

**Gateways Support Services Inc**

**Residential Support Workers Enterprise Agreement 2023**

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## **PART 1 – APPLICATION AND OPERATION OF AGREEMENT**

### **1. TITLE**

- 1.1. This Agreement will be known as the *Gateways Support Services Inc Residential Support Workers Enterprise Agreement 2023*.

### **2. DEFINITIONS**

2.1 In this Agreement, unless the contrary intention appears:

- a) 'Agreement' means this agreement, being the *Gateways Support Services Inc Residential Support Workers Enterprise Agreement 2023*;
- b) 'Award' means *Social, Community, Home Care and Disability Services Industry Award 2010*;
- c) 'Employee' means an Employee employed by the Employer within a classification contained within this Agreement as set out in Schedule B and carrying out disability support work at Gateways residential services, being residential support workers, therapeutic residential support workers, and team leaders;
- d) 'Employer' and 'Gateways' means Gateways Support Services Inc (ABN 98 140 810 929);
- e) 'FW Act' means *Fair Work Act 2009* (Cth), as amended from time to time;
- f) 'FWC' means Fair Work Commission or any successor body;
- g) 'NES' means the National Employment Standards prescribed by the FW Act, as amended from time to time;
- h) 'Union' means the Health Services Union (Victoria No. 2 Branch) t/as the Health and Community Services Union (**HACSU**).

### **3. PARTIES BOUND, SCOPE AND EQUAL OPPORTUNITY**

3.1. The parties bound by this Agreement are:

- a) Gateways;
- b) all Employees; and
- c) The Union.

3.2. This Agreement constitutes the entire Agreement between the parties and supersedes all prior representations, agreements, statements and understanding, whether verbal or in writing.

3.3. Gateways is an equal opportunity employer and will strive to apply principles of equal opportunity in employment.

### **4. NO EXTRA CLAIMS**

- 4.1. This Agreement is a closed Agreement and will not be varied during its term of operation, except as allowed for by the FW Act.
- 4.2. No party to this Agreement will pursue any extra claims during the nominal period of operation of this Agreement.

## **5. DATE AND PERIOD OF OPERATION**

- 5.1. This Agreement shall commence operation seven (7) days after it is formally approved by the FWC.
- 5.2. This Agreement nominally expires on 30 August 2027.
- 5.3. With the aim of avoiding protracted negotiations for a new agreement, the Union and Gateways agree to commence negotiation for a replacement agreement no later than 30 February 2027.
- 5.4. This Agreement will continue to operate after the nominal expiry date until it is replaced in accordance with the FW Act.

## **6. RELATIONSHIP TO PARENT AWARD AND NES**

- 6.1. This Agreement applies to Gateways and Employees to the exclusion of the Award and all other awards, agreements, industrial instruments and arrangements except where such exclusion is not permitted by law.
- 6.2. The amounts payable under this Agreement are intended to satisfy all entitlements that an Employee may have under any applicable award, industrial agreement or law, including in respect of any overtime, allowances, shift penalties, public holidays penalties, annual leave loading and any other allowances and benefits, and any payments paid to the Employee may be absorbed or used to off-set against any monetary obligation imposed on the Employer by any applicable award, this Agreement or the NES or the FW Act.
- 6.3. The entitlements in this Agreement are intended to be applied in satisfaction of, and not in addition to, any entitlements Employees may have under the NES. This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

## **7. SAVINGS PROVISION**

- 7.1. This Agreement sets out the minimum rates of pay and conditions.
- 7.2. No existing employee of Gateways will, as a result of the making of this Agreement, suffer any reduction to their effective hourly rate that they were entitled to prior to the commencement of operation of this Agreement, except where specifically provided for in the Agreement.

