ceremonial event and can no longer participate in the event, leave will be converted to Personal/Carer's Leave with the provision of a medical certificate.



NOTE: Many Aboriginal people use the word "business" in a distinct way, to mean "matters". Funeral and mourning practices are commonly known as Sorry Business. Financial matters are referred to as Money Business, Cultural Obligations are referred to as Cultural Business, Traditional Owner matters are referred to as Traditional Owner Business, Community matters are referred to as Community Business and the secret-sacred rituals distinct to each gender are referred to as Women's Business and Men's Business.

61. Purchased Leave

- 61.1 Permanent Employees may request to purchase an amount of 1 week to a maximum of 4 weeks of Purchased Leave each year.
- 61.2 When considering an Employee's application for Purchased Leave, the Employer will take into account:
- the reasons for the Employee requesting the additional leave;
 - the operational impact of the additional leave;
 - the Employee's annual leave balance at the time; and
 - the Employee's personal circumstances.
- 61.3 Where the Employer approves an application for Purchased Leave, the Employee will have an amount deducted from their fortnightly salary to ensure that the value of the Purchased Leave is paid by the Employer prior to commencing the leave.
- 61.4 On termination of employment, a reconciliation of the Purchased Leave arrangements will be made and the Employee will either be paid the value of any excess salary deductions where all of the Purchased Leave has not been taken, or be required to pay the value of any Purchased Leave that has been taken and not fully paid for at the time of termination. The value of any Purchased leave taken by the Employee but not fully paid for by the Employer at the time of termination shall be deducted from any amounts payable to the Employee.
- 61.5 Any Purchased Leave must be taken in lieu of unpaid Parental Leave that is otherwise available under this Agreement.
- 61.6 Any Purchased Leave will not count as service for any purpose, but will not break continuity of service.

62. Study Leave

- 62.1 Mission Australia may approve paid Study Leave to permanent Employees where they are enrolled in a course, including courses for accreditation, that is considered by the Employer as being relevant to an Employee's position or future career path in Mission Australia.
- 62.2 Where the Employer approves Study Leave for an Employee, they will be entitled to up to 120 hours (or a pro rata amount for part time Employees) of paid Study Leave per academic year to:
- attend classes that are held during work time;
 - prepare assignments that are part of the course work;
 - prepare for examinations; and
 - attend examinations.
- 62.3 For the purpose of clause 62.2, where there is no clearly defined academic year for the Employee's course of study, the academic year will be a 12

month period that is consistent with the Employee's course of study as determined by the Employer.

- 62.4 The Employer may review any approval of Study Leave where:
- the Employee has failed any component of the course;
 - the Employee is not attending and participating in the course as required; or
 - the Employee's work performance is being affected by their study commitments.
- 62.5 The timing of Study Leave that is to prepare assignments or prepare for an examination are subject to approval by the Employee's People Leader.
- 62.6 Any unused Study Leave at the end of the year is not retained.
- 62.7 The Employee will be paid at their Base Rate of Pay during any period of Study Leave.

63. Reproductive Health Leave

- 63.1 Permanent full time, part time and temporary employees experiencing reproductive health matters which require medical intervention, are entitled to up to seven (7) days per year of paid Reproductive Health Leave (RHL) non cumulative, for the purpose of treatment or management of reproductive health as defined.
- 63.2 Casual employees are entitled to unpaid RHL.
- 63.3 An employee in receipt of RHL will be paid at their ordinary time rate of pay for their contracted hours.
- 63.4 The Employee shall give the Employer notice of the taking of the leave under this Section and if required by the Employer, evidence that would satisfy a reasonable person that the leave was for the purposes of treatment or management of their condition. Enduring forms of evidence will be accepted.
- 63.5 This leave supplements the entitlement to Flexible Work Arrangements.

64. Other Leave

- 64.1 The Employer may approve paid or unpaid Other Leave for any reason considered by the Employer to be appropriate and subject to any conditions which may be set by the Employer. Unpaid Other Leave may or may not count as service as determined by the Employer, but it will not break continuity of service.
- 64.2 Permanent and temporary Employees are entitled to up to 2 days of paid Other Leave per calendar year to participate in one-off **local community building/volunteering initiatives**, subject to the Employee providing the Employer with at least 2 weeks of notice and providing evidence of their involvement in the community activities.

65. Public Holidays

- 65.1 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) Christmas Day – 25 December;
 - g) Boxing Day – 26 December;
 - h) any other day declared by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of that State or Territory, as a public holiday by people who work in that State, Territory or region; and
 - i) an additional day as determined by the Employer, to be known as **Mission Australia Day** and ordinarily taken between Christmas Eve and New Year's Day.
- 65.2 Where a substitute public holiday is declared by or under a law of a State or Territory, that day will replace the public holiday that would otherwise apply.
- 65.3 An Employee and Employer may agree to an Employee request to arrange a public holiday swap. Where this is agreed, the Employee will work on a nominated public holiday and be paid as though that day is not a public holiday and will have another working day off with full pay that is not a public holiday.
- 65.4 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. For avoidance of doubt, this means that a shiftworker will be paid the shift penalty that would otherwise have applied if the Employee had worked on that day and that day was not a public holiday.
- 65.5 Where an Employee is on a period of unpaid leave initiated by the Employee that includes the working days immediately before and after a public holiday, they will not be paid for the public holiday.
- 65.6 Where any public holiday to which the Employee would otherwise be entitled occurs during a period of paid leave other than Long Service Leave, the public holiday is not deducted from the Employee's accrued leave (i.e. the Employee will receive payment for the public holiday). The provisions for Long Service Leave in relation to public holidays are as specified in the relevant State or Territory legislation relating to Long Service Leave.

Part 7 – Termination and Redundancy

66. Notice of Termination of Employment

66.1 In order to terminate an Employee's employment, the Employer shall give the following notice;

Employees period of continuous service with the Employer	Period of Notice
Not more than 1 year	1 Week
More than 1 year but not more than 3 years	2 Weeks
More than 3 years but not more than 5 years	3 Weeks
More than 5 years	4 Weeks

66.2 If the Employee is 45 years or over and has completed at least 2 years of continuous service with the Employer, they will receive an additional week of notice.

66.3 Casuals are not entitled to notice in accordance with this clause, subject to the minimum engagement period of 3 hours.

66.4 The Employer may elect to pay the Employee in lieu of the notice prescribed above. The amount payable will be equal to the amount the Employee would have been paid if the notice period had been worked.

66.5 An Employee is required to give the Employer the same notice as specified in clause 66.1 except that the Employee is not required to give the additional notice based on age.

66.6 Notice of termination cannot be given by either party during Annual Leave.

66.7 If the Employee fails to give notice the Employer may deduct from wages due to the employee an amount that is no more than 1 week's wages.

66.8 On termination of employment, the Employee will immediately deliver to the Employer all property and information belonging to the Employer at the date of termination of employment.

67. Termination payments

67.1 Where an Employee ceases employment with Mission Australia, the Employee will receive payment in lieu of unused Annual Leave entitlements and any Long Service Leave entitlements as specified in the relevant legislation. This payment will be based on the Employee's final rate of salary including any allowances that would have continued to be payable during a period of Annual Leave or Long Service Leave.

67.2 Payment on death

- Where an Employee dies the Employer will authorise the payment of the amount to which the former Employee would have been entitled had the Employee resigned.
- Payment of an amount authorised by the Employer under clause 66 shall be made to the executor of the former Employee's estate, the administrator of the former Employee's estate, the public trustee or such other person as the law requires in the jurisdiction pertaining to the former Employee.

67.3 Abandonment

- Where an Employee is absent from work for a period of 3 consecutive working days without the consent of the Employer and without notification to the Employer, the Employer will make reasonable efforts to contact the Employee. Should the Employee not be contactable, they will be considered to have terminated their employment, provided that the day of the termination is at least the minimum period of notice. In such cases, the Employer will only be liable to pay wages and other payments up to and including the last day of actual work. This clause will operate in accordance with Section 117 of the Act.
- Where an Employee abandons their shift without notification or approval from their Leader, they may be subject to disciplinary action.

67.4 Serious Misconduct

Nothing in this Agreement prevents Mission Australia from terminating the employment of an Employee for serious misconduct, without further notice or payment in lieu, in accordance with the Act.

68. Redundancy

- 68.1 This Part does not apply to temporary Employees at the expiration of their contracted periods of employment, casuals, Apprentices or Trainees.
- 68.2 A position is redundant where the Employer no longer requires that position to be undertaken by anyone. This includes, but is not limited to, the following:
- a) a group of Employees in a workplace undertake similar roles and there are more Employees undertaking that role than is required by the Employer;
 - b) the duties of a position are to be distributed and included in the duties of another existing position or positions; and
 - c) the Employee's position has moved to another location, the Employee would be reasonably required to change residence to continue in the position and the Employee does not take up the position at the new location.
- 68.3 Where an Employee is, or group of Employees are, likely to be affected by a redundancy situation, the Employer will consult with those Employees in accordance with clause 7 (Consultation).

68.4 Redeployment

- a) The Employer will make reasonable efforts to redeploy Employees who would otherwise be retrenched where there is a redundancy.
- b) Redeployment options will be restricted to positions:
 - i) at, or equivalent to the Employee's permanent classification; and
 - ii) that the Employee is able to perform at a satisfactory level after the provision of reasonable training.
- c) The Employer 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 salary level for a period that is equivalent to the number of weeks of severance pay that the employee would have been entitled to if retrenched, or the Employer may, at the Employer's discretion, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

68.5 Transfer of Employment

- a) Where there is a transfer of employment in relation to an Employee as specified in subsection 22(5) of the Act, the Employee is not entitled to any redundancy pay due to the termination of their employment by the Employer.
- b) An Employee is not entitled to redundancy pay in relation to the termination of their employment if:
 - i) the Employee rejects an offer of employment by another employer (the second employer) that:
 - A) 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 the Employer immediately before the termination; and
 - B) recognises the Employee's service with the Employer; and
 - ii) 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.

68.6 Retrenchment

- a) Where an Employee is not able to be redeployed, they may be retrenched by the Employer.
- b) Where a permanent Employee is retrenched, they are entitled to the following severance payments;

Years of Service	Severance Payment for Employees under 45 years of age	Severance Payment for Employees 45 years of age and older
Less than 1 year	Nil	Nil
More than 1 year and less than 2 years	4 weeks' pay	5 weeks' pay
More than 2 years and less than 3 years	7 weeks' pay	8.75 weeks' pay
More than 3 years and less than 4 years	10 weeks' pay	12.5 weeks' pay
More than 4 years and less than 5 years	12 weeks' pay	15 weeks' pay
More than 5 years and less than 6 years	14 weeks' pay	17.5 weeks' pay
6 years or more	16 weeks' pay	20 weeks' pay

- c) For the purposes of this Section, **"weeks' pay"** means the Employee's Base Rate of Pay plus any allowances or shift penalties that would normally be paid to the Employee. Where there is any doubt about the shift penalties to apply to the Employee, the average penalties paid over the 4 weeks preceding the termination will be applied.

68.7 Employee leaves during notice period

An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The Employee is entitled to receive the severance and other termination payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment for the part of the notice period that was not worked.

68.8 Job search entitlement

- a) An Employee given notice of termination in circumstances of redundancy will be entitled to up to 1 day off without loss of pay during each week of the notice period for the purpose of seeking other employment.
- b) If the Employee has been allowed paid leave for more than 1 day during the notice period for the purpose of seeking other employment, the Employee must, at the request of the Employer, produce proof of attendance at an interview or the Employee will not be entitled to payment for the additional time off work. For this purpose, a statutory declaration is sufficient.

Part 8 – Miscellaneous

69. Professional Development

- 69.1 The Employer is committed to enhancing the skills and knowledge of Employees through the provision of both internal and external staff professional development activities, within Mission Australia's resource capacity, linked to:
- a) the Performance Measures Review Program;
 - b) the goals and needs of the Service/Program and Mission Australia;
 - c) the personal goals of Employees as related to their work;
 - d) the appropriateness to the Employee's position;
 - e) registration/accreditation activities.
- 69.2 The Employer will have sole discretion to determine the nature of the professional development consistent with its resource capacity.
- 69.3 An Employee's written request for training will be considered and responded to by the Employer in writing.
- 69.4 Employees will have access to regular supervision sessions as follows:
- a) **Management Supervision** will ordinarily be undertaken by the Employee's immediate People Leader who is directly responsible for performance and allocation of work, including consideration of workloads;
 - b) **Clinical Supervision** to enable critical reflection on professional practice will be available for Employee's employed in a case management capacity in services specifically directed at clients who are mentally ill or where there is a high incidence of mental illness.

70. Employee Representative Activity

- 70.1 **Workplace delegates rights** will be in accordance with the provisions in The Act.
- 70.2 The Employer will allow Employees' reasonable time to attend workplace meetings with union delegates (as notified to the Employer) or officials of the relevant union during working hours, provided that the union has provided reasonable notice and the meeting will not unreasonably adversely impact the operations of the Employer.
- 70.3 The **Joint Consultative Committee** will be responsible for ensuring the successful implementation of the Agreement and for discussing any potential disputes about matters affecting Employees covered by the Agreement.

71. Home Based Work



Mission Australia understands an employee may request a flexible working arrangement.

Mission Australia may approve home based work arrangements for an Employee where the Employee's work is suitable for home based work and the home environment is determined by the Employer as safe and secure.

72. Employee Assistance Program (EAP)

The Employer will make available to all permanent and temporary Employees, an appropriate service to provide confidential, professional counselling to Employees to help resolve work related and personal problems.

73. Salary Continuance Insurance


The Employer will offer eligible permanent Employees access to Salary Continuance Insurance at no cost to the Employee.

Part 9 – Signatures

Dated:

12 September 2024.
Day of 2024


Signed for and on behalf of **Mission Australia:**


Signature of Authorised Representative

SHARON CALLISTER
Name of Authorised Representative (BLOCK LETTERS)

CHIEF EXECUTIVE OFFICER
Position/Title of Authorised Representative

C/- Level 7 580 George St SYDNEY NSW 2000
Address of Authorised Representative


Signature of Witness

MEREDITH BARTLETT
Name of Witness (BLOCK LETTERS)

EXECUTIVE OFFICER
Title of Witness

C/- level 7 580 George St SYDNEY NSW 2000
Address of Witness

Dated:

Day of 2024

Signed for and on behalf of **Australian Services Union (ASU)**
as Bargaining Representative for Employees:

Signature of Employee Representative

Signature of Witness

Name of Employee Representative (BLOCK LETTERS)

Name of Witness (BLOCK LETTERS)

Position/Title of Employee Representative

Title of Witness

Address of Employee Representative

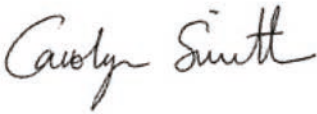
Address of Witness

Dated:

11/09/2024

Day of 2024

Signed for and on behalf of **United Workers Union (UWU)**
as Bargaining Representative for Employees:



Signature of Employee Representative

Carolyn Smith

Name of Employee Representative
(BLOCK LETTERS)

Director - United Workers Union

Position/Title of Employee Representative

833 Bourke St, Docklands VIC 3008

Address of Employee Representative



Signature of Witness

Katie Calvert

Name of Witness
(BLOCK LETTERS)

Paralegal - United Workers Union

Title of Witness

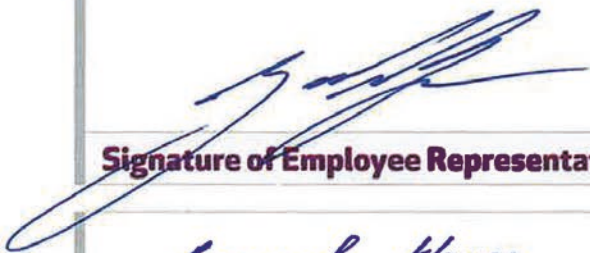
833 Bourke St, Docklands VIC 3008

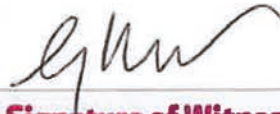
Address of Witness

Dated:

11/9/24
Day of 2024

Signed for and on behalf of **Health Services Union (HSU)**
as Bargaining Representative for Employees:


Signature of Employee Representative
Gerard Hayes
Name of Employee Representative (BLOCK LETTERS)
Secretary NSW/ACT/QLD
Position/Title of Employee Representative
2/109 Pitt st, Sydney, 2000.
Address of Employee Representative

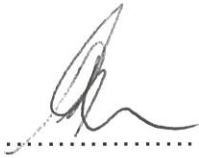

Signature of Witness
GABRIELLE KAVANAGH
Name of Witness (BLOCK LETTERS)
DIVISIONAL SECRETARY, HSU
Title of Witness
2/109 Pitt St Sydney NSW 2000
Address of Witness

Dated:

5 September 2024

Day of 2024

Signed for and on behalf of **Australian Nurses and Midwifery Federation (ANMF)** as Bargaining Representative for Employees:



.....
Shaye Candish
Branch Secretary
Australian Nursing and Midwifery Federation
New South Wales Branch
50 O'Dea Ave
WATERLOO NSW 2017



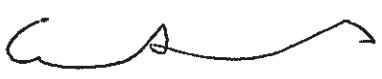
.....
WITNESS
Michael Whaites
50 O'Dea Ave, Waterloo

Authority to sign Agreement on behalf of employees is in accordance with Rule 40 of the Rules of the Australian Nursing and Midwifery Federation and as bargaining representative in accordance with the Fair Work Act 2009.

Dated:

2 September 2024
Day of 2024


Signed for and on behalf of **Independent Education Union (NSW) (IEU)**
as Bargaining Representative for Employees:


Signature of Employee Representative

CAROL MATTHEWS
Name of Employee Representative (BLOCK LETTERS)

NSW/ACT Branch Secretary
Position/Title of Employee Representative

485-501 Wattle Street Ultimo NSW 2007
Address of Employee Representative


Signature of Witness

LISA JAMES
Name of Witness (BLOCK LETTERS)

ECEC Organiser
Title of Witness

485-501 Wattle St Ultimo NSW 2007
Address of Witness

Dated:

3rd September 2024
Day of 2024

Signed for and on behalf of **Tiffany Broadbent** as Bargaining Representative for Employees:


Signature of Employee Representative

Tiffany Broadbent
Name of Employee Representative (BLOCK LETTERS)

Program Manager
Position/Title of Employee Representative

1/32 Katherine Terrace, Katherine NT 0850
Address of Employee Representative


Signature of Witness

Kelly Rosas
Name of Witness (BLOCK LETTERS)

Case Manager
Title of Witness

1/32 Katherine Terrace, Katherine NT 0850
Address of Witness





Part 10 – Employment Schedules

1. The terms of the Employment Schedules are to be read in conjunction with the Mission Australia Service Delivery Enterprise Agreement 2024 and where there is any inconsistency between the terms of this Schedule and the conditions contained within the Enterprise Agreement the Schedule shall prevail to the extent of any inconsistency.
2. The classification descriptions in the Schedules provide some broad guidance on the nature of work included under each category and the level of work expected of each level within that category.
3. Where there is any dispute about the classification of a job, the parties agree that the descriptions of the relevant award classification, identified according to the link in Appendix 1 will be used as the basis for determining the outcome of the dispute, including where the dispute is referred to the Fair Work Commission in accordance with Part 2 (dispute resolution). Where there is no relevant award classification, any dispute over the classification of the position will be based on the descriptions included in Part 10 (Employment Schedules).

Schedule A – Administrative Employees

1. Application

The provisions of this Schedule apply to Employees employed by the Employer in the classifications contained at clause 2 of this Schedule.

2. Classifications and Progression

Refer to tables on pages 50-51.

SDEA Enterprise Agreement Classification – Administrative Employees

Administrative Employees	Employees engaged in work of a clerical nature in a service, regional, state or national office.	
	Indicative duties/responsibilities:	Indicative skills, qualifications and experience:
Level 1	<ul style="list-style-type: none"> Works under direct supervision with work outcomes clearly monitored; Undertake straightforward operation of keyboard equipment including data input and word processing at a basic level; Provide routine information including general reception and telephonist duties; Undertake routine office duties involving filing, recording, checking and batching of accounts, invoices, orders, store requisitions and maintenance of a record system; Freedom to act is limited by standards and procedures; Solutions to problems are found in established routines, methods, procedures and instructions with assistance readily available. 	<ul style="list-style-type: none"> Basic knowledge of administrative practices and procedures relevant to the workplace; Basic numeracy, written and verbal communication skills relevant to the work area; A developing knowledge of work practices and policies of the relevant work area.
Level 2	<ul style="list-style-type: none"> Works under regular supervision with work outcomes Assist with a range of administrative functions which may include: preparation of cash payment summaries, banking reports and bank statements, post journals to ledger, apply purchasing and inventory control requirements; Provide secretarial support requiring the exercise of sound judgement, initiative, confidentiality and sensitivity; Perform elementary tasks requiring knowledge of established work practices and procedures relevant to the work area; Solutions to problems may require the exercise of limited judgement, with guidance to be found in procedures, precedents and guidelines. Assistance is available when a problem occurs. 	<ul style="list-style-type: none"> Application of techniques relevant to the workplace; Knowledge of established work practices, policies and procedures relevant to the workplace. Understanding of basic computer concepts; A developing knowledge of statutory requirements of the relevant work area.

Administrative Employees	Employees engaged in work of a clerical nature in a service, regional, state or national office.	
	Indicative duties/responsibilities:	Indicative skills, qualifications and experience:
Level 3	<ul style="list-style-type: none"> Works under limited supervision with guidance on overall progress; Provide secretarial support requiring the exercise of sound judgement, initiative, confidentiality and sensitivity; Performs tasks requiring sound knowledge of established work practices and procedures relevant to the work area; Solutions to problems may require the exercise of judgement, with guidance available when a problem occurs. 	<ul style="list-style-type: none"> Sound understanding and application of computing concepts; Knowledge of established work practices and procedures relevant to the workplace; Sound knowledge of administrative activities. Working knowledge of statutory requirements relevant to the workplace.
Level 4	<ul style="list-style-type: none"> Works under general supervision and allows scope for exercising initiative in the application of established work procedures; Provide secretarial and/or administrative support requiring a high degree of judgment, initiative, confidentiality and sensitivity in the performance of work; Assist with, or provide, a range of records management services. 	<ul style="list-style-type: none"> Thorough knowledge of work activities; Sound knowledge of procedural/operational methods of the workplace; Ability to apply computing concepts. Working knowledge of statutory requirements relevant to the workplace.
Level 5	<ul style="list-style-type: none"> Undertake activities which may require the Employee to exercise judgment and/or contribute critical knowledge and skills where procedures are not clearly defined; Works under general direction in functions that require the application of specialised skills and knowledge appropriate to the work; Provide administrative support of a complex nature to senior employees; May be required to supervise employees at lower levels. 	<ul style="list-style-type: none"> Knowledge of organisational programs, policies and activities; Sound discipline knowledge gained through experience, training or education; Knowledge of the organisation and its structure and service.
Level 6	<ul style="list-style-type: none"> Performs the same duties as Level 5 and is employed as a Personal Assistant to Regional Leader. 	<ul style="list-style-type: none"> Relevant administrative experience to provide support to a senior manager.
Level 7	<ul style="list-style-type: none"> Performs the same duties as Level 5 and is employed as a Personal Assistant to State Director or National Manager. 	<ul style="list-style-type: none"> Relevant administrative experience to provide support to a senior manager.
Level 8	<ul style="list-style-type: none"> Performs the same duties as Level 5 and is employed as a senior specialist providing multifunctional support and advice. 	<ul style="list-style-type: none"> Specialist administrative experience.

3. Remote Work Allowance

3.1 Remote work

- a) This clause applies where an employee is required by their employer to perform remote work.
- b) For the purpose of this clause, remote work means the performance of work by an employee at the direction of, or with the authorisation of, their employer that is:
 - i) not part of their ordinary hours of work rostered in accordance with clause 38 (Span of Hours) (or, in the case of casual employees, not a designated shift); and
 - ii) not additional hours worked in accordance with clause 44 (Additional Working Hours); and
 - iii) not required to be performed at a designated workplace.

3.2 Minimum payments for remote work

- a) Where an employee performs remote work, they will be paid for the time spent performing remote work, with the following minimum payments applying:

Where the employee is on call between the hours	A Minimum Payment of
6.00am and 10.00pm	15 minutes' pay
10.00pm and 6.00am	30 minutes' pay
Where the employee is not on call	One hour's pay
Where the remote work involves participating in staff meetings or staff training remotely	One hour's pay

- b) Any time worked continuously beyond the minimum payment period outlined above will be rounded up to the nearest 15 minutes and paid accordingly.
- c) Where multiple instances of remote work are performed on any day, separate minimum payments will be triggered for each instance of remote work performed, save that where multiple instances of remote work are performed within the applicable minimum payment period, only one minimum payment period is triggered.

3.3 Rates of pay for remote work

- a) Remote work will be paid at the employee's minimum hourly rate unless one of the following exceptions applies:

Remote Work Performed	Shift Penalty
Outside the span of 6.00am to 8.00pm (Permanent and Temporary Employees)	150% for the first 2 hours, 200% thereafter
Outside the span of 6.00am to 8.00pm (Casual Employees)	175% for the first 2 hours, 225% thereafter
In excess of 38 hours per week or 76 hours per fortnight (Permanent and Temporary Employees)	Remote work performed in excess of 10 hours per day. 150% for the first 2 hours, 200% thereafter
In excess of 38 hours per week or 76 hours per fortnight (Casual Employees)	175% for the first 2 hours, 225% thereafter
Saturday (Permanent and Temporary Employees)	150% for the first 2 hours, 200% thereafter
Saturday (Casual Employees)	175%
Sunday (Permanent and Temporary Employees)	200%
Sunday (Casual Employees)	225%
Public Holiday (Permanent and Temporary Employees)	250%
Public Holiday (Casual Employees)	275%

- b) The rates of pay in clause 3.3 (Rates of pay for remote work) above are in substitution for and not cumulative upon the rates prescribed in clauses 44 (Additional Working Hours) and 39 (Shiftwork).

Schedule B – Facilities Management Employees

1. Application

The provisions of this Schedule apply to Employees employed by the Employer in the classifications contained at clause 2 of this Schedule.

2. Classifications and Progression

Refer to table on page 56.

3. Additional Working Hours

Hours worked by Employees in excess of the ordinary hours on any day or shift are to be paid as follows:

Employment Type	Day	Shift Penalty
Full time, Part time, Casual (in excess of the rostered daily ordinary hours)	Monday to Saturday	150% for the first 2 hours; 200% thereafter
	Sunday	200%
	Public Holiday	250%

4. Remote Work Allowance

4.1 Remote work

- a) This clause applies where an employee is required by their employer to perform remote work.
- b) For the purpose of this clause, remote work means the performance of work by an employee at the direction of, or with the authorisation of, their employer that is:
 - i) not part of their ordinary hours of work rostered in accordance with clause 38 (Span of Hours) (or, in the case of casual employees, not a designated shift); and
 - ii) not additional hours worked in accordance with clause 44 (Additional Working Hours); and
 - iii) not required to be performed at a designated workplace.

4.2 Minimum payments for remote work

- a) Where an employee performs remote work, they will be paid for the time spent performing remote work, with the following minimum payments applying:

Where the employee is on call between the hours	A Minimum Payment of
6.00am and 10.00pm	15 minutes' pay
10.00pm and 6.00am	30 minutes' pay
Where the employee is not on call	One hour's pay
Where the remote work involves participating in staff meetings or staff training remotely	One hour's pay

- b) Any time worked continuously beyond the minimum payment period outlined above will be rounded up to the nearest 15 minutes and paid accordingly.
- c) Where multiple instances of remote work are performed on any day, separate minimum payments will be triggered for each instance of remote work performed, save that where multiple instances of remote work are performed within the applicable minimum payment period, only one minimum payment period is triggered.

4.3 Rates of pay for remote work

- a) Remote work will be paid at the employee's minimum hourly rate unless one of the following exceptions applies:

Remote Work Performed	Shift Penalty
Outside the span of 6.00am to 8.00pm (Permanent and Temporary Employees)	150% for the first 2 hours, 200% thereafter
Outside the span of 6.00am to 8.00pm (Casual Employees)	175% for the first 2 hours, 225% thereafter
In excess of 38 hours per week or 76 hours per fortnight (Permanent and Temporary Employees)	Remote work performed in excess of 10 hours per day. 150% for the first 2 hours, 200% thereafter
In excess of 38 hours per week or 76 hours per fortnight (Casual Employees)	175% for the first 2 hours, 225% thereafter
Saturday (Permanent and Temporary Employees)	150% for the first 2 hours, 200% thereafter
Saturday (Casual Employees)	175%
Sunday (Permanent and Temporary Employees)	200%
Sunday (Casual Employees)	225%
Public Holiday (Permanent and Temporary Employees)	250%
Public Holiday (Casual Employees)	275%

- b) The rates of pay in clause 4.3 (Rates of pay for remote work) above are in substitution for and not cumulative upon the rates prescribed in clauses 44 (Additional Working Hours) and 39 (Shiftwork).

SDEA Enterprise Agreement Classification – Facilities Management Employees

Facilities Management Employees	Employees responsible for cleaning, landscaping, gardening or maintenance services.	
	Indicative duties/ responsibilities:	Indicative skills, qualifications and experience:
Level 1	<ul style="list-style-type: none"> Freedom to act is limited by standards and procedures; Works under direct supervision and is provided with regular guidance; Work outcomes are clearly defined and monitored; Undertakes a full range of general cleaning, gardening, landscaping or maintenance duties. 	<ul style="list-style-type: none"> Requires on the job training and/or relevant skills training or experience Untrained and unqualified
Level 2	<ul style="list-style-type: none"> Is responsible for the quality of their own work subject to routine supervision; Undertakes a range of activities requiring the application of acquired skills and knowledge. 	<ul style="list-style-type: none"> Relevant experience and training; and/or Relevant Certificate II qualification
Level 3	<ul style="list-style-type: none"> Is responsible for work performed with a medium level of accountability and discretion; Performs work under limited supervision; Is capable of prioritising work within established policies, guidelines and procedures. 	<ul style="list-style-type: none"> Relevant Certificate III qualification
Level 4	<ul style="list-style-type: none"> Is capable of functioning with a high level of autonomy, and prioritising work within established policies, guidelines and procedures; Assists in the provision of on-the-job-training; Co-ordinates work in a team environment or works individually under general supervision; Is responsible for work performed with a substantial level of accountability and responsibility. 	<ul style="list-style-type: none"> Is a trades qualified person who has completed relevant post trade training at Cert IV or Diploma level from a recognised training organisation; and/or Holds a trade certificate and/or possess the skills, knowledge and experience to perform work within the scope of this level.
Level 5	<ul style="list-style-type: none"> Is capable of functioning autonomously, and prioritising their work and the work of others within established policies, guidelines and procedures; Is responsible for work performed with a substantial level of accountability and responsibility; May supervise the work of others including work allocation, rosters and guidance. 	<ul style="list-style-type: none"> Formal qualifications at trade level or Advanced Diploma and relevant skills training or experience required to perform work within the scope of this level.





Schedule C – Food Service Employees

1. Application

The provisions of this Schedule apply to Employees employed by the Employer in the classifications contained at clause 2 of this Schedule.

2. Classifications and Progression

Refer to tables on pages 61-62.

3. Span of Ordinary Hours

3.1 The Span of Ordinary Hours to apply to Employees covered by this Schedule is 7.00am to 10.00pm, Monday to Friday.

4. Remote Work Allowance

4.1 Remote work

- a) This clause applies where an employee is required by their employer to perform remote work.
- b) For the purpose of this clause, remote work means the performance of work by an employee at the direction of, or with the authorisation of, their employer that is:
 - i) not part of their ordinary hours of work rostered in accordance with clause 38 (Span of Hours) (or, in the case of casual employees, not a designated shift); and
 - ii) not additional hours worked in accordance with clause 44 (Additional Working Hours); and
 - iii) not required to be performed at a designated workplace.

4.2 Minimum payments for remote work

- a) Where an employee performs remote work, they will be paid for the time spent performing remote work, with the following minimum payments applying:

Where the employee is on call between the hours	A Minimum Payment of
6.00am and 10.00pm	15 minutes' pay
10.00pm and 6.00am	30 minutes' pay
Where the employee is not on call	One hour's pay
Where the remote work involves participating in staff meetings or staff training remotely	One hour's pay

- b) Any time worked continuously beyond the minimum payment period outlined above will be rounded up to the nearest 15 minutes and paid accordingly.
- c) Where multiple instances of remote work are performed on any day, separate minimum payments will be triggered for each instance of remote work performed, save that where multiple instances of remote work are performed within the applicable minimum payment period, only one minimum payment period is triggered.

4.3 Rates of pay for remote work

- a) Remote work will be paid at the employee's minimum hourly rate unless one of the following exceptions applies:

Remote Work Performed	Shift Penalty
Outside the span of 6.00am to 8.00pm (Permanent and Temporary Employees)	150% for the first 2 hours, 200% thereafter
Outside the span of 6.00am to 8.00pm (Casual Employees)	175% for the first 2 hours, 225% thereafter
In excess of 38 hours per week or 76 hours per fortnight (Permanent and Temporary Employees)	Remote work performed in excess of 10 hours per day. 150% for the first 2 hours, 200% thereafter
In excess of 38 hours per week or 76 hours per fortnight (Casual Employees)	175% for the first 2 hours, 225% thereafter
Saturday (Permanent and Temporary Employees)	150% for the first 2 hours, 200% thereafter
Saturday (Casual Employees)	175%
Sunday (Permanent and Temporary Employees)	200%
Sunday (Casual Employees)	225%
Public Holiday (Permanent and Temporary Employees)	250%
Public Holiday (Casual Employees)	275%

- b) The rates of pay in clause 4.3 (Rates of pay for remote work) above are in substitution for and not cumulative upon the rates prescribed in clauses 44 (Additional Working Hours) and 39 (Shiftwork).

5. Shiftwork

- 5.1 Shift penalties apply where an Employee is rostered to work their ordinary hours outside the hours of 10:00pm to 7:00am, Monday to Friday.

Definition	Shift Penalty
Hours worked between 10.00pm and midnight, Monday to Friday	10%
Hours worked between midnight and 7.00am, Monday to Friday	15%
Any shifts worked on a Saturday	25%
Any shifts worked on a Sunday	50%

6. Additional Working Hours

Hours worked by Employees in excess of the ordinary hours on any day or shift are to be paid as follows:

Employment Type	Day	Shift Penalty
Full time, Part time, Casual (in excess of the rostered daily ordinary hours)	Monday to Saturday	150% for the first 2 hours; 200% thereafter
	Sunday	200%
	Public Holiday	250%

SDEA Enterprise Agreement Classification – Food Service Employees

Food Service Employees	Employees engaged in work of a clerical nature in a service, regional, state or national office.	
	Indicative duties/ responsibilities:	Indicative skills, qualifications and experience:
Level 1	<ul style="list-style-type: none"> Freedom to act is limited by standards and procedures; Works under direct supervision and is provided with regular guidance; Work outcomes are clearly defined and monitored; Duties at this level may include one or more of the following: <ul style="list-style-type: none"> General cleaning duties within a kitchen or food preparation area and scullery; Assisting employees who are cooking; Assembling and preparing ingredients for cooking; General pantry duties; Cleaning and tidying of a food services front of house, not including service to customers. 	<ul style="list-style-type: none"> Untrained and unqualified; Requires on the job training and/or relevant skills training or experience
Level 2	<ul style="list-style-type: none"> Is responsible for the quality of their own work subject to routine supervision; Undertakes a range of activities requiring the application of acquired skills and knowledge; Duties at this level may include one or more of the following: <ul style="list-style-type: none"> Specialised non-cooking duties in kitchen or food preparation area; Supervision, training and coordination of kitchen attendants at level 1; Undertaking general waiter duties of both food and/or beverage including cleaning of tables; Receipt of monies; Attending a snack bar; Engaged on delivery duties; Assisting a qualified Cook or is an unqualified Cook; Conducts barista duties; Performs basic food preparation. 	<ul style="list-style-type: none"> Relevant experience and training; Relevant Certificate II qualification
Level 3	<ul style="list-style-type: none"> Is responsible for work performed with a medium level of accountability and discretion; Performs work under limited supervision; Is capable of prioritising work within established policies, guidelines and procedures; Provide limited guidance to a limited number of lower level employees; Indicative job titles include: <ul style="list-style-type: none"> Cook (Qualified); 	<ul style="list-style-type: none"> Certificate III qualification or relevant experience
Level 4	<ul style="list-style-type: none"> Is capable of functioning autonomously and prioritising work within established policies, guidelines and procedures; Assists in the provision of on-the-job-training; Co-ordinates work in a team environment or works individually under general supervision; Is responsible for work performed with a level of accountability and responsibility; Indicative job titles: <ul style="list-style-type: none"> Chef 	<ul style="list-style-type: none"> Holds a relevant trade certificate and/or possess the skills, knowledge and experience; and/or Is a trades qualified person who has completed relevant post trade training at Cert IV or Diploma level from a recognised training organisation; and/or

Food Service Employees	Employees engaged in work of a clerical nature in a service, regional, state or national office.	
	Indicative duties/ responsibilities:	Indicative skills, qualifications and experience:
Level 5	<ul style="list-style-type: none"> • Is capable of functioning autonomously, and prioritising their work and the work of others within established policies, guidelines and procedures; • Is responsible for work performed with a significant level of accountability and responsibility; • May supervise the work of others; • Indicative job titles: <ul style="list-style-type: none"> • Front of House Supervisor; • Junior Sous Chef; • Event/Function Coordinator. 	<ul style="list-style-type: none"> • Formal qualifications at trade level and/or Advanced Diploma and relevant skills training or experience required to perform work within the scope of this level.
Level 6	<ul style="list-style-type: none"> • Is capable of functioning with a high level of autonomy; • Responsible for prioritising their work and the work of others; • Is responsible for work performed with a substantial level of accountability and responsibility; • Has overall responsibility for the supervision of the function; • Indicative job titles include: <ul style="list-style-type: none"> • Sous Chef; • Food Services Supervisor; • Event Manager. 	<ul style="list-style-type: none"> • Formal qualifications at trade level and/or Advanced Diploma and relevant skills training or experience required to perform work within the scope of this level.
Level 7	<ul style="list-style-type: none"> • An Employee at the level performs work at a higher skill level than Food Services Level 6; • Indicative job titles include: <ul style="list-style-type: none"> • Head Chef 	<ul style="list-style-type: none"> • Formal qualifications at trade level and/or Advanced Diploma and relevant skills training or experience required to perform work within the scope of this level.

Schedule D – Post Secondary Education Tutors/Teachers Employees

1. Application

The provisions of this Schedule apply to Employees employed by the Employer in the classifications contained at clause 2 of this Schedule.

2. Classifications and Progression

Refer to table on page 65.

3. Pay Point Upon Commencement

3.1 The pay point on commencement of employment with Mission Australia for Employees classified as a Teacher in TESOL will be based on the length of the Employee's teaching experience. For these purposes, the following will be recognised as relevant experience:

- a) Full-time TESOL teaching to adults or secondary students in schools or equivalent in Australia to classes of not less than five students;
- b) Other full-time teaching, including in other languages, credited at the rate of one year of experience for each two years of teaching, to a maximum of three years;
- c) Part-time experience will be recognised on a pro rata basis;
- d) Where a teacher has worked for less than a full year, they will be accredited with experience in the proportion that the weeks worked over the 12 month period bears to the number of weeks normally required of a full-time teacher at the same institution; and
- e) Experience as a casual teaching TESOL to adults or secondary students will be credited on the basis of the number of hours normally required of a full-time teacher at the same institution. Provided that for every 110 days during which a casual teacher is engaged they will be deemed to have not less than six months' service.

3.2 For all other Employees classified as a Teacher or Tutor or who do not teach in TESOL, and excluding Teachers whom work in a Pre-School, pay point on commencement will be based on the length of the Employees teaching experience. For these purposes the following will be recognised as relevant experience:

- a) Full time adult teaching experience;
- b) Pro rata part time teaching experience; and
- c) Casual experience credited on the basis that 800 face-to-face teaching hours is equivalent to 1 year of full time experience.

4. Team Leader Allowance

4.1 Employees employed as a Home Tutor Coordinator Team Leader, CYI Coordinator or LLNP Team Leader will be paid an annual allowance of \$5,023.

5. Annualised salaries

5.1 The salaries for Home Tutor Coordinators included in Appendix 2 are annualised salaries and include payment for any evening or weekend work required of an Employee. For avoidance of doubt, this means that clause 39 (Shiftwork), 41 (Broken Shifts) do not apply to Home Tutor Coordinators with the exception of the penalty rates applicable for public holidays under clause 40.4.

6. Span of Hours

The Span of Ordinary Hours to apply to Employees covered by this Schedule is:

- i) 7.00am and 7.00pm Monday to Friday; and
- ii) Between 7.00am and 12.30pm Saturday.

7. Shiftwork

Shift penalties apply where an Employee is rostered to work their ordinary hours during the following periods:

Shift	Penalty rate	Casual Penalty Rate (inclusive of 25% loading)
Afternoon (means any shift finishing after 7.00pm and at or before midnight) and non-permanent night shift (means any shift finishing after midnight and at or before 7.00am)	115%	140%
Permanent night shift (means a night shift which does not rotate with other shift/s or day work and which continues for a period of not less than 4 consecutive weeks)	130%	155%
Shiftworker – Saturday, Sunday and Public holiday	150%	175%
Non Shift Worker Saturday Sunday Public Holiday	125% 200% 250%	

8. Additional Working Hours

Hours worked by Employees in excess of the ordinary hours on any day or shift are to be paid as follows:

Employment Type	Shift Penalty
Full time and Part time (in excess of the rostered daily ordinary hours)	150% for the first 2 hours; 200% thereafter
Casual (in excess of the rostered daily ordinary hours)	175% for the first 2 hours; 225% thereafter



NOTE: The overtime rates for casual employees have been calculated by adding the casual loading prescribed by clause 11.6 (Casual Employment) to the hourly rate (plus any all-purpose allowance payable) before applying the overtime rates for full time and part time employees.

SDEA Enterprise Agreement Classification – Post-Secondary Education Tutors/Teachers

Post-Secondary Education Tutors/ Teachers	Teachers or Tutors engaged in post-secondary education who hold relevant qualifications. Commencing pay point is determined based on years of experience in the industry since attainment of the relevant qualification.	
	Indicative job title:	Indicative skills, qualifications and experience:
Level 1	<ul style="list-style-type: none"> A person employed as a tutor of a program. 	<ul style="list-style-type: none"> Tertiary qualifications or at least 2 years demonstrated experience in the relevant field of expertise; and Certificate IV in Training and Assessment or equivalent.
Level 2	<ul style="list-style-type: none"> Any other teacher who, including a Vocational Education and Training (VET) tutor who has the qualifications required by the accredited curriculum or training package and who delivers and/or assess national recognised competency based training which may result in a qualification or Statement of Attainment under the Australian Recognition Framework. 	<ul style="list-style-type: none"> Qualifications required by the accredited curriculum or training package. Certificate IV in Training and Assessment or equivalent.
Level 3	<ul style="list-style-type: none"> A Teacher who holds the relevant corresponding qualifications for this level. 	<ul style="list-style-type: none"> A teacher with a degree of education (three year minimum) plus a recognised TESOL certificate; or A teacher with a degree (three year minimum) including LOTE/TESOL method;
Level 4	<ul style="list-style-type: none"> A Teacher who holds the relevant corresponding qualifications for this level. 	<ul style="list-style-type: none"> A teacher with a degree and diploma of education (four year minimum) plus a recognised TESOL certificate; or A teacher with a degree (four year minimum) including LOTE/TESOL method;
Level 5	<ul style="list-style-type: none"> A Teacher who holds the relevant corresponding qualifications for this level. 	<ul style="list-style-type: none"> A teacher with a degree and diploma of education and a diploma in TESOL (e.g. Dip SRA, Graduate Diploma TESOL); or A teacher with a postgraduate diploma in linguistics, languages other than English (LOTE), or multicultural education. A teacher with a degree of education (five year minimum) plus a recognised TESOL certificate; or A teacher with a degree (five year minimum) including LOTE/TESOL method;

Schedule E – Program Managers

1. Application

- 1.1 The provisions of this Schedule apply to Employees employed by the Employer in the classifications contained at clause 2 of this Schedule.
- 1.2 For the purposes of this Agreement, Program Manager shall refer to both a Program Manager and a Program Manager (Employment).

2. Classifications and Progression

Refer to table on page 68.

- 2.1 A Program Manager’s classification level is the highest level in which the Employee fulfils a minimum of three of the five role descriptors for that level.
- 2.2 A Program Manager’s Base Rate of Pay will not be reduced if they no longer fulfil a minimum of three of the descriptors for their classification and they instead fulfil a lower Program Manager classification.