## **PART 2 – CONSULTATION, DISPUTE RESOLUTION AND FLEXIBILITY**

### **8. CONSULTATION**

- 8.1. Consultation regarding major workplace change

- (a) Where Gateways has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, Gateways must:
  - (i) notify all Employees who may be affected by the proposed changes (“Affected Employees”) and their representatives, (if any);
  - (ii) the introduction of the changes
  - (iii) the likely effects on Affected Employees; and
  - (iv) measures to avoid or reduce the adverse effects of the changes on Affected Employees; and
  - (v) commence discussions as soon as practicable after a definite decision has been made
- (b) Where an Employee appoints a representative for the procedures in this term, and advises Gateways of the identity of such representative, Gateways must recognise that representative.
- (c) For the purposes of the discussion under clause 8.1(a)(ii), Gateways must provide in writing to the Affected Employees and their representatives, (if any), all relevant information about the changes including:
  - (i) their nature,
  - (ii) their expected effects on Affected Employees; and
  - (iii) any other matters likely to affect Employees
- (d) Clause 8.1(b) does not require Gateways to disclose confidential or commercially sensitive information.
- (e) Gateways must give prompt and genuine consideration to matters raised by the Affected Employees and/or their representatives in the course of the discussion under clause 8.1(a)(ii).
- (f) In Clause 8.1, *Significant effects*, on employees, includes any of the following:
  - (i) termination of employment; or
  - (ii) major changes in the composition, operation or size of the Employer’s workforce or to the skills required; or
  - (iii) the elimination or diminution of job opportunities, promotion opportunities or job tenure, or
  - (iv) the alteration of hours of work; or
  - (v) the need for retraining or transfer of Employees to other work or locations; or

- (vi) the restructuring of jobs.

## **8.2. Consultation about changes to rosters or hours of work**

- (a) Where Gateways proposes to change an Employee's regular roster or ordinary hours of work, other than an Employee whose working hours are irregular, sporadic or unpredictable, Gateways must consult with the Employee or Employees affected by the proposed change ("Affected Employee") and their representatives, if any.
- (b) Where an Employee appoints a representative for the procedures in this clause, and advises Gateways of the identity of such representative, Gateways must recognise that representative.
- (c) For the purposes of the consultation, Gateways must:
  - (i) commence discussions as early as practicable after proposing to introduce the changes referred to in clause 8.2(a).
  - (ii) provide to the Affected Employees and their representatives, (if any), information about the proposed change (for example, information about the nature of the change to the Affected Employee's regular roster or ordinary hours of work and when that change is proposed to commence, information about what Gateways reasonably believes will be effects of the change on Employees and information about any other matters that Gateways reasonably believes are likely to affect the Affected Employees);
  - (iii) invite the Affected Employees and their representatives, (if any), to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
  - (iv) give prompt and genuine consideration to any views about the impact of the proposed change that are given by the Affected Employees and/or their representatives.
- (d) Clause 8.2(c) does not require Gateways to disclose confidential or commercially sensitive information.
- (e) Clause 8.2 is to be read in conjunction with any other provisions of this Agreement concerning the scheduling of work and notice requirements.

## **8.3. Workplace Consultative Committee**

- (a) A Workplace Consultative Committee ("WCC") will be established and will consist of an equal number of Union, and Employer representatives.
- (b) The WCC may discuss matters of mutual interest and concern related to the terms and conditions of employment outlined in this Agreement.
- (c) The objective of the WCC is to reduce the likelihood of matters ending up in formal dispute by providing a forum for effective discussion about workplace issues.

- (d) The WCC will meet a maximum of twice per year or at the request of either party with reasonable notice to address urgent matters under this Agreement that all members of the WCC consider require immediate attention.
- (e) The establishment of the WCC does not affect the procedures to be followed under clause 9 if a dispute arises about a matter under this Agreement or to be followed under clause 10 in relation to disciplinary procedures or in relation to the NES.

## 9. DISPUTE RESOLUTION

9.1. Clause 9 sets out the procedures to be followed if a dispute arises about:

- (a) a matter under this Agreement; or
- (b) the NES;
- (c) any other relevant workplace matters that reasonably warrant a representative's involvement.

9.2. Each party to the dispute may appoint a representative for the purposes of the procedures in this clause 9.

9.3. The parties to the dispute must first try to resolve the dispute at the workplace through discussions between the Employee or Employees and relevant supervisors and/or management.

9.4. If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clause 9.3, a party to the dispute may refer it to the FWC.

9.5. the FWC may deal with the dispute in 2 stages as follows:

- (a) the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) if the FWC is unable to resolve the dispute at the first stage, it may then:
  - (i) arbitrate the dispute; and
  - (ii) make a determination that is binding on the parties to the dispute.