3. Notice Periods

- 3.1 Mission Australia or the Employee must provide a minimum of four weeks’ notice of termination of employment.

4. Remote Work Allowance

4.1 Remote work

- a) This clause applies where an employee is required by their employer to perform remote work.
- b) For the purpose of this clause, remote work means the performance of work by an employee at the direction of, or with the authorisation of, their employer that is:
 - i) not part of their ordinary hours of work rostered in accordance with clause 38 (Span of Hours) (or, in the case of casual employees, not a designated shift); and
 - ii) not additional hours worked in accordance with clause 44 (Additional Working Hours); and
 - iii) not required to be performed at a designated workplace.

4.2 Minimum payments for remote work

- a) Where an employee performs remote work, they will be paid for the time spent performing remote work, with the following minimum payments applying:

Where the employee is on call between the hours	A Minimum Payment of
6.00am and 10.00pm	15 minutes’ pay
10.00pm and 6.00am	30 minutes’ pay
Where the employee is not on call	One hour’s pay
Where the remote work involves participating in staff meetings or staff training remotely	One hour’s pay

- b) Any time worked continuously beyond the minimum payment period outlined above will be rounded up to the nearest 15 minutes and paid accordingly.
- c) Where multiple instances of remote work are performed on any day, separate minimum payments will be triggered for each instance of remote work performed, save that where multiple instances of remote work are performed within the applicable minimum payment period, only one minimum payment period is triggered.

4.3 Rates of pay for remote work

- a) Remote work will be paid at the employee's minimum hourly rate unless one of the following exceptions applies:

Remote Work Performed	Shift Penalty
Outside the span of 6.00am to 8.00pm (Permanent and Temporary Employees)	150% for the first 2 hours, 200% thereafter
Outside the span of 6.00am to 8.00pm (Casual Employees)	175% for the first 2 hours, 225% thereafter
In excess of 38 hours per week or 76 hours per fortnight (Permanent and Temporary Employees)	Remote work performed in excess of 10 hours per day. 150% for the first 2 hours, 200% thereafter
In excess of 38 hours per week or 76 hours per fortnight (Casual Employees)	175% for the first 2 hours, 225% thereafter
Saturday (Permanent and Temporary Employees)	150% for the first 2 hours, 200% thereafter
Saturday (Casual Employees)	175%
Sunday (Permanent and Temporary Employees)	200%
Sunday (Casual Employees)	225%
Public Holiday (Permanent and Temporary Employees)	250%
Public Holiday (Casual Employees)	275%

- b) The rates of pay in clause 4.3 (Rates of pay for remote work) above are in substitution for and not cumulative upon the rates prescribed in clauses 44 (Additional Working Hours) and 39 (Shiftwork).

SDEA Enterprise Agreement Classification – Program Manager and Program Manager (Employment)

Program Manager and Program Manager (Employment)	Program Managers, generally reporting to an Area Manager or Regional Leader, supervise or manage one or more related programs at the workplace level.	
	Job description:	Role description::
Level 1	<ul style="list-style-type: none"> Responsible for supervising and/or managing a small program/s to deliver high quality and contractually compliant service under the general direction of an Area Manager or Regional Leader. 	<ul style="list-style-type: none"> A Program Manager at this level will generally supervise and/or manage: <ul style="list-style-type: none"> Up to 10 employees as direct reports A budget of up to \$1,500,000 per annum A program with low-moderate compliance and support needs, as well as a low-moderate risk profile A single program A Program in a Metropolitan or Regional (Non- Remote) area.
Level 2	<ul style="list-style-type: none"> Responsible for leading, managing and developing a mid-size program/s to deliver high quality and contractually compliant services under the limited direction of an Area Manager or Regional Leader. 	<ul style="list-style-type: none"> A Program Manager at this level will generally manage: <ul style="list-style-type: none"> Between 11-15 employees as direct reports A budget of up to \$2,500,000 per annum A program with Moderate to High compliance and support needs, as well as a Moderate to High risk profile Up to 3 programs A Program in a Metropolitan or Regional (Non-Remote) area in a role aligned to the descriptors of this level, or a program aligned to the descriptors for Program Manager Level 1 in a Remote area.
Level 3	<ul style="list-style-type: none"> Responsible for leading, managing and developing a large program/s to deliver high quality and contractually compliant services under the limited direction of an Area Manager or Regional Leader. 	<ul style="list-style-type: none"> A Program Manager at this level will generally manage: <ul style="list-style-type: none"> 16 or more employees as direct reports A budget of more than \$2,500,000 per annum A program with High compliance and support needs, as well as a High risk profile Any number of programs A Program in a Metropolitan or Regional (Non-Remote) area in a role aligned to the descriptors of this level, or a role aligned to the descriptors for Program Manager Level 2 where the employee is based in a Remote area.

Schedule F – Children’s Services Employees and Early Childhood Teachers

1. Application

The provisions of this Schedule apply to Employees employed by the Employer in the classifications contained at clause 3 of this Schedule.

2. Definitions

2.1 **Teacher** means a person employed as such by a school, children’s service or early childhood education service and who performs duties which include delivering an educational program, assessing student participation in an education program, administering an education program and performing other duties incidental to the delivery of the education program.

2.2 **Proficient accreditation** means accreditation as a proficient teacher that meets the requirements for full registration by a body which oversees accreditation and recognition of teachers’ professional capacity in any State or Territory. A reference to full registration is a reference to proficient accreditation.

2.3 A **Pre-School** is defined as childcare establishment which either operates on a sessional basis or during hours and terms which approximate those of a recognised school as registered under the relevant State or Territory legislation.

3. Classifications and Progression

Refer to tables on pages 73-75.

4. Classification Upon Commencement

4.1 Teachers

- a) The pay point on commencement of employment with Mission Australia for Employees classified as a Teacher in a Pre-School will be based on the length of the Employee’s teaching experience. For these purposes, the following will count towards the Employee’s length of teaching experience:
- i) teaching experience in pre-schools, kindergartens, multi-purpose centres, early intervention services, long day care centres and other similar services;
 - ii) teaching experience of children from four to eight years (or in the infants department) of a school registered and/or accredited under the relevant authority in each state or territory;

- iii) service as a lecturer in early childhood education or child development, as a child development officer or equivalent;
- iv) service as a diploma qualified childcare worker, at the rate of 1 year for every three years’ service up to a maximum of four years.

- b) In determining the length of a Pre-School or Early Childhood Teacher’s teaching experience:
- i) part time work will be counted on a pro rata basis, with the exception of part time employment that is more than 90 per cent of a full time load which will be counted the same as full time employment; and
 - ii) for casual employment, a full year is equal to 200 days of employment

4.2 Evidence of qualifications

- a) On engagement, the Employer may require that the Employee provide documentary evidence of qualifications and teaching experience.
- b) If an Employer considers that the Employee has not provided satisfactory evidence, and advises the Employee in writing to this effect, then the Employer may decline to recognise the relevant qualification or experience until evidence is provided. The Employer will not unreasonably refuse to recognise the qualifications or teaching experience of an Employee.
- c) Where an Employee has completed further teaching experience with another Employer (for example during unpaid leave) or additional qualifications after commencement of employment, they will be entitled to be classified accordingly and back paid from the date of completion of the experience or qualifications, provided the Employee provided satisfactory evidence to the Employer within three months of completion. In all other cases the Employee will be classified and paid from the date satisfactory evidence is provided.

5. Span of Hours

The ordinary working hours will be from 6.00am – 6.30pm Monday to Friday.

6. Additional Working Hours

In calculating overtime, each day's work will stand alone.

Employment Type	Shift Penalty
Permanent and Temporary Employee	150% for the first 2 hours, 200% thereafter.
Casual Employee	175% for the first 2 hours (plus any all-purpose allowance payable), 225% thereafter (plus any all-purpose allowance payable).

7. Shutdowns during non term time

- 7.1 Teachers and Children's Services (permanent and temporary) employed in a Pre-School will be granted paid Other Leave as per clause 66 during non term times. However, during the Christmas/ New Year period they will be required to take their accrued Annual Leave and paid Other Leave for any period remaining after use of the Employee's Annual Leave.
- 7.2 Paid non-term weeks leave will be dependent on the requirement for professional development or non-contact preparation days.

8. Non-contact Time

- 8.1 Noting the specific regulatory responsibilities in regard to child/employee ratios, where the provision of non-contact time may impact these responsibilities, the child/employee ratio requirement will take priority.
- 8.2 How non-contact time is accessed and delivered will be at the discretion of each Centre Manager.
- 8.3 Non-contact time must be rescheduled if it is not able to be taken at the scheduled time.
- 8.4 Non-contact time may be provided for the provision of support for new graduate teachers to achieve Proficient Teacher Accreditation. The amount of non-contact time provided will be determined by the Centre Manager based on the operational requirements of the service and the supervising teachers' responsibilities.

Role	NCT Allocation (per week/pro-rata)
Educational Leader	3 hours – Small centre 4 hours – Medium centre 6 hours – Large centre
Assistant Centre Manager	2 hours – 50+ places
Centre Manager	3 days – 40+ places
Teacher	- 13 minutes per week per focus child plus (an educator with 10 focus children receives 2 hours and 10 minutes); plus - An additional 7 minutes, per week, if the child receives Disability Inclusion Funding; - Additional time is offered, and delegated by the Educational Leader during reporting periods for managing school transitions, completing developmental assessments/summaries.

9. Allowances

9.1 Director's and Authorised Supervisor's Allowance

- Applies only to an early childhood/pre-school teacher who is appointed as a Director (Centre Manager).
- A full time employee who is appointed as a Director will be paid, in addition to the amounts payable under clause 19 (Minimum Wages), the following allowance calculated on the basis of the number of places in the centre for which they are responsible:
- A part time employee who is appointed as a Director will be paid, in addition to the amounts payable under clause 19 (Minimum Wages), an allowance in accordance on a proportionate basis to the hours they work.
- An employee required by the employer to act as a Director for at least 10 consecutive working days will be paid at the rate applicable to that position for the time they are in the position.

Level	Number of places	\$ per annum
1	Up to 39 places	\$7,389.20
2	40 – 59 places	\$9,154.60
3	60 or more places	\$11,120.20

9.2 Educational Leader Allowance

- An educational leader's allowance of \$4,253.32 per annum will be paid to an employee who is required to discharge the responsibilities of the educational leader under Regulation 118 of the National Regulations.
- The educational leader's allowance is payable in addition to any Director's allowance payable under clause 9.1 (Director's and Authorised Supervisors Allowance).
- Where an employee is required to act as educational leader for less than 5 days per week, the annual allowance prescribed will be payable on a pro rata basis calculated by reference to the number of days per week the employee is required to act as educational leader.

9.3 Qualification Allowance

- A Director or Assistant Director who holds a Graduate Certificate in Childcare Management or equivalent will be paid an all-purpose allowance of 5% of the weekly rate for a Children's Services Employee Level 5.4.

9.4 Assistant Centre Manager Allowance

- An employee appointed to the role of Assistant Centre Manager who is also a degree qualified Early Childhood Teacher will be paid in accordance with the Teaching salary scale and will also receive an additional Assistant Centre Manager Allowance.
- An Assistant Centre Manager who holds an Early Childhood Teaching degree qualification will be paid an allowance of \$1,800 per annum.

10. Additional Conditions applying to Teachers in Pre-Schools

10.1 General


- The conditions set out in this Part only apply to Employees who are classified as Teachers employed within Pre-Schools across Mission Australia.

10.2 Hours of Work

- The weekly full time ordinary hours of work for Teachers will be 35 hours per week
- The maximum number of days the Teacher will be required to attend during term weeks and non-term weeks is 205 in each school year.
- The annual salary and any applicable allowances are paid in full satisfaction of an employees entitlement for the school year or proportion of the school year. The employees absence from school during non-term weeks is deemed to include their entitlement to annual leave.

10.3 Adjustment Factor

- For those Teachers employed in a centre which operates for less than 48 weeks per year, payment on termination and adjustment of salary for Teachers who commence employment after the Pre-School service date or who take leave with pay will be as follows:



$$P = \frac{SXC}{B} - D$$

- P** = Payment due
- S** = total salary paid over the number of term weeks or part thereof since the anniversary of employment*
- B** = number of term weeks, or part thereof, in the year
- C** = number of non-term weeks, or part thereof, in the year
- D** = is the salary paid over the non-term weeks, or part thereof, that have occurred since the anniversary of employment*.

*Anniversary date means the usual commencement date of employment at a Pre-School for a Teacher who commences teaching on the first day of the first term.

10.4 Termination

- a) The employment of any Teacher shall not be terminated without at least 4 weeks notice either by the Employee or Mission Australia. Where an Employee is terminated by Mission Australia and the Employee is over 45 with at least 2 years of Continuous Service, an additional week of notice will be provided.
- b) Those Teachers other than casual, employed in a centre which operates for less than 48 weeks per year will have their final termination pay calculated in accordance with clause 10.3 Adjustment Factor.

10.5 Fixed Term Employment

- a) A fixed term Teacher may be employed for a fixed period of time for a period of no longer than 12 months.

11. Additional Conditions applying to Children's Services Employees

11.1 General

- a) The conditions set out in this Schedule only apply to Employees who are classified as Children's Services Employees employed within Pre-Schools across Mission Australia.

11.2 Qualification Allowance

A Director or Assistant Director who holds a Graduate Certificate in Childcare Management or equivalent will be paid an all-purpose allowance of 5% of the weekly rate for a Children's Services Employee Level 5.4.

11.3 Higher Duties

Where a Children's Services Employee works at a higher classification level, they will be paid at the higher rate for the hours worked. If the Children's Services Employee works more than four hours at the higher classification, they will be paid at the higher rate for the whole day.

11.4 In-Service Pre-Schools

- a) A Children's Services Employee employed in a Pre-School may be required to attend in-service courses totalling up to 38 hours in any calendar year which may be conducted during stand down non term time.

SDEA Enterprise Agreement Classification – Early Childhood/Pre-school Teachers

Early Childhood/Pre-school Teachers	Teachers engaged in early childhood education who hold relevant qualifications. Commencing pay point is determined based on years of experience in the industry since attainment of the relevant qualification.	
	Indicative job title:	Indicative skills, qualifications and experience:
Level 1	<ul style="list-style-type: none"> • Early Childhood Teacher; • Pre-School Teacher. 	<ul style="list-style-type: none"> • A Graduate teacher with a three or four year degree or equivalent at university level in a field relevant to the teaching area. • Includes teacher holding provisional or conditional accreditation/ registration.
Level 2	<ul style="list-style-type: none"> • Early Childhood Teacher; • Pre-School Teacher. 	<ul style="list-style-type: none"> • A teacher with proficient accreditation/ registration or equivalent in a field relevant to the teaching area.
Level 3	<ul style="list-style-type: none"> • Early Childhood Teacher; • Pre-School Teacher. 	<ul style="list-style-type: none"> • A teacher with proficient accreditation/ registration or equivalent in a field relevant to the teaching area and/or • Equivalent after 3 years satisfactory teaching service at Level 2.
Level 4	<ul style="list-style-type: none"> • Early Childhood Teacher; • Pre-School Teacher. 	<ul style="list-style-type: none"> • A teacher with proficient accreditation/ registration or equivalent in a field relevant to the teaching area and/or • Equivalent after 3 years satisfactory teaching service at Level 3.
Level 5	<ul style="list-style-type: none"> • Early Childhood Teacher; • Pre-School Teacher. 	<ul style="list-style-type: none"> • A teacher with Highly Accomplished/ Lead Teacher accreditation/ registration or equivalent in a field relevant to the teaching area.

SDEA Enterprise Agreement Classification – Children’s Services Employees

Children’s Services Employees	An Employee who contributes to the development of, and assists in, the implementation of the child care programs.	
	Indicative duties/ responsibilities:	Indicative skills, qualifications and experience:
Level 1	<ul style="list-style-type: none"> Learning and implementing the policies, procedures and routines of the service; Learning how to establish relationships and interact with children; Learning the basic skills required to work in this environment with children; Giving each child individual attention and comfort as required; Works under regular supervision and is not usually left alone with children. 	<ul style="list-style-type: none"> An Employee who has no formal qualification but is able to perform work within the scope of this level; The Employee will receive structured and regular on the job training to perform the duties expected at this level.
Level 2	<ul style="list-style-type: none"> Assist in the implementation of the children’s program under supervision; Assist in the implementation of daily care routines; Develop awareness of and assist in maintenance of the health and safety of the children in care; Understand and work in accordance with Mission Australia’s policies and procedures; Give each child individual attention and comfort as required Demonstrate knowledge of hygienic handling of food and equipment. Works under supervision with work outcomes being monitored. 	<ul style="list-style-type: none"> An Employee who has completed 12 months in Level 1, or a relevant AQF Certificate II, or in the opinion of Mission Australia 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.
Level 3	<ul style="list-style-type: none"> Assist in the preparation, implementation and evaluation of developmentally appropriate programs for individual children or groups; Record observations of individual children or groups for program planning purposes for qualified employees; Under direction, work with individual children with particular needs; Assist in the direction of untrained employees; Work in accordance with food safety regulations Undertake and implement the requirements of quality assurance. 	<ul style="list-style-type: none"> AQF Certificate III or equivalent qualification; and/or Diploma in Children’s Services or equivalent as recognised by the licensing authorities; and/or At least 12 months experience in relevant role; and/or Other appropriate Qualification/Experience acceptable to Mission Australia and is required to act on the knowledge gained in such a qualification.

SDEA Enterprise Agreement Classification – Children’s Services Employees

Children’s Services Employees	An Employee who contributes to the development of, and assists in, the implementation of the child care programs.	
	Indicative duties/ responsibilities:	Indicative skills, qualifications and experience:
Level 4	<ul style="list-style-type: none"> Responsible, in consultation with the Early Childhood Director/Teacher/Educator for the preparation, implementation and evaluation of a developmentally appropriate program for individual children or groups; Responsible to the Assistant Director/ Director for the supervision of students on placement; Assist in ensuring a safe environment is maintained for both employees and children; Assist in ensuring that records are maintained for both employees and children; Develop, implement and evaluate daily care routines; Ensure that the centre or service’s policies and procedures are adhered to; Liaise with families. 	<ul style="list-style-type: none"> Diploma in Children’s Services or equivalent as recognised by the licensing authorities.
Level 5	<ul style="list-style-type: none"> Co-ordinate and direct the activities of employees engaged in the implementation and evaluation of developmentally appropriate programs; Contribute, through the Director to the development of the centre or service’s policies; Co-ordinate centre or service operations including Occupational Health and Safety, program planning, employee training; Responsible for the day to day management of the centre in the temporary absence of the Director and for management and compliance with licensing and all statutory and quality assurance issues; Generally supervise all employees in the service. 	<ul style="list-style-type: none"> AQF Level V Diploma in Children’s Services or equivalent.
Level 6	<ul style="list-style-type: none"> Responsible for the overall management and administration of the service; Supervise the implementation of developmentally appropriate programs for children; Recruit employees in accordance with relevant regulations; Maintain day to day accounts and handle all administrative matters; Ensure that the service adheres to all relevant regulations and statutory requirements; Ensure that the service meets or exceeds quality assurance requirements; Liaise with families and outside agencies; Formulate and evaluate annual budgets; Liaise with management committees as appropriate; Provide professional leadership and development to employees; Develop and maintain policies and procedures for the service. 	<ul style="list-style-type: none"> A 3 or 4 year Early Childhood Education Qualification; and/or An AQF Advanced Diploma or a Diploma in Children Service’s or a Diploma in Out-of-hours Care; or Other appropriate Qualification/Experience acceptable to Mission Australia and is required to act on the knowledge gained in such a qualification.

Schedule G – Community Services and Housing

1. Application

The provisions of this Schedule apply to Employees employed by the Employer in the classifications contained at clause 2 of this Schedule.

2. Classifications and Progression

Refer to table on page 79.

3. Pay Point Upon Commencement

- a) An Employee who is classified as a Community Service Employee Level 3 who holds a relevant:
 - i) three year degree will commence at no lower than pay point 2;
 - ii) four year degree will commence at no lower than pay point 3.

4. Remote Work Allowance

4.1 Remote work

- a) This clause applies where an employee is required by their employer to perform remote work.
- b) For the purpose of this clause, remote work means the performance of work by an employee at the direction of, or with the authorisation of, their employer that is:
 - i) not part of their ordinary hours of work rostered in accordance with clause 38 (Span of Hours) (or, in the case of casual employees, not a designated shift); and
 - ii) not additional hours worked in accordance with clause 44 (Additional Working Hours); and
 - iii) not required to be performed at a designated workplace.

4.2 Minimum payments for remote work

- a) Where an employee performs remote work, they will be paid for the time spent performing remote work, with the following minimum payments applying:

Where the employee is on call between the hours	A Minimum Payment of
6.00am and 10.00pm	15 minutes' pay
10.00pm and 6.00am	30 minutes' pay
Where the employee is not on call	One hour's pay
Where the remote work involves participating in staff meetings or staff training remotely	One hour's pay

- b) Any time worked continuously beyond the minimum payment period outlined above will be rounded up to the nearest 15 minutes and paid accordingly.
- c) Where multiple instances of remote work are performed on any day, separate minimum payments will be triggered for each instance of remote work performed, save that where multiple instances of remote work are performed within the applicable minimum payment period, only one minimum payment period is triggered.

4.3 Rates of pay for remote work

- a) Remote work will be paid at the employee's minimum hourly rate unless one of the following exceptions applies:

Remote Work Performed	Shift Penalty
Outside the span of 6.00am to 8.00pm (Permanent and Temporary Employees)	150% for the first 2 hours, 200% thereafter
Outside the span of 6.00am to 8.00pm (Casual Employees)	175% for the first 2 hours, 225% thereafter
In excess of 38 hours per week or 76 hours per fortnight (Permanent and Temporary Employees)	Remote work performed in excess of 10 hours per day. 150% for the first 2 hours, 200% thereafter
In excess of 38 hours per week or 76 hours per fortnight (Casual Employees)	175% for the first 2 hours, 225% thereafter
Saturday (Permanent and Temporary Employees)	150% for the first 2 hours, 200% thereafter
Saturday (Casual Employees)	175%
Sunday (Permanent and Temporary Employees)	200%
Sunday (Casual Employees)	225%
Public Holiday (Permanent and Temporary Employees)	250%
Public Holiday (Casual Employees)	275%

- b) The rates of pay in clause 4.3 (Rates of pay for remote work) above are in substitution for and not cumulative upon the rates prescribed in clauses 44 (Additional Working Hours) and 39 (Shiftwork).

5. Sleepover Allowance

- 5.1 **“Sleepover”** means a continuous period during which an Employee is required to sleepover at the Employers’ premises and be available to deal with any urgent situation, which may arise and need to be dealt with during the sleepover period.
- 5.2 It is expected that an Employee performing sleepover work will ordinarily be able to have a reasonable night’s sleep. Accordingly such work will not be performed where:
- the facilities on the premises; or
 - the activities or behaviour of the clients residing on the premises; are such that an Employee could not ordinarily be expected to have a reasonable night’s sleep or would be put at risk if sleeping or woken from sleep during a sleepover.
- 5.3 The Employer shall take all reasonable steps to enable the Employee to have a reasonable night’s sleep on the premises. These include:
- Providing a vacant room, able to be locked by the Employee;
 - Ensuring that the room is provided with:
 - a telephone and/or other emergency communication facilities so that assistance may be summoned if required;
 - a bed and other suitable sleeping requirements such as a light and clean linen;
 - an ability to view outside the room when locked without opening the door.
 - Giving the Employee access to the facilities on the premises for the purposes of personal hygiene and the taking of meals.

- 6.4 An Employee shall only perform sleepover work under the following conditions:
- a) there is an agreement between the Employee and Employer in regard to the sleepover and the sleepover periods required and except in the case of unplanned or unexpected Employee absences or emergencies, the agreement is made at least 5 days in advance;
 - b) a sleepover must be of at least 8 hours duration;
 - c) the sleepover shall not commence earlier than 10pm and shall not finish later than 7am;
 - d) no work other than that of an essential nature involving direct care of the residents shall be required to be performed during the sleepover;
 - e) an Employee must not be required to work for more than 8 hours immediately before a sleepover or more than 8 hours immediately after a sleepover unless agreed to by the Employee.
- 6.5 An Employee performing sleepover work shall be paid:
- a) A sleepover allowance equivalent to 5 hours payment at the Employee's Base Rate of Pay.
 - b) Where the Employee is required to undertake more than 2 hours work during a sleepover, they will be paid for the time that is in excess of 2 hours at overtime rates.
 - c) Where the Employee is required to undertake more than 2 hours work during a sleepover, the Employee must either:
 - i) be provided with 8 hours break before next commencing work; or
 - ii) be paid at overtime rates for the time worked until 8 hours after the sleepover finished.
 - d) Employees shall comply with the Employers' reasonable requirements in relation to the recording of residents' behaviour during sleepover periods. Claims for the additional payments provided under paragraph (b) of this clause may be declined if such records have not been maintained for the particular night.
- 6.6 For the purposes of this Section "overtime rates" are those identified in clause 44 (Additional Working Hours) of this Agreement.
- 6.7 Where the Employee commences work after their normal commencement time in order to provide the Employee with an 8 hour break after a sleepover, the Employee will be paid for the hours not worked at their Base Rate of Pay.
- 6.8 Where the Employee's travel time to and from work is normally more than 2 hours, the required 8 hour break will be changed to 10 hours.

7. Board and Lodgings Provisions

- 7.1 Where the Employer provides an Employee with board and lodging, the minimum rates of pay for that Employee may be reduced by \$30.61 per week full employees receiving the full adult rate of pay; or
- 7.2 Where the employee buys their meals at ruling cafeteria rates, by an additional amount of \$19.06.

SDEA Enterprise Agreement Classification – Community Services and Housing Employees

Community Services and Housing Employees	Required to work with clients and communities on an ongoing basis ensuring established goals are achieved by the client.	
	Indicative duties/ responsibilities:	Indicative skills, qualifications and experience:
Level 1	<ul style="list-style-type: none"> • Works under direct supervision; • Undertakes routine activities which require the practical application of basic skills and techniques; • Freedom to act is limited by standards and procedures; • Solutions to problems are found in established procedures and instructions with assistance readily available. 	<ul style="list-style-type: none"> • Developing knowledge of work practices and policies relevant to the work area.
Level 2	<ul style="list-style-type: none"> • Works under general guidance and supervision with work outcomes being monitored; • Performs elementary tasks requiring knowledge of established work practices and procedures and acquired skills relevant to their work area; • Solutions to problems may require the exercise of limited judgement, with guidance to be found in procedures, precedents and guidelines. • Assistance is available when a problem occurs. 	<ul style="list-style-type: none"> • Holds a certificate level qualification in Community Services or other appropriate qualification/ experience acceptable to Mission Australia; • Have attained previous experience in relevant industry. • Knowledge of work practices and policies relevant to the work area.
Level 3	<ul style="list-style-type: none"> • Works under general guidance and supervision and allows scope for exercising initiative in the application of established work procedures; • May deliver single stream training programs or co- ordinate elementary service programs; • Undertakes responsibility for various activities within a specialised area. 	<ul style="list-style-type: none"> • Entry level for degree holder; or • Associate Diploma with relevant experience or other appropriate qualification/experience acceptable to Mission Australia.
Level 4	<ul style="list-style-type: none"> • Works under general direction in functions that require the application of skills and knowledge appropriate to the work; • Perform duties of a specialised nature requiring the development of expertise over time or previous knowledge; • Undertake a wide range activities which may require the Employee to exercise judgment and/ or contribute critical knowledge and skills where procedures are not clearly defined; • May be required to supervise employees at lower levels. 	<ul style="list-style-type: none"> • Relevant degree with 1 years experience; and/or • Associate Diploma with substantial years of relevant experience.
Level 5	<ul style="list-style-type: none"> • Work under general direction from senior employees and exercise a degree of autonomy; • Undertakes a range of functions requiring the application of a high level of knowledge and skills to achieve results in line with organisational goals; • Provide expert advice to employees classified at a lower level; • Plan, co-ordinate, implement and administer activities, policies and budgets; • Develop, plan and supervise the implementation of educational or developmental programs for clients; • Supervision of employees at lower level. 	<ul style="list-style-type: none"> • Relevant degree with relevant experience or other appropriate qualification/experience acceptable to Mission Australia.

Schedule H – Aged Care

1. Application

The provisions of this Schedule apply to Employees employed by the Employer in the classifications contained at clause 2 of this Schedule.

2. Classifications and Progression

Refer to tables on pages 82-83.

3. Span of Hours

The ordinary working hours will be from 6.00am – 6.00pm Monday to Friday.

4. Shift Work

4.1 For the purpose of accruing additional annual leave under the NES, an employee working in an Aged Care Facility as an Aged Care Employee or an Administrative Employee, is regularly rostered to work their ordinary hours outside of the span of hours (i.e. 6.00am to 6.00pm Monday to Friday), is defined as a shift worker.

4.2 Shift allowances and penalty rates

a) Employees working afternoon or night shift will be paid the following percentages in addition to the ordinary rate for such shift. Provided that employees who work less than 38 hours per week will only be entitled to the additional rates where their shift commence prior to 6.00am or finish subsequent to 6.00pm.

Definition	Shift Penalty
Afternoon shift (commencing at 10.00am and before 1.00pm)	10%
Afternoon shift (commencing at 1.00pm and before 4.00pm)	12.5%
Night Shift (commencing at 4.00pm and before 4.00am)	15%
Night Shift (commencing at 4.00am and before 6.00am)	10%

b) An employee entitled to a shift allowance under clause 4.2, will be paid the shift allowance for the entire shift.

5. Additional Working Hours

a) For all authorised overtime, overtime rates under this clause will be in substitution for, and not cumulative upon any shift premiums.

b) All time worked in excess of a part time employees rostered hours on any 1 day (unless an agreement has been entered into

in accordance with clause 11.2 (g) (Part Time Employment), will be overtime and paid as follows.

Employment Type	Day	Shift Penalty
Full Time	Monday to Friday	150% (plus any all-purpose allowance payable) for the first 2 hours, 200% thereafter
	Saturday or Sunday	200% (plus any all-purpose allowance payable)
	Public Holiday	250% (plus any all-purpose allowance payable)
Part Time (in excess of 38 hours per week or 76 per fortnight)	Monday to Friday	150% (plus any all-purpose allowance payable) for the first 2 hours, 200% thereafter
	Saturday and Sunday	200% (plus any all-purpose allowance payable)
	Public Holiday	250% (plus any all-purpose allowance payable)
Part Time (in excess of 10 hours per day)	Monday to Saturday	150% (plus any all-purpose allowance payable) for the first 2 hours, 200% thereafter
	Sunday	200% (plus any all-purpose allowance)
	Public Holiday	250% (plus any all-purpose allowance payable)

Employment Type	Day	Shift Penalty
Casual (in excess of 38 hours per week or 76 hours per fortnight)	Monday to Friday	187.5% (plus any all-purpose allowance payable) for the first 2 hours, 250% thereafter
	Saturday and Sunday	250% (plus any all-purpose allowance payable)
	Public Holiday	312.5% (plus any all-purpose allowance payable)

Casual (in excess of 10 hours per day)	Monday to Saturday	187.5% (plus any all-purpose allowance payable) for the first 2 hours, 250% thereafter
	Sunday	250% (plus any all-purpose allowance payable)
	Public Holiday	312.5% (plus any all-purpose allowance payable)



NOTE: The overtime rates for casual employees have been calculated by adding the casual loading prescribed by clause 11.6 (Casual Employment) to the hourly rate (plus any all-purpose allowance payable) before applying the overtime rates for full time and part time employees.

SDEA Enterprise Agreement Classification – Aged Care Employees

Aged Care Employees	Employees engaged in the aged care industry who provide direct or support services to ensure the wellbeing of service users.	
	Indicative duties/responsibilities:	Indicative skills, qualifications and experience:
Level 1	<ul style="list-style-type: none"> Works under limited supervision to provide assistance to clients in carrying out simple personal care tasks or, provides assistance to a higher-level Care Worker in attending to the personal care needs of a client; Is capable of prioritising work within established routines, methods and procedures; Has a limited level of accountability or discretion; Requires specific on-the-job training and/or relevant skills training or experience. 	<ul style="list-style-type: none"> An Employee who has more than 3 months work experience in the industry.
Level 2	<ul style="list-style-type: none"> Provides a wide range of personal, pastoral or recreational care services to clients; Works in accordance with Commonwealth and State legislative requirements and client's care plan; Works under limited supervision and has a level of accountability for the quality of their own work; Is capable of prioritising work within established routines, methods and procedures. 	<ul style="list-style-type: none"> Holds a Certificate II or relevant experience acceptable to Mission Australia.
Level 3	<ul style="list-style-type: none"> Develops and implements personal, pastoral or recreational programs of activities for clients including the development of client care plans; Works under limited supervision and has a level of accountability for the quality of their own work; Is capable of prioritising work within established routines, methods and procedures. 	<ul style="list-style-type: none"> Holds a relevant Certificate Level III in Care Support Services or other appropriate qualification/experience acceptable to Mission Australia.
Level 4	<ul style="list-style-type: none"> Has overall responsibility for the provision of personal, pastoral or recreational care to clients; May be responsible for leading and/or supervising the work of others; Is capable of functioning semi-autonomously and prioritising work within established policies, guidelines and procedures; Has a substantial level of accountability for work performed. 	<ul style="list-style-type: none"> Certificate IV in Aged Care Work or other appropriate qualification/experience acceptable to Mission Australia and is required to act on the knowledge gained in such a qualification.
Level 5	<ul style="list-style-type: none"> Employees at this level may be required to exercise any/all managerial functions in relation to the operation of the facility; Is capable of functioning with a high level of autonomy and prioritising work within established policies, guidelines and procedures; Has a substantial level of accountability and responsibility for work performed. May be responsible for leading and/or supervising the work of others; 	<ul style="list-style-type: none"> An Employee who may be required to have and use any additional qualifications than would be required for an Aged Care Employee Level 4.

SDEA Enterprise Agreement Classification – Aged Care Employees

Aged Care Employees	Employees engaged in the aged care industry who provide direct or support services to ensure the wellbeing of service users.	
	Indicative duties/responsibilities:	Indicative skills, qualifications and experience:
Level 6	<ul style="list-style-type: none"> • Manages service accreditation and regulatory compliance; • Manages the development of policies and procedures to ensure compliance with regulations; • Facilitate audits, identify continuous improvement strategies and maintain currency of legislative requirements to ensure improved service delivery and compliance; • May be responsible for supervising the work of others; • Is capable of functioning with a high level of autonomy and has a substantial level of accountability and responsibility for work performed." 	<ul style="list-style-type: none"> • Relevant tertiary qualification and/or experience; • Significant quality and compliance experience in the Aged Care industry.
Level 7	<ul style="list-style-type: none"> • Responsible for all financial aspects of residents including: management of trust accounts, collection of fees, security and banking of monies and completion of audits; • Manages the recording and reconciliation of financial entries; • Responsible for all administrative functions of the service/s; • Supervises employees at a lower level; • Is capable of functioning autonomously, and prioritising their work and the work of others; • Has a substantial level of accountability and responsibility for work performed. 	<ul style="list-style-type: none"> • Relevant tertiary qualification and/or experience in a business related discipline; • Significant experience in business and accounts administration.

Schedule I – Nurses

1. Application

The provisions of this Schedule apply to Employees employed by the Employer in the classifications contained at clause 2 of this Schedule.

2. Classifications and Progression

Refer to tables on pages 86-87.

3. Span of Hours – Day worker

The ordinary working hours for a **day worker** will be from 6.00am – 6.00pm Monday to Friday.

4. Span of Hours – Shift Work

4.1 A **shiftworker** is an employee who is regularly rostered to work their ordinary hours of work outside the span of hours of a day worker as defined in clause 3 of this Schedule.

4.2 The ordinary hours of work for a full time employee will be:

- a) 38 hours per week; or
- b) 76 hours per fortnight; or
- c) 152 hours over 28 days.

4.3 An exception to clause 41 (Shiftwork) is Employees classified as a nurse. For those Employees, any shift that finishes after 6.00pm and at or before 12.00 midnight is an evening shift.

4.4 For the purposes of clause 41 (Shiftwork):

- a) Afternoon shift means any shift commencing not earlier than 12.00 noon and finishing after 6.00 pm on the same day; and
- b) Night shift means any shift commencing on or after 6.00pm and finishing before 7.30am on the following day.

4.5 Shiftwork loading

- a) Where an employee works a rostered afternoon shift between Monday and Friday, the employee will be paid a loading of 12.5% of the minimum hourly rate applicable to their classification and pay point.
- b) Where an employee works a rostered night shift between Monday and Friday, the employee will be paid a loading of 15% of the minimum hourly rate applicable to their classification and pay point.

5. Annual Leave

- 5.1 An Employee classified as a Nurse is entitled to:
- a) Five weeks of Annual Leave per year, accrued on a pro rata basis and credited to the Employee each fortnight for Employees who are not shiftworkers; or
 - b) 6 weeks annual leave for Employees who are regularly required to work their ordinary hours outside of the Span of Ordinary Hours.

6. Additional Working Hours

6.1 Hours worked by Employees in excess of the ordinary hours on any day or shift are to be paid as follows:

Employment Type	Day	Shift Penalty
Full Time and Part Time (in excess of the rostered daily ordinary full time hours)	Monday to Saturday (inclusive)	150% for the first 2 hours, 200% thereafter
	Sunday	200%
	Public Holiday	250%
Casual (in excess of the ordinary hours on any day or shift prescribed in clause 38 (Ordinary Hours of Work))	Monday to Saturday (inclusive)	150% for the first 2 hours, 200% thereafter
	Sunday	250%
	Public Holiday	250%

- a) Overtime rates as prescribed in clause 6.1 do not apply to Full time, Part Time and Casual Registered nurse levels 4 and 5.
- b) Overtime rates under clause 6 (Additional Working Hours) will be in substitution for and not cumulative upon the shiftwork loadings and weekend penalty rates.



NOTE: The overtime rates for casual employees are the casual hourly rate.

7. Allowances

7.1 Uniform Allowance

Where a nurse is required by Mission Australia to wear a uniform and in lieu of supplying the uniform, Mission Australia will pay Nurses an allowance of \$2.74 per shift or part thereof on duty or \$13.67 per week, whichever is the lesser amount. These allowances will be paid during periods of leave.

7.2 Laundry Allowance

As Mission Australia is not able to provide Nurses with laundry facilities to launder their uniforms, Mission Australia will pay an allowance of \$1.02 per shift or part thereof on duty or \$5.11 per week. This allowance is not payable during any absence or leave.

7.3 In charge Allowance

A Registered Nurse in charge during the day, evening or night of a facility shall be paid whilst in charge the following allowance in addition to their appropriate salary:

- a) Facility of less than 100 beds
- \$38.39 per shift;
- b) Facility of 100 beds to less than 150 beds
- \$73.59 per shift;
- c) Ward or Unit - \$38.39 per shift.

8. Higher Duties

Where a Nurse is required to undertake duties at a higher classification for a period of greater than 3 days, they shall be paid at the minimum pay point at the higher classification.

SDEA Enterprise Agreement Classification – Nurses

Nurses	Nurse who provides direct nursing care based on compliance with the Australasian Nurse Registering Authorities Conference competencies, to a group of patients/clients.	
	Indicative duties/ responsibilities:	Indicative skills, qualifications and experience:
Nursing Assistant	<ul style="list-style-type: none"> • Works under direct supervision of a Registered or Enrolled Nurse; • Primary function is to assist an RN or EN in the provision of nursing care to persons. 	<ul style="list-style-type: none"> • No formal qualifications
Enrolled Nurse	<ul style="list-style-type: none"> • An ability to relate theoretical concepts to practice; • Flexibility in the capacity to undertake work across the broad range of nursing activity; • Observation and assessment skills to recognise and report deviations from stable conditions. 	<ul style="list-style-type: none"> • Hospital based course of general training in nursing or a course accredited at advanced certificate level leading to enrolment as an Enrolled Nurse.
Registered Nurse	<ul style="list-style-type: none"> • Works under general direction; • Delivery of direct and comprehensive nursing care and individual case management to patients/clients; • Coordinating services, including those of other disciplines or agencies, to individual patients or clients within the practice setting • Provision education, counselling and group work services; • Providing support, direction and education to newer or less experienced staff • Has a level of accountability for standards of nursing care and service delivery. 	<ul style="list-style-type: none"> • An employee who is registered with the relevant Nurses Registration Board as a Registered Nurse.
Clinical Nurse	<ul style="list-style-type: none"> • Duties of a registered nurse; • Delivery of direct and comprehensive nursing care to patients/clients with complex nursing care needs in a particular area of nursing practice; • Responsible for planning and coordinating services relating to a particular group of patients/clients as delegated by the Clinical Nurse Consultant • Providing support, direction, orientation and education to RN1's, EN's, student nurses and student EN's 	<ul style="list-style-type: none"> • A registered nurse who holds any other qualification and/or experience acceptable to Mission Australia.

SDEA Enterprise Agreement Classification – Nurses

Nurses	Nurse who provides direct nursing care based on compliance with the Australasian Nurse Registering Authorities Conference competencies, to a group of patients/clients.	
	Indicative duties/ responsibilities:	Indicative skills, qualifications and experience:
Clinical Nurse Specialist	<ul style="list-style-type: none"> Duties of a Clinical nurse; Is responsible for leading and/or supervising the work of others. 	<ul style="list-style-type: none"> A registered nurse who holds any other qualification and/or has significant relevant experience as a clinical nurse acceptable to Mission Australia.
Clinical Nurse Consultant	<ul style="list-style-type: none"> Duties of a Clinical Nurse; Acting as a consultant on request in the Employee's own area of proficiency for the purpose of facilitating the provision of quality nursing care; Facilitating the delivery of direct and comprehensive nursing care to patients/clients with complex nursing care needs in a particular area of nursing practice; Coordinating, and ensuring the maintenance of standards of the nursing care of a specific group or population of patients or clients within a practice setting Managing nursing or multidisciplinary service teams for the provision of nursing and allied health services. 	<ul style="list-style-type: none"> A registered nurse who holds any other qualification and/or has significant relevant experience as a clinical nurse acceptable to Mission Australia.
Nurse Educator	<ul style="list-style-type: none"> Duties of a Clinical Nurse; Accountable for the assessment, planning, implementation and evaluation of nursing education and employee development programs; Implementation and evaluation of patient/client education programs; Acting as a consultant on request in the required area of expertise for the purpose of facilitating the provision of quality nursing care. 	<ul style="list-style-type: none"> A registered nurse who holds any other qualification and/or has significant relevant experience as a clinical nurse acceptable to Mission Australia.

Schedule J – Health Professionals

1. Application

The provisions of this Schedule apply to Employees employed by the Employer in the classifications contained at clause 2 of this Schedule.

2. Classifications and Progression

Refer to table on page 89.

3. Span of Hours

The ordinary working hours will be from 6.00am – 6.00pm Monday to Friday.

4. Additional Working Hours

4.1 Hours worked by Employees in excess of the ordinary hours on any day or shift are to be paid as follows:

Employment Type	Day	Shift Penalty
Full Time and Part Time	Monday to Saturday	150% for the first 2 hours, 200% thereafter
	Sunday	200%
	Public Holiday	250%
Casual	Monday to Saturday	187.5% for the first 2 hours, 250% thereafter
	Sunday	250%
	Public Holiday	312.5%

a) Overtime rates under this clause will be in substitution for and not cumulative upon the shiftwork penalties and loadings.

5. Shiftwork

Shift penalties apply where an Employee is rostered to work their ordinary hours during the following periods:

Shift	Full time and Part Time Employee	Casual Employee
Weekend Penalty Rates (Saturday and Sunday)	150%	175%
Shiftworker where the ordinary rostered hours finish between 6.00pm and 8.00am or commence between 6.00pm and 6.00am	115%	140%



NOTE: The shiftwork rates for casual employees do not include the casual loading of 25%.