*Note: If the FWC arbitrates the dispute, it may also use the powers that are available to it under the FW Act.*

*A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the FW Act. Therefore, an appeal may be made against the decision.*

9.6. In order to facilitate the procedure in this clause 9, the parties to the dispute or grievance, and their representatives, must:

- (a) cooperate to ensure that these processes are carried out expeditiously; and
- (b) communicate clearly and provide relevant information in a timely manner; and



- (c) hold discussions within 7 days of the dispute being raised, unless the parties to the dispute agree to a longer period.

9.7. While the parties are trying to resolve the dispute using the procedures in clause 9:

- (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 Gateways 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.

9.8. The parties to the dispute agree to be bound by a decision made by the FWC in accordance with clause 9.

## **10. DISCIPLINARY PROCEDURE**

### **10.1. Unsatisfactory Work Performance**

- (a) Clause 10.1 sets out the procedures to be followed regarding unsatisfactory work performance of an Employee.
- (b) The term “unsatisfactory” in relation to work performance includes:
  - (i) inefficiency; or
  - (ii) neglect of duty; or
  - (iii) absenteeism; or
  - (iv) lack of punctuality; or
  - (v) poor work performance at a level that does not constitute misconduct under clause 10.2.
- (c) At all stages of these procedures in clause 10.1 the Employee may request the presence of a Union representative.
- (d) If Gateways considers that an Employee’s work performance is unsatisfactory, the following procedure will be followed:
  - (i) the immediate supervisor of the Employee shall have a discussion with the Employee that addresses the following:

- (I) the specific details about the Employee's performance that is considered unsatisfactory.
  - (II) agreed measures to improve or rectify the performance (this may include support, counselling or training); and
  - (III) an agreed timeframe for to the measures of improvement or rectification to be implemented ("Initial Timeframe").
- (ii) details of the discussion referred to in clause 10.1(d)(i) will be recorded and attached to the Employee's personnel file;
  - (iii) If following the discussion referred to in clause 10.1(d)(i) the Employee's performance does not reach a satisfactory level (taking into account the agreed measures of improvement or rectification) by the end of the Initial Timeframe in the reasonable opinion of Gateways, a written statement shall be given by Gateways to the Employee to that effect (and a copy attached to the Employee's personnel file), and a further period of time shall be allowed in which the area of work performance must be improved or rectified ("Additional Timeframe"). The Additional Timeframe shall be agreed between the parties but shall be not less than one month or more than three months;
  - (iv) if, after the Additional Timeframe, the Employee's performance is still unsatisfactory in the reasonable opinion of Gateways a final warning regarding the specific area of unsatisfactory work performance shall be issued, which shall be placed on the employee's personnel file; and
  - (v) in the event of the matter recurring employment may be determined without further warning.

10.2. If, after any warning, a period of 12 months elapses without any further action, all reports relating to the specific area of unsatisfactory work performance shall be removed from the employee's personal file.

### **10.3. Misconduct**

- (a) If Gateways considers that any Employee misconduct has arisen, the following procedures will be followed:
  - (I) Where disciplinary action may be necessary, the management representative shall notify the Employee of the concerns in writing, including relevant evidentiary material. The Employee will be given an opportunity to respond to these concerns. The Employee will be able to respond verbally in a meeting, or upon mutual agreement via written statement where there are extenuating circumstances.
  - (II) The Employee will be provided with a reasonable amount of time to seek representation and prepare responses.
  - (III) If the Employee's response is unsatisfactory, a first warning in writing may be issued. This warning will be recorded on the Employee's personnel file.

- (IV) If the problem continues, the Employee will again be notified in writing of the matter and a response requested from the Employee. If appropriate, a second warning in writing will be given to the Employee and recorded on the Employee's personnel file.
  - (V) If the problem continues, the Employee will again be notified in writing of the matter and a response requested. If appropriate, a final written warning will be issued to the Employee and recorded on the Employee's personnel file.
  - (VI) If the matter reoccurs, then the Employee's employment may be terminated after the matters have been investigated and reasons sought from the Employee.
- (b) During all steps in the Misconduct Procedure/s, the Employee has the right to representation of their choice, which may be a Union representative.
  - (c) In the event that an Employee's employment must be suspended, the Employee will receive full pay to ensure no financial disadvantage.
  - (d) In all cases of alleged misconduct, the onus of proof shall be on the Employer to substantiate the allegations.