SDEA Enterprise Agreement Classification – Health Professional Employees

Health Professional Employees	Employees who perform specialised duties as a therapist, psychologist or other health profession.	
	Indicative duties/ responsibilities:	Indicative skills, qualifications and experience:
Level 1	<ul style="list-style-type: none"> Entry level for new graduates and for the early stages of the career of a health professional; Freedom to act is limited by standards and procedures; Works under direct supervision and is provided with regular guidance; Work outcomes are clearly defined and monitored; Works within established routines, methods and procedures; 	<ul style="list-style-type: none"> Tertiary qualification in relevant field; Must meet the requirement to practise as a health professional (where appropriate in accordance with their professional association's rules and eligible for membership of their professional association); Registered, or eligible for registration, with the Australian Health Practitioner Regulation Authority where required.
Level 2	<ul style="list-style-type: none"> Performs the same duties as Level 1 and is employed as a Psychologist; Is responsible for the quality of their own work subject to routine supervision; Undertakes a range of activities requiring the application of acquired skills and knowledge. 	<ul style="list-style-type: none"> Tertiary qualification in relevant field; Must meet the requirement to practise as a psychologist (where appropriate in accordance with their professional association's rules and eligible for membership of their professional association); Registered, or eligible for registration, with the Australian Health Practitioner Regulation Authority where required.
Level 3	<ul style="list-style-type: none"> Works independently and is required to exercise independent judgement on routine matters; May require professional supervision from more senior members of the profession or health team when performing novel, complex or critical tasks; May actively be involved in quality improvement activities or research; Contribute to the evaluation and analysis of guidelines, policies and procedures applicable to their clinical/professional work; May be required to contribute to the supervision of discipline specific students. 	<ul style="list-style-type: none"> In addition to the requirements of level 1, Employees at this level must have demonstrated a commitment to professional development and may have contributed to workplace education through provision of seminars, lectures or in-services.
Level 4	<ul style="list-style-type: none"> Performs the same duties as Level 3 and is employed as a Psychologist 	<ul style="list-style-type: none"> In addition to the requirements of level 2, Employees at this level must have demonstrated a commitment to professional development and may have contributed to workplace education through provision of seminars, lectures or in-services.
Level 5	<ul style="list-style-type: none"> Work in an area that requires high levels of specialist knowledge and skill as recognised by Mission Australia; Actively contribute 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 areas of expertise and quantifiable/measurable improvements in health outcomes; Performs a number of recognised specialties within a discipline. 	<ul style="list-style-type: none"> In addition to the requirements of level 3, Employees at this level would be experienced and must be able to independently apply professional knowledge and judgment when performing novel, complex or critical tasks specific to their discipline.
Level 6	<ul style="list-style-type: none"> Performs the same duties as Level 5 and is employed as a Psychologist. 	<ul style="list-style-type: none"> In addition to the requirements of level 4, Employees at this level would be experienced and must be able to independently apply professional knowledge and judgment when performing novel, complex or critical tasks specific to their discipline.



Schedule K – Labour Market Assistance

1. Application

The provisions of this Schedule apply to Employees employed by the Employer in the classifications contained at clause 2 of this Schedule.

2. Classifications and Progression

Refer to table on pages 92-93.

3. Flexibility in working hours

3.1 Employees may have flexibility in their starting and finishing times subject to:

- the provisions of this Section;
- not starting later than 9.00am or finishing before 4.00pm without the specific approval of their supervisor;
- the Employee not working more than 10 ordinary hours on any day;
- any restrictions or specific requirements set by the Employee's supervisor.

3.2 Employees and their supervisors in each workplace will work together to determine the amount of flexibility that is available to Employees. Factors to be taken into account in determining this flexibility are normal business hours, the availability of work outside of business hours and the preferences of all Employees within that workplace.

3.3 Clause 4.1 does not apply to part time working arrangements.

4. Advancement to a higher pay point

4.1 From the first full pay period commencing on or after 1 July each year, a Labour Market Assistance employee will be eligible for progression from 1 pay point to the next pay point within their classification if following a performance review:

- the Employee has demonstrated competency and satisfactory performance over a minimum of 6 months at their current pay point within the classification as calculated at 30 June; and
- the Employee has acquired and satisfactorily used new or enhanced skills if required by the Employer; and
- the Employee is not already at the top pay point for their classification; and
- where the Employee is a casual Employee, the Employee has worked in excess of 875 hours at the same classification level and pay point within the previous 24 months.

4.2 Competency and satisfactory performance will be deemed to be satisfactory by the Employer in accordance with our employment policies and procedures.

5. Additional Working Hours

5.1 Hours worked by Employees in excess of the ordinary hours on any day or shift are to be paid as follows:

Employment Type	Day	Shift Penalty
Casual (in excess of 10 hours per day or 38 hours per week)	Monday to Saturday	187.5% for the first 2 hours, 250% thereafter
	Sunday	250%
	Public Holiday	312.5%



NOTE: The overtime rates for casual employees have been calculated by adding the casual loading prescribed by clause 11.6 (Casual Employment) to the minimum hourly rate before applying the overtime rates for full time and part time employees prescribed under this clause.

7. Shiftwork

Shift penalties apply where an Employee is rostered to work their ordinary hours during the following periods:

Shift	Shift Penalty
Work performed between 8.00pm and midnight Monday to Friday (inclusive)	120%
Work performed between midnight and 6.00am from Sunday to Friday (inclusive)	135%
Work performed between midnight Friday and midnight Saturday	175%
Work performed between midnight Saturday and midnight Sunday	200%

SDEA Enterprise Agreement Classification – Labour Market Assistance Employee

Employment Administration Employee	An Employee who works at an employment service site and who undertakes tasks primarily of an administrative nature	
	Indicative duties/ responsibilities:	Indicative skills, qualifications and experience:
Level 1	<p>Performs a range of clearly defined administrative, including financial and clerical duties, under the direct supervision of the manager or another employee with delegated supervisory responsibility. The duties will be clearly defined. Once familiar with the workplace, they may be expected to exercise limited discretion and solve minor problems arising in the course of their duties and within clearly defined procedures, guidelines and policies of the service. Instruction and assistance will be readily available.</p>	<ul style="list-style-type: none"> • Trainee (not employee on a training wage) • Entry Level Administrative Assistant • Receptionist
Level 2	<p>Performs and is responsible to the manager of a service for a range of administrative duties and including, but not limited to financial, accounting and clerical duties ranging from the simple to the complex, for office management and for supervision of other administrative and support employees including trainees. In keeping with the nature of client services offered by Mission Australia, they will also liaise from time to time with clients of the service and other service providers.</p>	<ul style="list-style-type: none"> • Client Support Coordinator • Administration Officer

SDEA Enterprise Agreement Classification – Labour Market Assistance Employee

Employment Service Delivery Employee	A multi-functioned Employee who works within or primarily in connection with an employment service site and who may be engaged to provide direct services to participants in training courses, placement or support services and other programs and activities	
	Indicative duties/ responsibilities:	Indicative skills, qualifications and experience:
Level 1	An Employee in a low to moderately complex role. Required to assist in the development and administration of programs. This may include arranging and conducting training courses, preparation of training curriculum and plans, client assessment activities, preparation of individual client service programs, the conduct of employment placement and/or support services and other activities. They may exercise some organising functions in respect of Trainees and Employment Administrative Employees.	<ul style="list-style-type: none"> • Sales Support • Youth Client Support Officer • Mentor School Transition to Work
Level 2	An Employee in a moderate to highly complex role, with responsibility for the delivery of services to individual clients or for face to face sales work with employers. Required to assist in the development and administration of programs. This may include arranging and conducting training courses, preparation of training curriculum and plans, client assessment activities, preparation of individual client service programs, the conduct of employment placement and/or support services and other activities. They may exercise some organising functions in respect of Trainees and Employment Administrative Employees.	<ul style="list-style-type: none"> • Sales Rep • Employment Advisor • Youth Employment Specialist • Sales Mentor
Level 3	An Employee who may be a specialist and who likely reports to a site manager or Program Manager. May be required to undertake management duties of a Level 4 Employee at a level below the management of a site or program. The Employee may also be required to undertake client operational duties.	<ul style="list-style-type: none"> • Business Development • Program Coordinator • Team Leader
Level 4	An Employee required to co-ordinate the development, implementation and evaluation of programs and/or services of Mission Australia including the preparation of funding proposals and budgets on behalf of Mission Australia and the monitoring of program performance and budgets. They would be expected to exercise an employee leadership role and supervise other employees of the service. This may include the co-ordination of induction of new employees, training and other human resource development strategies and co-ordination of work tasks and responsibilities. They would be expected to represent Mission Australia in dealings with local employers, government and community agencies and in dealings with local media.	<ul style="list-style-type: none"> • Site Manager

Schedule L – Operations Support

1. Application

The provisions of this Schedule apply to Employees employed by the Employer in the classifications contained at clause 2 of this Schedule.

2. Classifications and Progression

Refer to tables on pages 96-99.

3. Advancement to a higher pay point

3.1 The performance criteria for advancement to a higher pay point are:

- a) pay point 2 – demonstrated capability/performance meets the expected standard for the role;
- b) pay point 3 – demonstrated capability/performance is consistently above the expected standard for the role.

4. Remote Work Allowance

4.1 Remote work

- a) This clause applies where an employee is required by their employer to perform remote work.
- b) For the purpose of this clause, remote work means the performance of work by an employee at the direction of, or with the authorisation of, their employer that is:
 - i) not part of their ordinary hours of work rostered in accordance with clause 38 (Span of Hours) (or, in the case of casual employees, not a designated shift); and
 - ii) not additional hours worked in accordance with clause 44 (Additional Working Hours); and
 - iii) not required to be performed at a designated workplace.

4.2 Minimum payments for remote work

- a) Where an employee performs remote work, they will be paid for the time spent performing remote work, with the following minimum payments applying:

Where the employee is on call between the hours	A Minimum Payment of
6.00am and 10.00pm	15 minutes' pay
10.00pm and 6.00am	30 minutes' pay
Where the employee is not on call	One hour's pay
Where the remote work involves participating in staff meetings or staff training remotely	One hour's pay

- b) Any time worked continuously beyond the minimum payment period outlined above will be rounded up to the nearest 15 minutes and paid accordingly.
- c) Where multiple instances of remote work are performed on any day, separate minimum payments will be triggered for each instance of remote work performed, save that where multiple instances of remote work are performed within the applicable minimum payment period, only one minimum payment period is triggered.

4.3 Rates of pay for remote work

- a) Remote work will be paid at the employee's minimum hourly rate unless one of the following exceptions applies:

Remote Work Performed	Shift Penalty
Outside the span of 6.00am to 8.00pm (Permanent and Temporary Employees)	150% for the first 2 hours, 200% thereafter
Outside the span of 6.00am to 8.00pm (Casual Employees)	175% for the first 2 hours, 225% thereafter
In excess of 38 hours per week or 76 hours per fortnight (Permanent and Temporary Employees)	Remote work performed in excess of 10 hours per day. 150% for the first 2 hours, 200% thereafter
In excess of 38 hours per week or 76 hours per fortnight (Casual Employees)	175% for the first 2 hours, 225% thereafter
Saturday (Permanent and Temporary Employees)	150% for the first 2 hours, 200% thereafter
Saturday (Casual Employees)	175%
Sunday (Permanent and Temporary Employees)	200%
Sunday (Casual Employees)	225%
Public Holiday (Permanent and Temporary Employees)	250%
Public Holiday (Casual Employees)	275%

- b) The rates of pay in clause 4.3 (Rates of pay for remote work) above are in substitution for and not cumulative upon the rates prescribed in clauses 44 (Additional Working Hours) and 39 (Shiftwork).

SDEA Enterprise Agreement Classification – Performance & Continuous Improvement Employees

Performance & Continuous Improvement Employees	Employees engaged in Service Delivery analysis, performance, quality, compliance or testing	
	Indicative duties/ responsibilities:	Indicative skills, qualifications and experience:
Level 1	<ul style="list-style-type: none"> Perform analytical or investigative tasks within the parameters of the approved projects/programs to demonstrate service delivery; Prepare reports, charts/graphs and other associated insights or documents to assist senior employees in making recommendations; Works under general supervision and allows scope for exercising initiative in the application of established work procedures. 	<ul style="list-style-type: none"> Possess developed analytical skills; May utilise limited professional or specialised knowledge; Working knowledge of statutory requirements relevant to the workplace.
Level 2	<ul style="list-style-type: none"> Develops reports and sources information from internal and external data sources to support business decisions; Document procedures to ensure compliance with legal, regulatory and ethical standards; Deliver outcomes through analysis, creation and execution of test designs, case and procedures to ensure a consistent and quality outcome; Use of Project Management approaches Perform duties of a specialised nature requiring the development of expertise over time or previous knowledge; Undertake a wide range of activities which may require the Employee to exercise judgment and/or contribute critical knowledge and skills. 	<ul style="list-style-type: none"> Knowledge of statutory requirements relevant to the work; Sound discipline knowledge gained through experience, training or education. Desired tertiary qualifications and/or relevant experience;
Level 3	<ul style="list-style-type: none"> Work under general direction from senior employees and exercise a degree of autonomy; Use project management methodologies to ensure that agreed deliverables are provided within the required timeframes; Operate as a specialist employee in the relevant discipline Develop and recommend remedial actions as appropriate, including performance and continuous improvement Undertake duties that require knowledge of procedures, guidelines and/or statutory requirements relevant to the organisation. 	<ul style="list-style-type: none"> Relevant degree and/or relevant experience; Sound discipline knowledge gained through experience; Knowledge of the role of the organisation, its structure and services; Sound knowledge of statutory obligations, policies and procedures.
Level 4	<ul style="list-style-type: none"> Implement organisational strategy for e.g. community services in the arena of quality service delivery and management; Develop and support the implementation of national service delivery standards, policy, procedure and practice guidelines relevant to the quality management of services, employees and client delivery; Support service accreditation against required quality and standards framework; Facilitate continuous improvement in service management systems and case management/client service delivery; Provide expert guidance to service teams and managers; Exercises autonomy with limited direction from senior employees; Utilises selection methods and techniques based on sound judgment; 	<ul style="list-style-type: none"> Relevant degree and/or substantial management experience; Specialist knowledge gained through experience, training or education; Appreciation of the long-term goals of the organisation; Detailed knowledge of program activities and work practices. Coaching and mentoring skills Sound experience in business development, government relations or contract management.

SDEA Enterprise Agreement Classification – Development and Support Employees

Development and Support Employees	Employees engaged in the development and support of services and programs.	
	Indicative duties/ responsibilities:	Indicative skills, qualifications and experience:
Level 1	<ul style="list-style-type: none"> Perform the development of solutions (projects, enhancements, maintenance and/or support) according to development standards; Providing reliable, stable and operationally sound applications that meet business requirements; Develop operational and system documentation to enable effective maintenance and support of applications; Conduct testing of solutions developed to ensure quality deliverables; Conduct low level complexity problem management and issue support to ensure system availability, reliability, stability, currency and recoverability. Works under general direction from senior employees and exercise a degree of autonomy; Conducts training needs analysis to determine training requirement both prior to and post training delivery; Deliver user training; Facilitate workshops; Responsible for assessing the gap between current processes and proposed processes to determine appropriate training and system requirements for effective implementation; 	<ul style="list-style-type: none"> May utilise limited professional or specialised knowledge; Qualification and/or experience in relevant discipline; and/or Certificate IV in Training and Assessment or equivalent; and/or Previous experience in training delivery and/or development. Sound experience in Community Services; and/or Possess working knowledge of analytical and problem solving skills.
Level 2	<ul style="list-style-type: none"> In addition to the duties of level 1: Develop operational and system documentation to enable effective maintenance and support of applications; Plan and conduct component testing of solutions designed and developed to ensure quality deliverables; Using an understanding of business requirements and the applications roadmap, clarify with and influence the business in defining technical requirements to ensure system changes are aligned to longer term investment plans and meet business requirements; Conduct medium level complexity problem management and issue support to ensure system availability, reliability, stability, currency and recoverability of applications. Undertakes activities which may require the Employee to exercise judgment and/or contribute critical knowledge and skills where procedures are not clearly defined; Responsible for the preparation and delivery of training including supporting material; Responsible for assessing the gap between current processes and proposed processes to determine appropriate training and system requirements for effective implementation; Conduct a training needs analysis to determine training requirement both prior to and post training delivery; Deliver user training; Facilitate workshops; 	<ul style="list-style-type: none"> Strong analytical skills; Experience delivering major pieces of work in a complex project environment; Desired experience providing quality review of technical advice and leadership to a development team; Tertiary level qualifications in computer science or relevant industry recognized certification; Minimum of two years business process improvement/ data and systems analysis and methodology/ systems functional expertise; Sound discipline knowledge gained through experience, training or education; Qualification and/or experience in relevant discipline; and/or Certificate IV in Training and Assessment or equivalent; and/or Possess developed analytical and problem solving skills; Previous experience in training delivery and/or development.

SDEA Enterprise Agreement Classification – Development and Support Employees

Development and Support Employees	Employees engaged in the development and support of services and programs.	
	Indicative duties/ responsibilities:	Indicative skills, qualifications and experience:
<p>Level 3</p>	<ul style="list-style-type: none"> • Drive the delivery of quality and sustainable development solutions for projects, enhancements, maintenance and/or support, in line with the broader business strategies; • Direct, own and develop business recovery, disaster recovery and continuity plans to deliver system availability, reliability, stability, currency and recoverability of applications to meet agreed service levels; • Manage and liaise with multiple business stakeholders and suppliers to ensure application support and development initiatives are understood, accepted and engaged with where required by impacted external and internal stakeholders; • Drive service management through identification, management and delegation of incidents and problem resolution, including notification of relevant stakeholders • Monitor, control and manage the resources required to develop and maintain technology services; • Monitor and review supplier performance; • Conduct high level complexity problem management and level three issue support to ensure system availability, reliability, stability, currency and recoverability of applications; • Administer and review the development and maintenance of operational and system documentation to enable consistent maintenance and support of applications; • Contribute to high level solution design, including challenging and influencing architects and solutions designers. • Exercises autonomy with limited direction from senior employees; • Responsible for the planning, coordination and tracking of implementation activities to ensure smooth roll-out of projects; • Capture feedback associated with implementation and prepare reports on project progress; • Responsible for the planning, development and tracking of training and communication strategy across the organisation; • Responsible for regular communications about a project; • Act as a consultant and provide expert advice to internal. 	<ul style="list-style-type: none"> • Strong analytical and people management skills; • Minimum of five years of business process improvement/ data analysis/ systems functional expertise; • Facilitation of business solution workshops involving participants from senior management to end business users; • Knowledge of project management disciplines; • Coaching and mentoring skills; • Desired business and/or technology tertiary qualifications. • Advanced knowledge of system analysis tools and methods; • Project management qualifications are desirable. • Previous experience in project planning and coordination; • Qualification and/or experience in relevant discipline; and/or • Certificate IV in Training and Assessment or equivalent; and/or • Sound experience in Community Services; and/or • Previous experience in training delivery and/or development; • Possess developed analytical and problem solving skills.

SDEA Enterprise Agreement Classification – Support Managers

Support Managers	Managers of employees engaged in a national support role.	
	Indicative duties/ responsibilities:	Indicative skills, qualifications and experience:
Level 1	<ul style="list-style-type: none"> • Lead, mentor, coach, develop and manage the Implementation and Training team to ensure the successful implementation of projects in the business; • Manage, control and report on project Schedules to ensure that project/s are delivered within the required timeframes and meet user requirements; • Manage project budget and resources. 	<ul style="list-style-type: none"> • Qualification and/or experience in project management and training; • Experience in health, community or human services sector; • Demonstrated experience in managing and/or mentoring employees.
Level 2	<ul style="list-style-type: none"> • Lead, mentor, coach, develop and manage a team of specialists who contribute to policy, quality frameworks and compliance in Service Delivery; • Lead the development, implementation and monitoring of national standards, policy, practice guidelines, toolkits and quality frameworks for Service Delivery; • Provide high level policy advice to the business; • Develop and implement strategies for embedding a quality culture in Service Delivery; • Manager a portfolio of quality and compliance projects. 	<ul style="list-style-type: none"> • Tertiary qualification relevant to community services or related field; • 5 years management experience in the health, community, human services or other relevant sector; • Experience in project management; • Demonstrated experience in people management; • High level understanding of the Service Delivery compliance and practice environment.
Level 3	<ul style="list-style-type: none"> • Lead, mentor, coach, develop and manage a team of technical specialists who undertake analysis, programming and testing; • Monitor and manage development streams including the prioritisation of new product releases and enhancements; • Manage vendor relationships including vendor deliverables, timeframes and quality; • Develop a suite of customised management information reports; • Engage with relevant stakeholders to define the requirements of applications and determine an optimum design for subsequent development. 	<ul style="list-style-type: none"> • Tertiary qualification relevant to community services or related field; • Experience in project management; • 5 years management experience in the health, community, human services, training or other relevant sector; • Demonstrated experience in people management; • High level understanding of change management principles and their application.
Level 4	<ul style="list-style-type: none"> • Manage, supervise and evaluate a community based development program; • Lead an organisational unit/department; • Provide function direction and achieve results through influencing key stakeholders; • Recognised as a subject matter expert and act as a consultant to the business; • Accountable for major projects that impact on the direction of the program; • Identify and evaluate the challenges, opportunities and suitability of numerous programmes; • Manage a diverse and complex group of programmes/projects simultaneously; • Develop reports, timeframes, budgets and analysis to ensure effective and efficient implementation and management of resources. 	<ul style="list-style-type: none"> • Tertiary qualification relevant to community services or related field; • Experience in project management; • 10 years management experience in the health, community, human services, training or other relevant sector; • Demonstrated experience in people management.

Schedule M – Trainees and Apprentices (Miscellaneous)

1. Application

The provisions of this Schedule apply to Employees employed by the Employer in the classifications contained at clause 2 of this Schedule.

2. Classifications and Progression

Refer to table below.

3. Application

- 3.1 This Schedule applies in respect of an Employee covered by this Agreement who is undertaking a Traineeship or Apprenticeship leading to an AQF Certificate Level qualification.
- 3.2 This Schedule does not apply to any current Employees, or any future Employees who are not Trainees or Apprentices.
- 3.3 Where the terms and conditions of this Schedule conflict with other terms and conditions of this Agreement dealing with Traineeships, the other terms and conditions of this Agreement shall prevail.
- 3.4 At the conclusion of the Traineeship, this Schedule ceases to apply to the Employee.

4. Definitions

In this Schedule:

- 4.1 **Approved training** means the training specified in the training contract.
- 4.2 **Relevant State or Territory training authority** means the bodies in the relevant State or Territory which exercise approval powers in relation to Traineeships and register training contracts under the relevant State or Territory vocational education and training legislation.
- 4.3 **Relevant State or Territory vocational education and training legislation** means the relevant State or Territory Training Act.
- 4.4 **School Based Trainee** is an Employee undertaking a School Based Traineeship under a training contract.
- 4.5 **Traineeship and Apprenticeships** means a system of training which has been approved by the relevant State or Territory training authority, which meets the requirements of a training package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AQF certificate level or trade qualification.
- 4.6 **Training Agreement** includes the contract of apprenticeship, training agreement for a Traineeship, indenture made between an Employer and an Employee which is registered with the relevant State or Territory training authority.
- 4.7 **Training package** means the competency standards and associated assessment guidelines for an AQF certificate level qualification which have been endorsed for an industry or enterprise by the National Quality Council and placed on the National Training Information Service with the approval of the Commonwealth, State and Territory Ministers responsible for vocational education and training and includes any relevant replacement training package.

SDEA Enterprise Agreement Classification – Miscellaneous Employees

Miscellaneous Employees	Employees employed by Mission Australia in Service Delivery and whose occupations and duties do not fall within Mission Australia’s traditional service delivery roles as identified in the Service Delivery, Operation Support and Labour Market Assistance classifications.	
	Indicative duties/ responsibilities:	Indicative skills, qualifications and experience:
Miscellaneous Employee	<ul style="list-style-type: none"> • As determined in the Position Description provided for the position. 	<ul style="list-style-type: none"> • As determined in the Position Description provided for the position.

5. Types of traineeship

- 5.1 Trainees may be employed as temporary (fixed term) employees for the duration of the traineeship, and may be offered employment on successful completion of the traineeship.
- 5.2 A trainee will have at least 20% of ordinary hours dedicated to approved training which may be on-the-job, off-the-job, or a combination of both.

6. Minimum wages

These Employees are paid on the following basis:

- 6.1 Employees in this classification will be paid applicable trade allowances for tools identified in the relevant Modern Award that are not provided for in this Agreement.
- 6.2 The terms and conditions of this Agreement will also apply to Employees classified as miscellaneous Employees under this Section.

7. Hours of Work

A Trainee or Apprentice is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.

8. Study Related Expenses

Where an Apprentice or Trainee has made satisfactory progress with the technical college component of the Apprenticeship, they will have all technical college fees paid or reimbursed by the Employer.

Schedule N – Previous Service Managers

1. Application

1.1 The provisions of this Schedule apply to Employees employed by the Employer in the classifications contained at clause 2 of this Schedule.

1.2 General

The provisions of this Schedule applies to Employees classified as Program Managers under this Agreement who were previously classified as Service Managers under the Community Service Enterprise Agreement 2011-2014 and who at the Commencement Date had those Service Manager conditions grandfathered by way of contract (“Grandfathered Service Managers”).

This Section only applies to Grandfathered Service Managers for:

- a) the life of this Agreement; or
- b) the time that the Grandfathered Service Manager remains in the role for which the grandfathered arrangements have been made; whichever is the lesser.

For the purposes of clause 1.1, the table within this Schedule outlines the Grandfathered Service Manager’s conditions and the Employee’s to whom they apply. Where any provision in this Schedule is inconsistent with any other provisions elsewhere in this Agreement, the provisions in this Schedule prevail. Refer to tables on page 104-105.

2. Classifications and Progression

Refer to table on page 68.

3. Remote Work Allowance

3.1 Remote work

- a) This clause applies where an employee is required by their employer to perform remote work.
- b) For the purpose of this clause, remote work means the performance of work by an employee at the direction of, or with the authorisation of, their employer that is:
 - i) not part of their ordinary hours of work rostered in accordance with clause 38 (Span of Hours) (or, in the case of casual employees, not a designated shift); and
 - ii) not additional hours worked in accordance with clause 44 (Additional Working Hours); and
 - iii) not required to be performed at a designated workplace.

3.2 Minimum payments for remote work

- a) Where an employee performs remote work, they will be paid for the time spent performing remote work, with the following minimum payments applying:

Where the employee is on call between the hours	A Minimum Payment of
6.00am and 10.00pm	15 minutes’ pay
10.00pm and 6.00am	30 minutes’ pay
Where the employee is not on call	One hour’s pay
Where the remote work involves participating in staff meetings or staff training remotely	One hour’s pay

- b) Any time worked continuously beyond the minimum payment period outlined above will be rounded up to the nearest 15 minutes and paid accordingly.
- c) Where multiple instances of remote work are performed on any day, separate minimum payments will be triggered for each instance of remote work performed, save that where multiple instances of remote work are performed within the applicable minimum payment period, only one minimum payment period is triggered.

3.3 Rates of pay for remote work

- a) Remote work will be paid at the employee's minimum hourly rate unless one of the following exceptions applies:

Remote Work Performed	Shift Penalty
Outside the span of 6.00am to 8.00pm (Permanent and Temporary Employees)	150% for the first 2 hours, 200% thereafter
Outside the span of 6.00am to 8.00pm (Casual Employees)	175% for the first 2 hours, 225% thereafter
In excess of 38 hours per week or 76 hours per fortnight (Permanent and Temporary Employees)	Remote work performed in excess of 10 hours per day. 150% for the first 2 hours, 200% thereafter
In excess of 38 hours per week or 76 hours per fortnight (Casual Employees)	175% for the first 2 hours, 225% thereafter
Saturday (Permanent and Temporary Employees)	150% for the first 2 hours, 200% thereafter
Saturday (Casual Employees)	175%
Sunday (Permanent and Temporary Employees)	200%
Sunday (Casual Employees)	225%
Public Holiday (Permanent and Temporary Employees)	250%
Public Holiday (Casual Employees)	275%

- b) The rates of pay in clause 4.3 (Rates of pay for remote work) above are in substitution for and not cumulative upon the rates prescribed in clauses 44 (Additional Working Hours) and 39 (Shiftwork).

SDEA Enterprise Agreement Classification – Previous Service Managers

Clause	Clause number	
Service Manager performance recognition payments	12	<p>12. Service Manager performance recognition payments</p> <p>12.1 The provisions of this Section will apply from 1 July 2012 to all employees classified as Services Managers.</p> <p>12.2 Where a Service Manager has been assessed as exceeding expectations of their role, they may be paid a performance recognition payment of up to 10 per cent of the employee's annual total remuneration.</p> <p>12.3 The performance recognition payment is inclusive of superannuation, such that the amount paid directly to a Service Manager and the superannuation contribution payable on the performance recognition payment together total 10 per cent of the employee's annual total remuneration.</p> <p>12.4 The performance recognition payment is subject to income taxation and all other relevant withholdings.</p> <p>12.5 Performance recognition payments will be in respect of performance over the previous financial year and will be determined and paid before the end of September each year where possible.</p>
Classification Structure	19.4	<p>Service Managers</p> <p>19.4 Employees classified as a Service Manager are paid a salary and are not paid by the hour. As such, Service Managers are not entitled to any payment:</p> <ol style="list-style-type: none"> for additional hours worked by the employee; of penalty payments for working outside ordinary hours or on weekends or public holidays; or of allowances of a non-reimbursement nature unless the allowance is specifically stated as applying to Service Managers.
Hour Bank and Additional Working Hours (exclusion)	35.2	<p>35.2 The Hour Bank provisions do not apply to employees classified as a Service Manager or Operations Support.</p>
Service Managers working hours	39	<p>39. Service Managers working hours</p> <p>39.1 Employees classified as a Service Manager are required to work additional hours, or work outside of ordinary hours where this is necessary to achieve required outcomes.</p> <p>39.2 To recognise the additional hours normally worked by Service Managers, they are entitled to paid time off work on the working days between Christmas Eve and New Year's Day (inclusive of those days and Mission Australia Day) without any requirement to take leave.</p> <p>39.3 An employee may be provided with other paid time off by Mission Australia where they has worked additional hours.</p>
Sleepover Allowance (exclusion)	68	<p>68. Sleepover Allowance</p> <p>68.1 Notwithstanding anything else in this Section, Sleepover Allowance does not apply to employees while they are working as a Nurse or to Service Managers.</p>
On Call Allowance (exclusion)	69	<p>On Call Allowance</p> <p>69.1 An employee, other than an employee who is classified as a Service Manager, who is rostered to be on call shall be entitled to the following On Call Allowance:</p> <ol style="list-style-type: none"> Monday to Friday – 1 hour pay for each day; and Saturday, Sunday and Public Holidays – 2 hours pay for each day.

SDEA Enterprise Agreement Classification – Previous Service Managers

Clause	Clause number																													
Call Out Allowance (exclusion)	70	<p>70. Call Out Allowance</p> <p>70.1 Call Out Allowance is where an employee is required to attend the workplace without advance notice and this is not continuous with the employee’s ordinary hours. Call Out Allowance does not apply to Service Managers.</p>																												
Service Manager On Call Allowance	71	<p>71. Service Manager On Call Allowance</p> <p>71.1 This Section only applies to Service Managers.</p> <p>71.2 Where an employee is required to be available to respond to emergencies outside of their normal working hours, either by attending the workplace or by providing assistance via phone, they will be paid an annual Service Manager On Call Allowance based on the methodology set out in this Section.</p> <p>71.3 The following table sets out the criteria to be considered when determining the amount of On Call Allowance to be paid to a Service Manager.</p> <table border="1"> <thead> <tr> <th>Point score</th> <th>Opening hours</th> <th>Method of assistance</th> <th>Average frequency of call out</th> <th>Reason for call out</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Standard weekday hours only</td> <td>via phone</td> <td>Less than once a month (or “LOW”)</td> <td>Security/ break in</td> </tr> <tr> <td>2</td> <td>Extended hours</td> <td>via phone</td> <td>Once a month (or “MEDIUM”)</td> <td>Security/ break in</td> </tr> <tr> <td>3</td> <td>24/7 site</td> <td>attending site</td> <td>More than once a month (or “HIGH”)</td> <td>Client management</td> </tr> </tbody> </table> <p>The amount of On Call Allowance is calculated according to the following table using the points accumulated from the criteria under clause 71.3:</p> <table border="1"> <thead> <tr> <th>Total point score</th> <th>Value of allowance per annum</th> </tr> </thead> <tbody> <tr> <td>1 – 4</td> <td>\$0</td> </tr> <tr> <td>5 – 10</td> <td>\$750</td> </tr> <tr> <td>11 – 12</td> <td>\$2,250</td> </tr> </tbody> </table>	Point score	Opening hours	Method of assistance	Average frequency of call out	Reason for call out	1	Standard weekday hours only	via phone	Less than once a month (or “LOW”)	Security/ break in	2	Extended hours	via phone	Once a month (or “MEDIUM”)	Security/ break in	3	24/7 site	attending site	More than once a month (or “HIGH”)	Client management	Total point score	Value of allowance per annum	1 – 4	\$0	5 – 10	\$750	11 – 12	\$2,250
Point score	Opening hours	Method of assistance	Average frequency of call out	Reason for call out																										
1	Standard weekday hours only	via phone	Less than once a month (or “LOW”)	Security/ break in																										
2	Extended hours	via phone	Once a month (or “MEDIUM”)	Security/ break in																										
3	24/7 site	attending site	More than once a month (or “HIGH”)	Client management																										
Total point score	Value of allowance per annum																													
1 – 4	\$0																													
5 – 10	\$750																													
11 – 12	\$2,250																													



Appendix 1 – Link between Classifications and Modern Awards

Service Delivery Classifications	Corresponding Award	Corresponding Award Classification
Administrative Employees		
Level 1	Social, Community, Home Care and Disability Services Industry Award	Social and Community Services Employee Level 1
	Aged Care Award	Aged Care Employee Level 2
	Educational Services (Post-Secondary) Award	General Staff Level 1
Level 2	Social, Community, Home Care and Disability Services Industry Award	Social and Community Services Employee Level 2
	Aged Care Award	Aged Care Employee Level 3
	Educational Services (Post-Secondary) Award	General Staff Level 2
Level 3	Social, Community, Home Care and Disability Services Industry Award	Social and Community Services Employee Level 3
	Aged Care Award	Aged Care Employee Level 4
	Educational Services (Post-Secondary) Award	General Staff Level 3
Level 4	Social, Community, Home Care and Disability Services Industry Award	Social and Community Services Employee Level 3
	Aged Care Award	Aged Care Employee Level 5
	Educational Services (Post-Secondary) Award	General Staff Level 4
Level 5	Social, Community, Home Care and Disability Services Industry Award	Social and Community Services Employee Level 4
	Aged Care Award	Aged Care Employee Level 6
	Educational Services (Post-Secondary) Award	General Staff Level 5
Level 6	Social, Community, Home Care and Disability Services Industry Award	Social and Community Services Employee Level 4
	Aged Care Award	Aged Care Employee Level 6
	Educational Services (Post-Secondary) Award	General Staff Level 5
Level 7	Social, Community, Home Care and Disability Services Industry Award	Social and Community Services Employee Level 4
	Aged Care Award	Aged Care Employee Level 6
	Educational Services (Post-Secondary) Award	General Staff Level 5
Level 8	Social, Community, Home Care and Disability Services Industry Award	Social and Community Services Employee Level 4
	Aged Care Award	Aged Care Employee Level 6
	Educational Services (Post-Secondary) Award	General Staff Level 5

Service Delivery Classifications	Corresponding Award	Corresponding Award Classification
Aged Care Employees		
Level 1	Aged Care Award	Aged Care Employee Level 1
Level 2	Aged Care Award	Aged Care Employee Level 2
Level 3	Aged Care Award	Aged Care Employee Level 3
Level 4	Aged Care Award	Aged Care Employee Level 4
Level 5	Aged Care Award	Aged Care Employee Level 5
Level 6	Aged Care Award	Aged Care Employee Level 6
Level 7	Aged Care Award	Aged Care Employee Level 7
Children's Services Employees		
Level 1	Children's Services Award	Children's Services Employee Level 1
Level 2	Children's Services Award	Children's Services Employee Level 2
Level 3	Children's Services Award	Children's Services Employee Level 3
Level 4	Children's Services Award	Children's Services Employee Level 4
Level 5	Children's Services Award	Children's Services Employee Level 5
Level 6	Children's Services Award	Children's Services Employee Level 6
Community Services and Housing Employees		
Level 1	Social, Community, Home Care and Disability Services Industry Award	Social and Community Services Employee Level 1
Level 2	Social, Community, Home Care and Disability Services Industry Award	Social and Community Services Employee Level 2
Level 3	Social, Community, Home Care and Disability Services Industry Award	Social and Community Services Employee Level 3
Level 4	Social, Community, Home Care and Disability Services Industry Award	Social and Community Services Employee Level 4
Level 5	Social, Community, Home Care and Disability Services Industry Award	Social and Community Services Employee Level 5
Early Childhood/Pre-School Teachers		
Level 1	Educational Services (Teachers) Award	Graduate Teacher with a 3/4 year degree
Level 2	Educational Services (Teachers) Award	Proficient Teacher with a 3/4 year degree
Level 3	Educational Services (Teachers) Award	Proficient Teacher with a 3/4 year degree + 3 years satisfactory Teaching Service at Level 2
Level 4	Educational Services (Teachers) Award	Proficient Teacher with a 3/4 year degree + 3 years satisfactory Teaching Service at Level 3
Level 5	Educational Services (Teachers) Award	Highly Accomplished Teacher with a 3/4 year degree

Service Delivery Classifications	Corresponding Award	Corresponding Award Classification
Facilities Management Employees		
Level 1	Aged Care Award	Aged Care Employee Level 2
	Children's Services Award	Children's Services Support Employee Level 1
	Social, Community, Home Care and Disability Services Industry Award	Social and Community Services Employee Level 1
Level 2	Aged Care Award	Aged Care Employee Level 3
	Children's Services Award	Children's Services Support Employee Level 2
	Social, Community, Home Care and Disability Services Industry Award	Social and Community Services Employee Level 2
Level 3	Aged Care Award	Aged Care Employee Level 4
	Children's Services Award	Children's Services Support Employee Level 4
	Social, Community, Home Care and Disability Services Industry Award	Social and Community Services Employee Level 4
Level 4	Aged Care Award	Aged Care Employee Level 6
	Social, Community, Home Care and Disability Services Industry Award	Social and Community Services Employee Level 4
Level 5	Aged Care Award	Aged Care Employee Level 7
	Social, Community, Home Care and Disability Services Industry Award	Social and Community Services Employee Level 5
Food Services Employees		
Level 1	Aged Care Award	Aged Care Employee Level 2
	Children's Services Award	Children's Services Support Employee Level 1
Level 2	Aged Care Award	Aged Care Employee Level 3
	Children's Services Award	Children's Services Support Employee Level 2
	Social, Community, Home Care and Disability Services Industry Award	Social and Community Services Employee Level 1
Level 3	Aged Care Award	Aged Care Employee Level 4
	Children's Services Award	Children's Services Support Employee Level 3
	Social, Community, Home Care and Disability Services Industry Award	Social and Community Services Employee Level 2
Level 4	Aged Care Award	Aged Care Employee Level 5
	Social, Community, Home Care and Disability Services Industry Award	Social and Community Services Employee Level 3
Level 5	Aged Care Award	Aged Care Employee Level 6
	Social, Community, Home Care and Disability Services Industry Award	Social and Community Services Employee Level 4
Level 6	Aged Care Award	Aged Care Employee Level 7
	Social, Community, Home Care and Disability Services Industry Award	Social and Community Services Employee Level 5
Level 7	Social, Community, Home Care and Disability Services Industry Award	Social and Community Services Employee Level 6

Service Delivery Classifications	Corresponding Award	Corresponding Award Classification
Health Professional Employees		
Level 1	Health Professionals and Support Services Award	Health Professional Level 1
Level 2	Health Professionals and Support Services Award	Health Professional Level 1
Level 3	Health Professionals and Support Services Award	Health Professional Level 2
Level 4	Health Professionals and Support Services Award	Health Professional Level 2
Level 5	Health Professionals and Support Services Award	Health Professional Level 3
Level 6	Health Professionals and Support Services Award	Health Professional Level 3
Nurses		
Nursing Assistant	Nurses Award	Nursing Assistant
Enrolled Nurse	Nurses Award	Enrolled Nurse
Registered Nurse	Nurses Award	Registered Nurse Level 1
Clinical Nurse	Nurses Award	Registered Nurse Level 2
Clinical Nurse Specialist	Nurses Award	Registered Nurse Level 3
Clinical Nurse Consultant	Nurses Award	Registered Nurse Level 3
Nurse Educator	Nurses Award	Registered Nurse Level 3
Post-Secondary Education Tutors/Teachers		
Level 1	Educational Services (Post- Secondary Education) Award	Tutor/Instructor Level 2
Level 2	Educational Services (Post- Secondary Education) Award	Teacher Category D
Level 3	Educational Services (Post- Secondary Education) Award	Teacher Category C
Level 4	Educational Services (Post- Secondary Education) Award	Teacher Category B
Level 5	Educational Services (Post- Secondary Education) Award	Teacher Category A
Program Managers		
Level 1	Social, Community, Home Care and Disability Services Industry Award	Social and Community Services Employee Level 6
Level 2	Social, Community, Home Care and Disability Services Industry Award	Social and Community Services Employee Level 6
Level 3	Social, Community, Home Care and Disability Services Industry Award	Social and Community Services Employee Level 6

Service Delivery Classifications	Corresponding Award	Corresponding Award Classification
Program Managers (Employment)		
Level 1	Labour Market Assistance Industry Award	Manager Grade 2
Level 2	Labour Market Assistance Industry Award	Manager Grade 2
Level 3	Labour Market Assistance Industry Award	Manager Grade 2
Operations Support Classifications	Corresponding Award	Corresponding Award Classification
Development and Support Employees		
Level 1	Social, Community, Home Care and Disability Services Industry Award	Social and Community Services Employee Level 3
Level 2	Social, Community, Home Care and Disability Services Industry Award	Social and Community Services Employee Level 4
Level 3	Social, Community, Home Care and Disability Services Industry Award	Social and Community Services Employee Level 5
Performance and Continuous Improvement Employees		
Level 1	Social, Community, Home Care and Disability Services Industry Award	Social and Community Services Employee Level 3
Level 2	Social, Community, Home Care and Disability Services Industry Award	Social and Community Services Employee Level 4
Level 3	Social, Community, Home Care and Disability Services Industry Award	Social and Community Services Employee Level 5
Level 4	Social, Community, Home Care and Disability Services Industry Award	Social and Community Services Employee Level 6
Support Managers		
Level 1	Social, Community, Home Care and Disability Services Industry Award	Social and Community Services Employee Level 6
Level 2	Social, Community, Home Care and Disability Services Industry Award	Social and Community Services Employee Level 7
Level 3	Social, Community, Home Care and Disability Services Industry Award	Social and Community Services Employee Level 7
Level 4	Social, Community, Home Care and Disability Services Industry Award	Social and Community Services Employee Level 7

Labour Market Assistance Classifications	Corresponding Award	Corresponding Award Classification
Employment Service Delivery Employee		
Level 1	Labour Market Assistance Award	Employment Services Officer Grade 2
Level 2	Labour Market Assistance Award	Employment Services Officer Grade 2
Level 3	Labour Market Assistance Award	Manager Grade 1
Level 4	Labour Market Assistance Award	Manager Grade 2
Employment Administration Employee		
Level 1	Labour Market Assistance Award	Administrative Assistant
Level 2	Labour Market Assistance Award	Administrative Officer

Appendix 2 – Wage rates *Rates effective 1 July 2024*

Classification	Pay Point	Hourly Rate	Hourly Rate (Casual)
Administrative Employees			
Administrative Employee Level 1	1	\$28.4447	\$35.5559
	2	\$29.4800	\$36.8500
	3	\$29.7724	\$37.2155
	4	\$30.1791	\$37.7239
Administrative Employee Level 2	1	\$34.2079	\$42.7599
	2	\$35.2764	\$44.0955
	3	\$36.3530	\$45.4412
	4	\$37.3204	\$46.6505
Administrative Employee Level 3	1	\$38.2313	\$47.7891
	2	\$39.3291	\$49.1614
	3	\$40.1749	\$50.2187
	4	\$40.9972	\$51.2465
Administrative Employee Level 4	1	\$38.5772	\$48.2215
	2	\$39.6887	\$49.6108
	3	\$40.5348	\$50.6685
	4	\$41.3610	\$51.7012
Administrative Employee Level 5	1	\$44.0984	\$55.1230
	2	\$45.2496	\$56.5620
	3	\$46.4126	\$58.0158
	4	\$47.4463	\$59.3079
Administrative Employee Level 6	1	\$44.0984	\$55.1230
	2	\$45.2496	\$56.5620
	3	\$46.4126	\$58.0158
	4	\$47.4463	\$59.3079
Administrative Employee Level 7	1	\$46.5455	\$58.1819
	2	\$47.2306	\$59.0383
	3	\$47.9158	\$59.8947
	4	\$48.6387	\$60.7983
Administrative Employee Level 8	1	\$50.6179	\$63.2723
	2	\$51.3753	\$64.2191
	3	\$52.1401	\$65.1751
	4	\$52.9394	\$66.1742