#### **10.4. Serious Misconduct**

Summary dismissal of an employee may still occur for acts of 'serious or wilful misconduct'. Where an allegation of 'serious or wilful misconduct' is proven and the employer, having considered all the circumstances does not wish to terminate the employee's employment, a warning may be issued under sub paragraph (III, IV or V) of this provision.

The term "serious or wilful misconduct" includes:

- malicious damage of property; or
- assault; or
- theft; or
- disorderly conduct; or
- negligence or carelessness in the discharge of duty (including the improper documenting/provision of, or forgetting to provide, medication. Medication includes any item listed on a "Gateways Medication Administration Form"); or
- serious absenteeism; or
- refusal to carry out reasonable directions; or
- sexual abuse and/or a sexual relationship with clients of the Employer.

## **10.5. Disciplinary Procedures Records**

Records relating to disciplinary procedures under this clause 10 will be disregarded where a continuous period of 12 months elapses without further warning/s. Records relating to disciplinary procedures under this clause 10 will be removed from the personnel file of an Employee after a period of two (2) years where no further warning/s arise.

## **11. EMPLOYEE REPRESENTATION**

### **11.1. Workplace delegates' rights**

- (a) Section 350C of the Fair Work Act provides for workplace delegates' rights. This clause 11 is intended to supplement those provisions.
- (b) The parties bound by this Agreement are committed to representation of Employees to maintain cooperative relationships at the workplace level.
- (c) The Employer recognises the role of Union delegates in the workplace.

### **11.2. Union Delegates**

- (a) A workplace delegate may represent the industrial interests of employees who wish to be represented by the workplace delegate in matters including:
  - (i) Consultation about major workplace change (clause 8.1);
  - (ii) Consultation about changes to rosters or hours of work (clause 8.2);
  - (iii) Resolution of disputes, including at meetings and FWC proceedings if the delegate is a representative of the applicant to FWC proceedings, or a witness (clause 9);
  - (iv) Disciplinary processes (clause 10);
  - (v) Enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the union with enterprise bargaining;
  - (vi) Any other matter where the delegate is representing an employee or group of Employees in relation to industrial matters or the implementation of this Agreement.
- (b) Union delegates will be entitled to reasonable communication with employees during working hours or work breaks, or before or after work for the purpose of representing their industrial interests. This includes discussing membership of the union and the right to union representation.
- (c) The Employer will give Union delegates reasonable access to their workplace facilities, including IT and computing facilities, to perform their representative functions including email, fax, mobile phone, printing, photocopying/scanning, a secure document storage

area, and computer devices. Union delegates will also be provided with a room or area to hold discussions with Employees where this is required.

### **11.3. Notice boards**

Gateways shall make available a notice board at each work location accessible to Employees, for the purpose of local Employee union delegates posting information relating to the observance, application and operation of this Agreement and in relation to Union events or meetings.

### **11.4. Entitlement to reasonable access to training**

Gateways will provide workplace delegates with access to up to 5 days of paid time during normal working hours per annum, to attend training related to representation of the industrial interests of employees, subject to the following conditions:

- (a) a day of paid leave during normal working hours is the number of hours the Employee would normally be rostered or required to work on a day on which the Employee is absent from work to attend the Union training;
- (b) the Employee must give the Employer at least fourteen (14) days' written notice before taking leave under this clause 11.4, unless the Employer agrees to a shorter period of notice, or the Union has already provided such notice on behalf of the Employee;
- (c) if requested by the Employer, the Employee must provide evidence of attendance at the Union training course and outline of the training content, unless this has been provided by the Union.
- (d) the number of Employees who may take Union Training Leave under this clause 11.4 in any given calendar year will not exceed ten (10) Employees.