Classification	Pay Point	Hourly Rate	Hourly Rate (Casual)
Aged Care Employees			
Aged Care Employee Level 1	1	\$32.0435	\$40.0544
	2	\$32.4643	\$40.5803
	3	\$32.8849	\$41.1061
	4	\$33.3055	\$41.6318
Aged Care Employee Level 2	1	\$34.3175	\$42.8969
	2	\$34.7889	\$43.4861
	3	\$35.2794	\$44.0992
	4	\$35.7702	\$44.7127
Aged Care Employee Level 3	1	\$36.0926	\$45.1158
	2	\$36.5897	\$45.7371
	3	\$37.0804	\$46.3505
	4	\$37.5711	\$46.9639
Aged Care Employee Level 4	1	\$37.7568	\$47.1960
	2	\$38.2720	\$47.8400
	3	\$38.7628	\$48.4535
	4	\$39.2537	\$49.0671
Aged Care Employee Level 5	1	\$39.5745	\$49.4682
	2	\$40.1145	\$50.1431
	3	\$40.6755	\$50.8443
	4	\$41.2364	\$51.5455
Aged Care Employee Level 6	1	\$43.0933	\$53.8666
	2	\$43.6900	\$54.6126
	3	\$44.2508	\$55.3135
	4	\$44.8821	\$56.1026
Aged Care Employee Level 7	1	\$45.2122	\$56.5153
	2	\$45.8041	\$57.2551
	3	\$46.4349	\$58.0436
	4	\$47.0660	\$58.8325

Classification	Pay Point	Hourly Rate	Hourly Rate (Casual)
Children's Services Employees			
Children's Services Employee Level 1	1	\$28.6432	\$35.8040
	1	\$28.8620	\$36.0775
Children's Services Employee Level 2	2	\$29.0652	\$36.3315
	3	\$29.2838	\$36.6048
Children's Services Employee Level 3	1	\$30.1372	\$37.6715
	2	\$30.3841	\$37.9801
	3	\$30.6134	\$38.2667
	4 (Diploma)	\$31.9151	\$39.8939
Children's Services Employee Level 4	1	\$33.3882	\$41.7353
	2	\$34.6436	\$43.3045
	3	\$36.2377	\$45.2971
	4	\$37.9566	\$47.4457
Children's Services Employee Level 5	1	\$38.7535	\$48.4418
	2	\$41.5529	\$51.9411
	3	\$42.7995	\$53.4994
	4	\$44.0836	\$55.1045
Children's Services Employee Level 6	1	\$44.6602	\$55.8252
	2	\$45.1068	\$56.3836
	3	\$45.5580	\$56.9475
	4	\$46.0136	\$57.5170

Classification	Pay Point	Hourly Rate	Hourly Rate (Casual)
Community Services and Housing Employees			
Community Service Employee Level 1	1	\$26.5853	\$33.2316
	2	\$27.5494	\$34.4368
	3	\$28.6019	\$35.7524
	4	\$28.7585	\$35.9481
Community Service Employee Level 2	1	\$34.2079	\$42.7599
	2	\$35.2764	\$44.0955
	3	\$36.3530	\$45.4412
	4	\$37.3204	\$46.6505
Community Service Employee Level 3	1	\$38.2313	\$47.7891
	2	\$39.3291	\$49.1614
	3	\$40.1749	\$50.2187
	4	\$40.9972	\$51.2465
Community Service Employee Level 4	1	\$44.0984	\$55.1230
	2	\$45.2496	\$56.5620
	3	\$46.4126	\$58.0158
	4	\$47.4463	\$59.3079
Community Service Employee Level 5	1	\$50.4472	\$63.0590
	2	\$51.5253	\$64.4066
	3	\$52.7325	\$65.9156
	4	\$52.7325	\$65.9156
Classification	Pay Point	Hourly Rate	Hourly Rate (Casual)
Early Childhood Teachers/ Pre-School Teachers			
Early Childhood/ Pre School Teacher Level 1	1	\$40.9664	\$51.2081
Early Childhood/ Pre School Teacher Level 2	1	\$43.5067	\$54.3834
	2	\$45.9516	\$57.4395
	3	\$48.6652	\$60.8315
Early Childhood/ Pre School Teacher Level 3	1	\$51.1857	\$63.9821
	2	\$53.3314	\$66.6643
	3	\$55.4603	\$69.3253
Early Childhood/ Pre School Teacher Level 4	1	\$57.8658	\$72.3322
	2	\$60.1807	\$75.2258
	3	\$62.5879	\$78.2349
Early Childhood/ Pre School Teacher Level 5	1	\$65.0914	\$81.3643

Classification	Pay Point	Hourly Rate	Hourly Rate (Casual)
Facilities Management Employees			
Facilities Management Employee Level 1	1	\$27.0439	\$33.8049
	2	\$28.1597	\$35.1997
	3	\$28.8705	\$36.0881
	4	\$29.3264	\$36.6580
Facilities Management Employee Level 2	1	\$34.2079	\$42.7599
	2	\$35.2764	\$44.0955
	3	\$36.3530	\$45.4412
	4	\$37.3204	\$46.6505
Facilities Management Employee Level 3	1	\$38.2313	\$47.7891
	2	\$39.3291	\$49.1614
	3	\$40.1749	\$50.2187
	4	\$40.9972	\$51.2465
Facilities Management Employee Level 4	1	\$44.0984	\$55.1230
	2	\$45.2496	\$56.5620
	3	\$46.4126	\$58.0158
	4	\$47.4463	\$59.3079
Facilities Management Employee Level 5	1	\$50.4472	\$63.0590
	2	\$51.5253	\$64.4066
	3	\$52.7325	\$65.9156
	4	\$52.7325	\$65.9156
Facilities Management Employees – Aged Care & Children's Services			
Facilities Management Employee Level 1	1	\$27.0439	\$33.8049
	2	\$28.1597	\$35.1997
	3	\$28.8705	\$36.0881
	4	\$29.3264	\$36.6580
Facilities Management Employee Level 2	1	\$29.7725	\$37.2156
	2	\$30.1724	\$37.7156
	3	\$30.3377	\$37.9221
	4	\$30.9873	\$38.7341
Facilities Management Employee Level 3	1	\$31.1693	\$38.9616
	2	\$31.8246	\$39.7807
	3	\$32.4966	\$40.6208
	4	\$33.1686	\$41.4607
Facilities Management Employee Level 4	1	\$34.0471	\$42.5588
	2	\$34.9387	\$43.6733
	3	\$35.8432	\$44.8040
	4	\$36.6314	\$45.7893
Facilities Management Employee Level 5	1	\$37.5358	\$46.9198
	2	\$38.3370	\$47.9213
	3	\$39.2284	\$49.0355
	4	\$39.9122	\$49.8903

Classification	Pay Point	Hourly Rate	Hourly Rate (Casual)
Food Services Employees			
Food Services Employee Level 1	1	\$26.9536	\$33.6920
	2	\$27.0826	\$33.8532
Food Services Employee Level 2	1	\$28.0130	\$35.0162
	2	\$28.1079	\$35.1348
	3	\$28.5297	\$35.6622
	4	\$28.9576	\$36.1970
Food Services Employee Level 3	1	\$34.2079	\$42.7599
	2	\$35.2764	\$44.0955
	3	\$36.3530	\$45.4412
	4	\$37.3204	\$46.6505
Food Services Employee Level 4	1	\$38.2313	\$47.7891
	2	\$39.3291	\$49.1614
	3	\$40.1749	\$50.2187
	4	\$40.9972	\$51.2465
Food Services Employee Level 5	1	\$44.0984	\$55.1230
	2	\$45.2496	\$56.5620
	3	\$46.4126	\$58.0158
	4	\$47.4463	\$59.3079
Food Services Employee Level 6	1	\$50.4472	\$63.0590
	2	\$51.5253	\$64.4066
	3	\$52.7325	\$65.9156
	4	\$52.7325	\$65.9156
Food Services Employee Level 7	1	\$55.1168	\$68.8960
	2	\$56.3275	\$70.4093
	3	\$57.5488	\$71.9360
	4	\$57.5488	\$71.9360

Classification	Pay Point	Hourly Rate	Hourly Rate (Casual)
Food Services Employees – Aged Care & Children's Services			
Food Services Employee Level 1	1	\$26.9536	\$33.6920
	2	\$27.0826	\$33.8532
Food Services Employee Level 2	1	\$28.0130	\$35.0162
	2	\$28.1079	\$35.1348
	3	\$28.5297	\$35.6622
	4	\$28.9576	\$36.1970
Food Services Employee Level 3	1	\$29.3917	\$36.7397
	2	\$29.8328	\$37.2909
	3	\$30.2803	\$37.8504
	4	\$30.9332	\$38.6665
Food Services Employee Level 4	1	\$31.1953	\$38.9942
	2	\$31.8246	\$39.7807
	3	\$32.4966	\$40.6208
	4	\$33.1686	\$41.4607
Food Services Employee Level 5	1	\$35.0538	\$43.8172
	2	\$35.5797	\$44.4746
	3	\$36.1134	\$45.1417
	4	\$36.6550	\$45.8188
Food Services Employee Level 6	1	\$38.4191	\$48.0238
	2	\$38.9954	\$48.7442
	3	\$39.5802	\$49.4753
	4	\$40.1739	\$50.2174
Food Services Employee Level 7	1	\$45.9438	\$57.4298
	2	\$46.5645	\$58.2056
	3	\$47.1943	\$58.9929
	4	\$47.8334	\$59.7918

Classification	Pay Point	Hourly Rate	Hourly Rate (Casual)
Health Professional Employees			
Health Professional Employee Level 1	1	\$38.5593	\$48.1991
	2	\$39.3304	\$49.1630
	3	\$40.1170	\$50.1462
	4	\$40.9194	\$51.1492
Health Professional Employee Level 2	1	\$43.1163	\$53.8954
	2	\$44.1944	\$55.2430
	3	\$45.0780	\$56.3475
	4	\$45.9794	\$57.4742
Health Professional Employee Level 3	1	\$42.6957	\$53.3696
	2	\$43.5496	\$54.4370
	3	\$44.4206	\$55.5257
	4	\$45.3089	\$56.6362
Health Professional Employee Level 4	1	\$51.2487	\$64.0609
	2	\$52.2735	\$65.3419
	3	\$53.3193	\$66.6491
	4	\$54.3856	\$67.9820
Health Professional Employee Level 5	1	\$47.3229	\$59.1536
	2	\$48.2692	\$60.3366
	3	\$49.2345	\$61.5431
	4	\$50.3923	\$62.9904
Health Professional Employee Level 6	1	\$60.9238	\$76.1547
	2	\$62.1420	\$77.6775
	3	\$63.3848	\$79.2311
	4	\$64.6527	\$80.8159

Classification	Pay Point	Hourly Rate	Hourly Rate (Casual)
Nurses			
Assistant in Nursing	1	\$31.5831	\$39.4789
	2	\$32.4752	\$40.5940
	3	\$33.3705	\$41.7131
	4	\$34.3661	\$42.9576
Enrolled Nurse	1	\$37.5944	\$46.9929
	2	\$38.3226	\$47.9032
	3	\$38.8388	\$48.5485
	4	\$39.6098	\$49.5123
	5	\$40.3613	\$50.4516
Registered Nurse	1	\$44.3730	\$55.4663
	2	\$45.8214	\$57.2768
	3	\$47.3364	\$59.1705
	4	\$48.9108	\$61.1386
	5	\$50.5579	\$63.1973
	6	\$52.7256	\$65.9070
	7	\$55.2639	\$69.0799
	8	\$57.3826	\$71.7283
Clinical Nurse	1	\$58.0418	\$72.5522
	2	\$58.9164	\$73.6455
	3	\$59.8142	\$74.7678
	4	\$60.7187	\$75.8983
Clinical Nurse Specialist	1	\$60.0839	\$75.1049
	2	\$60.9476	\$76.1844
	3	\$61.8761	\$77.3452
	4	\$62.8234	\$78.5293
Clinical Nurse Consultant	1	\$69.9727	\$87.4659
	2	\$70.9272	\$88.6590
	3	\$71.8956	\$89.8696
	4	\$72.8790	\$91.0988
Nurse Educator	1	\$63.8650	\$79.8313
	2	\$65.4585	\$81.8231
	3	\$66.8744	\$83.5930
	4	\$69.9727	\$87.4659

Classification	Pay Point	Hourly Rate	Hourly Rate (Casual)
Post-Secondary Education Tutors/Teachers			
Post-Secondary Education Tutor/ Teacher Level 1	1	\$32.7816	\$40.9769
	2	\$33.9289	\$42.4111
	3	\$35.1164	\$43.8955
	4	\$36.3454	\$45.4317
	5	\$37.6174	\$47.0217
	6	\$38.9340	\$48.6675
	7	\$40.2968	\$50.3710
Post-Secondary Education Tutor/ Teacher Level 2	1	\$32.7816	\$40.9769
	2	\$33.9289	\$42.4111
	3	\$35.1164	\$43.8955
	4	\$36.3454	\$45.4317
	5	\$37.6174	\$47.0217
	6	\$38.9340	\$48.6675
	7	\$40.2968	\$50.3710
	8	\$41.3044	\$51.6304
	9	\$42.3369	\$52.9211
Post-Secondary Education Tutor/ Teacher Level 3	1	\$33.9289	\$42.4111
	2	\$35.1164	\$43.8955
	3	\$36.3454	\$45.4317
	4	\$37.6174	\$47.0217
	5	\$38.9340	\$48.6675
	6	\$40.2968	\$50.3710
	7	\$41.3044	\$51.6304
	8	\$42.3369	\$52.9211
	9	\$43.3953	\$54.2442
	10	\$44.4800	\$55.6000
	11	\$45.5922	\$56.9902
Post-Secondary Education Tutor/ Teacher Level 4	1	\$35.1164	\$43.8955
	2	\$36.3454	\$45.4317
	3	\$37.6174	\$47.0217
	4	\$38.9340	\$48.6675
	5	\$40.2968	\$50.3710
	6	\$41.3044	\$51.6304
	7	\$42.3369	\$52.9211
	8	\$43.3953	\$54.2442
	9	\$44.4800	\$55.6000
	10	\$45.5922	\$56.9902
Post-Secondary Education Tutor/ Teacher Level 5	1	\$36.3454	\$45.4317
	2	\$37.6174	\$47.0217
	3	\$38.9340	\$48.6675
	4	\$40.2968	\$50.3710
	5	\$41.3044	\$51.6304
	6	\$42.3369	\$52.9211
	7	\$43.3953	\$54.2442
	8	\$44.4800	\$55.6000
	9	\$45.5922	\$56.9902

Classification	Pay Point	Annual
Post-Secondary Education Tutors/Teachers		
Post-Secondary Education Tutor/ Teacher Level 1	1	\$64,776
	2	\$67,043
	3	\$69,390
	4	\$71,818
	5	\$74,332
	6	\$76,934
	7	\$79,626
Post-Secondary Education Tutor/ Teacher Level 2	1	\$64,776
	2	\$67,043
	3	\$69,390
	4	\$71,818
	5	\$74,332
	6	\$76,934
	7	\$79,626
	8	\$81,617
	9	\$83,658
Post-Secondary Education Tutor/ Teacher Level 3	1	\$67,043
	2	\$69,390
	3	\$71,818
	4	\$74,332
	5	\$76,934
	6	\$79,626
	7	\$81,617
	8	\$83,658
	9	\$85,749
	10	\$87,892
	11	\$90,090
Post-Secondary Education Tutor/ Teacher Level 4	1	\$69,390
	2	\$71,818
	3	\$74,332
	4	\$76,934
	5	\$79,626
	6	\$81,617
	7	\$83,658
	8	\$85,749
	9	\$87,892
	10	\$90,090
Post-Secondary Education Tutor/ Teacher Level 5	1	\$71,818
	2	\$74,332
	3	\$76,934
	4	\$79,626
	5	\$81,617
	6	\$83,658
	7	\$85,749
	8	\$87,892
	9	\$90,090

Classification	Pay Point	Hourly Rate	Hourly Rate (Casual)
Program Managers			
	1	\$55.0470	\$68.8088
Program Managers Level 1	2	\$56.2697	\$70.3371
	3	\$57.4925	\$71.8656
	1	\$57.7800	\$72.2249
Program Managers Level 2	2	\$58.0688	\$72.5860
	3	\$58.3592	\$72.9490
	1	\$58.6510	\$73.3138
Program Managers Level 3	2	\$58.9442	\$73.6803
	3	\$59.2389	\$74.0487



Operations Support Classifications

Classification	Pay Point	Hourly Rate	Hourly Rate (Casual)
Development & Support Employees			
Development & Support Employee Level 1	1	\$41.4837	\$51.8546
	2	\$44.2175	\$55.2719
	3	\$46.8878	\$58.6098
Development & Support Employee Level 2	1	\$54.8042	\$68.5052
	2	\$59.3711	\$74.2139
	3	\$62.5682	\$78.2102
Development & Support Employee Level 3	1	\$69.6470	\$87.0587
	2	\$74.4187	\$93.0234
	3	\$82.2064	\$102.7580
Performance & Continuous Improvement Employees			
Performance & Continuous Improvement Employee Level 1	1	\$44.1478	\$55.1847
	2	\$49.4760	\$61.8450
	3	\$54.8042	\$68.5052
Performance & Continuous Improvement Employee Level 2	1	\$51.7596	\$64.6995
	2	\$55.9461	\$69.9326
	3	\$60.1326	\$75.1657
Performance & Continuous Improvement Employee Level 3	1	\$55.5654	\$69.4567
	2	\$60.5130	\$75.6413
	3	\$65.4607	\$81.8258
Performance & Continuous Improvement Employee Level 4	1	\$57.8488	\$72.3110
	2	\$62.6063	\$78.2579
	3	\$67.3634	\$84.2043
Support Managers			
Support Manager Level 1	1	\$66.9830	\$83.7287
	2	\$71.2836	\$89.1045
	3	\$76.8782	\$96.0977
Support Manager Level 2	1	\$75.7363	\$94.6703
	2	\$81.0648	\$101.3310
	3	\$87.1540	\$108.9425
Support Manager Level 3	1	\$79.1618	\$98.9523
	2	\$84.1853	\$105.2317
	3	\$90.1987	\$112.7483
Support Manager Level 4	1	\$79.9227	\$99.9034
	2	\$85.2509	\$106.5636
	3	\$91.7210	\$114.6512

Labour Market Assistance Classifications

Classification	Pay Point	Hourly Rate	Hourly Rate (Casual)
Employment Administration Employee			
Employment Administration Employee Level 1	1	\$28.8600	\$36.0750
	2	\$29.7836	\$37.2295
	3	\$30.7365	\$38.4206
	4	\$31.7667	\$39.7084
Employment Administration Employee Level 2			
Employment Administration Employee Level 2	1	\$33.2864	\$41.6080
	2	\$34.3518	\$42.9397
	3	\$35.4508	\$44.3135
	4	\$36.6358	\$45.7947
Employment Service Delivery Employee			
Employment Service Delivery Employee Level 1	1	\$35.6767	\$44.5959
	2	\$36.8182	\$46.0228
	3	\$37.9965	\$47.4956
	4	\$39.2325	\$49.0406
Employment Service Delivery Employee Level 2	1	\$40.0883	\$50.1103
	2	\$41.3310	\$51.6638
	3	\$42.6124	\$53.2655
	4	\$44.0278	\$55.0348
Employment Service Delivery Employee Level 3	1	\$46.1524	\$57.6906
	2	\$47.6883	\$59.6104
	3	\$49.2752	\$61.5941
	4	\$50.7602	\$63.4502
Employment Service Delivery Employee Level 4	1	\$51.4936	\$64.3670
	2	\$53.1929	\$66.4911
	3	\$54.9483	\$68.6854
	4	\$56.8200	\$71.0250



Miscellaneous Award (2020) *Effective 1/7/2024*

Full Time Traineeship

Certificate I to III Traineeship									
	Wage Level A			Wage Level B			Wage Level C		
	Year 10	Year 11	Year 12	Year 10	Year 11	Year 12	Year 10	Year 11	Year 12
School leaver	\$10.6333	\$11.7081	\$13.9271	\$10.6333	\$11.7081	\$13.5724	\$10.6333	\$11.7081	\$13.5724
Plus 1 year out of school	\$11.7081	\$13.9271	\$16.2074	\$11.7081	\$13.5724	\$15.6126	\$11.7081	\$13.5724	\$15.3486
Plus 2 years out of school	\$13.9271	\$16.2074	\$18.8611	\$13.5724	\$15.6126	\$18.3116	\$13.5724	\$15.3486	\$17.1462
Plus 3 years out of school	\$16.2074	\$18.8611	\$21.5947	\$15.6126	\$18.3116	\$20.8826	\$15.3486	\$17.1462	\$19.0984
Plus 4 years out of school	\$18.8611	\$21.5947	\$21.5947	\$18.3116	\$20.8826	\$20.8826	\$17.1462	\$19.0984	\$19.0984
Plus 5 or more years out of school	\$21.5947	\$21.5947	\$21.5947	\$20.8826	\$20.8826	\$20.8826	\$19.0984	\$19.0984	\$19.0984

Certificate IV traineeship – increase above rate by 3.8%

Minimum weekly rate for full-time adult trainees (AQF Certificate Level IV traineeship)		
Wage Level	First year of traineeship	Second and subsequent years of traineeship
A	\$22.4135	\$23.2643
B	\$21.6774	\$22.5015
C	\$19.8265	\$20.5759

Part Time Traineeship

Certificate I to III Traineeship									
	Wage Level A			Wage Level B			Wage Level C		
	Year 10	Year 11	Year 12	Year 10	Year 11	Year 12	Year 10	Year 11	Year 12
School leaver	\$13.2865	\$14.6344	\$17.4011	\$13.2865	\$14.6344	\$16.9755	\$13.2865	\$14.6344	\$16.9755
Plus 1 year out of school	\$14.6344	\$17.4011	\$20.2591	\$14.6344	\$16.9755	\$19.5193	\$14.6344	\$16.9755	\$19.1747
Plus 2 years out of school	\$17.4011	\$20.2591	\$23.5731	\$16.9755	\$19.5193	\$22.8941	\$16.9755	\$19.1747	\$21.4347
Plus 3 years out of school	\$20.2591	\$23.5731	\$26.9986	\$19.5193	\$22.8941	\$26.1068	\$19.1747	\$21.4347	\$23.8670
Plus 4 years out of school	\$23.5731	\$26.9986	\$26.9986	\$22.8941	\$26.1068	\$26.1068	\$21.4347	\$23.8670	\$23.8670
Plus 5 or more years out of school	\$26.9986	\$26.9986	\$26.9986	\$26.1068	\$26.1068	\$26.1068	\$23.8670	\$23.8670	\$23.8670

Certificate IV traineeship – increase above rate by 3.8%

Minimum weekly rate for part-time adult trainees (AQF Certificate Level IV traineeship)		
Wage Level	First year of traineeship	Second and subsequent years of traineeship
A	\$28.0222	\$29.0762
B	\$27.1000	\$28.1236
C	\$24.7791	\$25.7217

School Based Traineeship	
Base rate of pay	
Year 11 or lower	Year 12
\$13.29	\$14.63
*Award rate plus casual loading	
Year 11 or lower	Year 12
\$16.6081	\$18.2930

Appendix 3 – Supported Wage System

1. General

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:

- a) **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;
- b) **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;
- c) **Disability Support Pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991 (Cth), as amended from time to time, or any successor to that scheme;
- d) **Relevant Minimum Wage** means the minimum wage prescribed in this award for the class of work for which an Employee is engaged;
- e) **Supported Wage System (SWS)** 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; and
- f) **SWS Wage Assessment Agreement** means the document in the form required by the Department of Social Services 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 the employer 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 employment.

3. Supported wage rates

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

Assessed capacity %	Relevant minimum wage %
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 \$82 per week.
- 3.3 Where an Employee's assessed capacity is 10%, they 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 Mission Australia 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 Mission Australia 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 Appendix, including the appropriate percentage of the relevant minimum wage to be paid to the Employee, must be lodged by Mission Australia with the Fair Work Commission.
- 5.2 All SWS wage assessment agreements must be agreed and signed by the Employee and employer parties to the assessment. Where a union which has an interest in the 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 If Mission Australia wishes to employ a person under the provisions of this Appendix, they 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 workers in the area.

9. Trial period

- 9.1 In order for an adequate assessment of the Employee's capacity to be made, Mission Australia 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 four 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 minimum amount payable to the Employee during the trial period must be no less than \$82 per week.
- 9.4 Work trials should include induction or training as appropriate to the job being trialled.
- 9.5 Where Mission Australia 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 of this Appendix.

**Mission Australia helps
people move towards
independence by standing
together with Australians
in need, until they can
stand for themselves**

Contact us



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7A. Workplace delegates' rights

[7A inserted by [PR774723](#) from 01Jul24]

7A.1 Clause 7A provides for the exercise of the rights of workplace delegates set out in section 350C of the [Act](#).

NOTE: Under section 350C(4) of the [Act](#), the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with clause 7A.

7A.2 In clause 7A:

- (a) **employer** means the employer of the workplace delegate;
- (b) **delegate's organisation** means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and
- (c) **eligible employees** means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.

7A.3 Before exercising entitlements under clause 7A, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

7A.4 An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

7A.5 Right of representation

A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

- (a) consultation about major workplace change;
- (b) consultation about changes to rosters or hours of work;
- (c) resolution of disputes;
- (d) disciplinary processes;
- (e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the [Act](#) or is assisting the delegate's organisation with enterprise bargaining; and
- (f) any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

7A.6 Entitlement to reasonable communication

- (a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 7A.5. This includes discussing membership of the delegate's organisation and representation with eligible employees.

Aged Care Award 2010

- (b) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

7A.7 Entitlement to reasonable access to the workplace and workplace facilities

- (a) The employer must provide a workplace delegate with access to or use of the following workplace facilities:
 - (i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
 - (ii) a physical or electronic noticeboard;
 - (iii) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
 - (iv) a lockable filing cabinet or other secure document storage area; and
 - (v) office facilities and equipment including printers, scanners and photocopiers.
- (b) The employer is not required to provide access to or use of a workplace facility under clause 7A.7(a) if:
 - (i) the workplace does not have the facility;
 - (ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
 - (iii) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

7A.8 Entitlement to reasonable access to training

Unless the employer is a small business employer, the employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

- (a) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.
- (b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
 - (i) full-time or part-time employees; or
 - (ii) regular casual employees.
- (c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.

Aged Care Award 2010

- (d) The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- (e) If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.
- (f) The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- (g) The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

7A.9 Exercise of entitlements under clause 7A

- (a) A workplace delegate's entitlements under clause 7A are subject to the conditions that the workplace delegate must, when exercising those entitlements:
 - (i) comply with their duties and obligations as an employee;
 - (ii) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - (iii) not hinder, obstruct or prevent the normal performance of work; and
 - (iv) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- (b) Clause 7A does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- (c) Clause 7A does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE: Under section 350A of the [Act](#), the employer must not:

- (a) unreasonably fail or refuse to deal with a workplace delegate; or
- (b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
- (c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the [Act](#) or clause 7A.

7A. Workplace delegates' rights

[7A inserted by [PR774849](#) from 01Jul24]

7A.1 Clause 7A provides for the exercise of the rights of workplace delegates set out in section 350C of the [Act](#).

NOTE: Under section 350C(4) of the [Act](#), the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with clause 7A.

7A.2 In clause 7A:

- (a) **employer** means the employer of the workplace delegate;
- (b) **delegate's organisation** means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and
- (c) **eligible employees** means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.

7A.3 Before exercising entitlements under clause 7A, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

7A.4 An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

7A.5 Right of representation

A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

- (a) consultation about major workplace change;
- (b) consultation about changes to rosters or hours of work;
- (c) resolution of disputes;
- (d) disciplinary processes;
- (e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the [Act](#) or is assisting the delegate's organisation with enterprise bargaining; and
- (f) any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

7A.6 Entitlement to reasonable communication

- (a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 7A.5. This includes discussing membership of the delegate's organisation and representation with eligible employees.
- (b) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

7A.7 Entitlement to reasonable access to the workplace and workplace facilities

- (a) The employer must provide a workplace delegate with access to or use of the following workplace facilities:
 - (i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
 - (ii) a physical or electronic noticeboard;
 - (iii) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
 - (iv) a lockable filing cabinet or other secure document storage area; and
 - (v) office facilities and equipment including printers, scanners and photocopiers.
- (b) The employer is not required to provide access to or use of a workplace facility under clause 7A.7(a) if:
 - (i) the workplace does not have the facility;
 - (ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
 - (iii) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

7A.8 Entitlement to reasonable access to training

Unless the employer is a small business employer, the employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

- (a) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.
- (b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:

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- (i) full-time or part-time employees; or
 - (ii) regular casual employees.
- (c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
 - (d) The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
 - (e) If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.
 - (f) The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
 - (g) The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

7A.9 Exercise of entitlements under clause 7A

- (a) A workplace delegate's entitlements under clause 7A are subject to the conditions that the workplace delegate must, when exercising those entitlements:
 - (i) comply with their duties and obligations as an employee;
 - (ii) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - (iii) not hinder, obstruct or prevent the normal performance of work; and
 - (iv) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- (b) Clause 7A does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- (c) Clause 7A does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE: Under section 350A of the [Act](#), the employer must not:

- (a) unreasonably fail or refuse to deal with a workplace delegate; or

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- (b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
- (c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the [Act](#) or clause 7A.

28A. Workplace delegates' rights

28A.1 Clause 28A provides for the exercise of the rights of workplace delegates set out in section 350C of the [Act](#).

NOTE: Under section 350C(4) of the [Act](#), the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with clause 28A.

28A.2 In clause 28A:

- (a) **employer** means the employer of the workplace delegate;
- (b) **delegate's organisation** means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and
- (c) **eligible employees** means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.

28A.3 Before exercising entitlements under clause 28A, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

28A.4 An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

28A.5 Right of representation

A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

- (a) consultation about major workplace change;
- (b) consultation about changes to rosters or hours of work;
- (c) resolution of disputes;
- (d) disciplinary processes;
- (e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the [Act](#) or is assisting the delegate's organisation with enterprise bargaining; and
- (f) any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

28A.6 Entitlement to reasonable communication

- (a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 28A.5. This includes

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discussing membership of the delegate's organisation and representation with eligible employees.

- (b) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

28A.7 Entitlement to reasonable access to the workplace and workplace facilities

- (a) The employer must provide a workplace delegate with access to or use of the following workplace facilities:
 - (i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
 - (ii) a physical or electronic noticeboard;
 - (iii) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
 - (iv) a lockable filing cabinet or other secure document storage area; and
 - (v) office facilities and equipment including printers, scanners and photocopiers.
- (b) The employer is not required to provide access to or use of a workplace facility under clause 28A.7(a) 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.

28A.8 Entitlement to reasonable access to training

Unless the employer is a small business employer, the employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

- (a) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.
- (b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
 - (i) full-time or part-time employees; or
 - (ii) regular casual employees.

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- (c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- (d) The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- (e) If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.
- (f) The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- (g) The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

28A.9 Exercise of entitlements under clause 28A

- (a) A workplace delegate's entitlements under clause 28A are subject to the conditions that the workplace delegate must, when exercising those entitlements:
 - (i) comply with their duties and obligations as an employee;
 - (ii) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - (iii) not hinder, obstruct or prevent the normal performance of work; and
 - (iv) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- (b) Clause 28A does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- (c) Clause 28A does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE: Under section 350A of the [Act](#), the employer must not:

- (a) unreasonably fail or refuse to deal with a workplace delegate; or
- (b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
- (c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the [Act](#) or clause 28A.

28A. Workplace delegates' rights

[28A inserted by [PR774789](#) from 01Jul24]

28A.1 Clause 28A provides for the exercise of the rights of workplace delegates set out in section 350C of the [Act](#).

NOTE: Under section 350C(4) of the [Act](#), the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with clause 28A.

28A.2 In clause 28A:

- (a) **employer** means the employer of the workplace delegate;
- (b) **delegate's organisation** means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and
- (c) **eligible employees** means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.

28A.3 Before exercising entitlements under clause 28A, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

28A.4 An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

28A.5 Right of representation

A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

- (a) consultation about major workplace change;
- (b) consultation about changes to rosters or hours of work;
- (c) resolution of disputes;
- (d) disciplinary processes;
- (e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the [Act](#) or is assisting the delegate's organisation with enterprise bargaining; and
- (f) any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

28A.6 Entitlement to reasonable communication

- (a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 28A.5. This includes

discussing membership of the delegate's organisation and representation with eligible employees.

- (b) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

28A.7 Entitlement to reasonable access to the workplace and workplace facilities

- (a) The employer must provide a workplace delegate with access to or use of the following workplace facilities:
 - (i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
 - (ii) a physical or electronic noticeboard;
 - (iii) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
 - (iv) a lockable filing cabinet or other secure document storage area; and
 - (v) office facilities and equipment including printers, scanners and photocopiers.
- (b) The employer is not required to provide access to or use of a workplace facility under clause 28A.7(a) if:
 - (i) the workplace does not have the facility;
 - (ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
 - (iii) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

28A.8 Entitlement to reasonable access to training

Unless the employer is a small business employer, the employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

- (a) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.
- (b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
 - (i) full-time or part-time employees; or
 - (ii) regular casual employees.

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- (c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- (d) The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- (e) If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.
- (f) The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- (g) The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

28A.9 Exercise of entitlements under clause 28A

- (a) A workplace delegate's entitlements under clause 28A are subject to the conditions that the workplace delegate must, when exercising those entitlements:
 - (i) comply with their duties and obligations as an employee;
 - (ii) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - (iii) not hinder, obstruct or prevent the normal performance of work; and
 - (iv) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- (b) Clause 28A does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- (c) Clause 28A does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE: Under section 350A of the [Act](#), the employer must not:

- (a) unreasonably fail or refuse to deal with a workplace delegate; or
- (b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
- (c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the [Act](#) or clause 28A.

33A. Workplace delegates' rights

[33A inserted by [PR774732](#) from 01Jul24]

33A.1 Clause 33A provides for the exercise of the rights of workplace delegates set out in section 350C of the [Act](#).

NOTE: Under section 350C(4) of the [Act](#), the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with clause 33A.

33A.2 In clause 33A:

- (a) **employer** means the employer of the workplace delegate;
- (b) **delegate's organisation** means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and
- (c) **eligible employees** means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.

33A.3 Before exercising entitlements under clause 33A, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

33A.4 An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

33A.5 Right of representation

A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

- (a) consultation about major workplace change;
- (b) consultation about changes to rosters or hours of work;
- (c) resolution of disputes;
- (d) disciplinary processes;
- (e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the [Act](#) or is assisting the delegate's organisation with enterprise bargaining; and
- (f) any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

33A.6 Entitlement to reasonable communication

- (a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 33A.5. This includes

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discussing membership of the delegate's organisation and representation with eligible employees.

- (b) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

33A.7 Entitlement to reasonable access to the workplace and workplace facilities

- (a) The employer must provide a workplace delegate with access to or use of the following workplace facilities:
 - (i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
 - (ii) a physical or electronic noticeboard;
 - (iii) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
 - (iv) a lockable filing cabinet or other secure document storage area; and
 - (v) office facilities and equipment including printers, scanners and photocopiers.
- (b) The employer is not required to provide access to or use of a workplace facility under clause 33A.7(a) if:
 - (i) the workplace does not have the facility;
 - (ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
 - (iii) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

33A.8 Entitlement to reasonable access to training

Unless the employer is a small business employer, the employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

- (a) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.
- (b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
 - (i) full-time or part-time employees; or
 - (ii) regular casual employees.

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- (c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- (d) The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- (e) If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.
- (f) The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- (g) The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

33A.9 Exercise of entitlements under clause 33A

- (a) A workplace delegate's entitlements under clause 33A are subject to the conditions that the workplace delegate must, when exercising those entitlements:
 - (i) comply with their duties and obligations as an employee;
 - (ii) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - (iii) not hinder, obstruct or prevent the normal performance of work; and
 - (iv) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- (b) Clause 33A does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- (c) Clause 33A does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE: Under section 350A of the [Act](#), the employer must not:

- (a) unreasonably fail or refuse to deal with a workplace delegate; or
- (b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
- (c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the [Act](#) or clause 33A.

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29A. Workplace delegates' rights

[29A inserted by [PR774827](#) from 01Jul24]

29A.1 Clause 29A provides for the exercise of the rights of workplace delegates set out in section 350C of the [Act](#).

NOTE: Under section 350C(4) of the [Act](#), the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with clause 29A.

29A.2 In clause 29A:

- (a) **employer** means the employer of the workplace delegate;
- (b) **delegate's organisation** means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and
- (c) **eligible employees** means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.

29A.3 Before exercising entitlements under clause 29A, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

29A.4 An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

29A.5 Right of representation

A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

- (a) consultation about major workplace change;
- (b) consultation about changes to rosters or hours of work;
- (c) resolution of disputes;
- (d) disciplinary processes;
- (e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the [Act](#) or is assisting the delegate's organisation with enterprise bargaining; and
- (f) any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

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29A.6 Entitlement to reasonable communication

(a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 29A.5. This includes discussing membership of the delegate's organisation and representation with eligible employees.

(b) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

29A.7 Entitlement to reasonable access to the workplace and workplace facilities

(a) The employer must provide a workplace delegate with access to or use of the following workplace facilities:

(i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;

(ii) a physical or electronic noticeboard;

(iii) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;

(iv) a lockable filing cabinet or other secure document storage area; and

(v) office facilities and equipment including printers, scanners and photocopiers.

(b) The employer is not required to provide access to or use of a workplace facility under clause 29A.7(a) if:

(i) the workplace does not have the facility;

(ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or

(iii) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

29A.8 Entitlement to reasonable access to training

Unless the employer is a small business employer, the employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

(a) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.

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

29A.9 Exercise of entitlements under clause 29A

- (a)** A workplace delegate's entitlements under clause 29A are subject to the conditions that the workplace delegate must, when exercising those entitlements:
- (i)** comply with their duties and obligations as an employee;
 - (ii)** comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - (iii)** not hinder, obstruct or prevent the normal performance of work; and
 - (iv)** not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- (b)** Clause 29A 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.

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(c) Clause 29A does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE: Under section 350A of the [Act](#), the employer must not:

- (a) unreasonably fail or refuse to deal with a workplace delegate; or
- (b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
- (c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the [Act](#) or clause 29A.

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Part 7—Workplace Delegates, Consultation and Dispute Resolution

[Part 7—Consultation and Dispute Resolution renamed by [PR774743](#) from 01Jul24]

28A. Workplace delegates' rights

[28A inserted by [PR774743](#) from 01Jul24]

28A.1 Clause 28A provides for the exercise of the rights of workplace delegates set out in section 350C of the [Act](#).

NOTE: Under section 350C(4) of the [Act](#), the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with clause 28A.

28A.2 In clause 28A:

- (a) **employer** means the employer of the workplace delegate;
- (b) **delegate's organisation** means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and
- (c) **eligible employees** means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.

28A.3 Before exercising entitlements under clause 28A, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

28A.4 An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

28A.5 Right of representation

A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

- (a) consultation about major workplace change;
- (b) consultation about changes to rosters or hours of work;
- (c) resolution of disputes;
- (d) disciplinary processes;

- (e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the [Act](#) or is assisting the delegate's organisation with enterprise bargaining; and
- (f) any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

28A.6 Entitlement to reasonable communication

- (a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 28A.5. This includes discussing membership of the delegate's organisation and representation with eligible employees.
- (b) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

28A.7 Entitlement to reasonable access to the workplace and workplace facilities

- (a) The employer must provide a workplace delegate with access to or use of the following workplace facilities:
 - (i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
 - (ii) a physical or electronic noticeboard;
 - (iii) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
 - (iv) a lockable filing cabinet or other secure document storage area; and
 - (v) office facilities and equipment including printers, scanners and photocopiers.
- (b) The employer is not required to provide access to or use of a workplace facility under clause 28A.7(a) if:
 - (i) the workplace does not have the facility;
 - (ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or

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- (iii) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

28A.8 Entitlement to reasonable access to training

Unless the employer is a small business employer, the employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

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

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- (g) The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

28A.9 Exercise of entitlements under clause 28A

- (a) A workplace delegate's entitlements under clause 28A are subject to the conditions that the workplace delegate must, when exercising those entitlements:
 - (i) comply with their duties and obligations as an employee;
 - (ii) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - (iii) not hinder, obstruct or prevent the normal performance of work; and
 - (iv) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- (b) Clause 28A does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- (c) Clause 28A does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE: Under section 350A of the [Act](#), the employer must not:

- (a) unreasonably fail or refuse to deal with a workplace delegate; or
- (b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
- (c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the [Act](#) or clause 28A.

7A. Workplace delegates' rights

7A.1 Clause 7A provides for the exercise of the rights of workplace delegates set out in section 350C of the [Act](#).

NOTE: Under section 350C(4) of the [Act](#), the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with clause 7A.

7A.2 In clause 7A:

- (a) **employer** means the employer of the workplace delegate;
- (b) **delegate's organisation** means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and
- (c) **eligible employees** means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.

7A.3 Before exercising entitlements under clause 7A, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

7A.4 An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

7A.5 Right of representation

A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

- (a) consultation about major workplace change;
- (b) consultation about changes to rosters or hours of work;
- (c) resolution of disputes;
- (d) disciplinary processes;
- (e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the [Act](#) or is assisting the delegate's organisation with enterprise bargaining; and
- (f) any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

7A.6 Entitlement to reasonable communication

- (a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 7A.5. This includes discussing membership of the delegate's organisation and representation with eligible employees.

- (b) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

7A.7 Entitlement to reasonable access to the workplace and workplace facilities

- (a) The employer must provide a workplace delegate with access to or use of the following workplace facilities:
 - (i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
 - (ii) a physical or electronic noticeboard;
 - (iii) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
 - (iv) a lockable filing cabinet or other secure document storage area; and
 - (v) office facilities and equipment including printers, scanners and photocopiers.
- (b) The employer is not required to provide access to or use of a workplace facility under clause 7A.7(a) if:
 - (i) the workplace does not have the facility;
 - (ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
 - (iii) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

7A.8 Entitlement to reasonable access to training

Unless the employer is a small business employer, the employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

- (a) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.
- (b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
 - (i) full-time or part-time employees; or
 - (ii) regular casual employees.
- (c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.

- (d) The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- (e) If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.
- (f) The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- (g) The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

7A.9 Exercise of entitlements under clause 7A

- (a) A workplace delegate's entitlements under clause 7A are subject to the conditions that the workplace delegate must, when exercising those entitlements:
 - (i) comply with their duties and obligations as an employee;
 - (ii) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - (iii) not hinder, obstruct or prevent the normal performance of work; and
 - (iv) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- (b) Clause 7A does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- (c) Clause 7A does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE: Under section 350A of the [Act](#), the employer must not:

- (a) unreasonably fail or refuse to deal with a workplace delegate; or
- (b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
- (c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the [Act](#) or clause 7A.

IN THE FAIR WORK COMMISSION

FWC Matter No: **AG2024/3622**

Applicant: Mission Australia

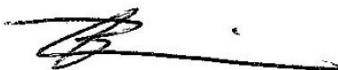
Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Ben Williams, Executive - Corporate Services have the authority given to me by Mission Australia Ltd ("**Mission Australia**") to give the following undertakings with respect to the Mission Australia Service Delivery Enterprise Agreement 2024 ("**the Agreement**"):

1. The Agreement will be read and interpreted in conjunction with the National Employment Standards (**NES**). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provisions shall apply to the extent of the inconsistency.
2. In addition to rostering matters addressed at clause 42, employees will be allowed a break of not less than 10 hours between the termination of one shift or period of duty and the commencement of another (**10 Hour Rest Break**). By mutual agreement the 10 Hour Rest Break may be reduced to eight hours. If, on the instructions of the employer, an employee resumes or continues work without having had 10 consecutive hours off duty, they will be paid at the rate of double time (200%) until they are released from duty and will also be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
3. All Food Services Employees working in Aged Care Facilities will be provided entitlements in accordance with Schedule H of the Agreement.
4. All Foods Services Employees working in Children's Services Facilities will be provided entitlements in accordance with Schedule F of the Agreement.
5. The span of ordinary hours of work for Food Services Employees engaged under Schedule C of the Agreement will be 6.00 am to 8.00 pm, Monday to Friday. This undertaking will replace the span of ordinary hours otherwise referred to at clauses 3.1 and 5.1 of Schedule C to the Agreement.

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



Signature

Date: 04.11.2024