### **11.5. Induction of new Employees**

As part of the Employer's commitment to cooperative workplace relations, the Union will, have an opportunity to provide information for inclusion within the induction materials for new employees and in a visible place on the Gateways intranet for ongoing reference.

## **12. RIGHT OF ENTRY**

12.1. An officer or employee of the Union authorised in writing by the branch secretary to act under this Clause 12 may, for the purpose of ensuring the observance of this Agreement, Award or an order of the Commission binding on the Union, provided that 24 hours' notice in writing is given to the Employer, or otherwise by agreement:

- (a) at any time during working hours, enter premises that are specified in the authority or occupied by Gateways specified in the authority;
- (b) inspect or view any work, material, machinery, appliance, article, document or other thing on the premises; and

- (c) interview on the premises, an Employee who is a member, or is eligible to be a member, of the Union.
- 12.2. The Union officer or employee acting under this Clause 12 shall not hinder or obstruct an Employee in the performance of working during work time.
- 12.3. If an officer or employee of the Union proposing to enter, or being on, premises under clause 12.1 is required by the occupier to produce evidence of authority to enter or be on the premises, the officer or employee is not entitled to enter or remain on the premises without producing to the occupier the authority referred to in clause 12.1.

### **13. INDIVIDUAL FLEXIBILITY ARRANGEMENT**

- 13.1. Gateways and an Employee bound by this Agreement may agree to make an individual flexibility arrangement (“IFA”) to vary the effect of terms of this Agreement if:

(a) The agreement deals with 1 or more of the following matters:

- (i) arrangements for when work is performed;
- (ii) overtime rates;
- (iii) penalty rates;
- (iv) allowances; or
- (v) annual leave loading and

(b) the arrangement meets the genuine needs of Gateways and the Employee in relation to 1 or more of the matters mentioned in paragraph (a); and

(c) the arrangement is genuinely agreed to by Gateways and the Employee.

- 13.2. Gateways must ensure that the terms of the IFA:

(a) are about permitted matters under section 172 of the FW Act; and

(b) are not unlawful terms under section 194 of the FW Act; and

(c) result in the employee being better off overall than the employee would be if no arrangement was made.

- 13.3. Gateways must ensure that the IFA:

(a) is in writing;

(b) includes the name of Gateways and Employee; and

(c) is signed by Gateways and the Employee and, if the Employee is under 18 years of age, the Employee’s parent or guardian; and

(d) includes details of:

- (i) the terms of this Agreement that will be varied by the IFA;
  - (ii) how the IFA will vary the effect of the terms; and
  - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the IFA; and
- (e) states the date the IFA commences.

13.4. Gateways must give the Employee a copy of the IFA within 14 days after it is agreed to and keep the IFA as a time and wages record.

13.5. Gateways or the employee may terminate the IFA:

- (a) by giving no more than 28 days' written notice to the other party to the IFA; or
- (b) if Gateways and the Employee agree in writing – at any time.

### **PART 3 – EMPLOYMENT CATEGORIES**

#### **14. TERMS OF ENGAGEMENT**

14.1. At the time of engagement, Gateways shall inform each Employee of the terms of their engagement, and in particular, whether they are to be engaged on a full-time, part-time or casual basis.

14.2. Gateways is committed to maximising security of employment, and to retaining and developing a skilled workforce. Gateways will maximise the use of full time and part time employment, and where appropriate, maximum term employment.

#### **15. FULL TIME**

15.1. A full-time Employee is an Employee not specifically engaged as a part-time or casual Employee. A full-time Employee's ordinary hours will be an average of 38 hours per week in accordance with clause 27.1.

#### **16. PART TIME**

16.1. A part-time Employee is an Employee less than 38 hours per week and receives, on a pro rata basis, equivalent pay and conditions to those of a full time Employee who does the same work.

16.2. Gateways and the Employee must agree in writing on:

- (a) the hours to be worked by a part time Employee;
- (b) the days on which the hours will be worked; and
- (c) the start and finish time of the work.

The agreed hours can be changed through mutual agreement at any time.

16.3. Where a part-time Employee has regularly worked more than their guaranteed hours for at least 12 continuous months;

- (a) Subject to clause 16.4, the Employee may request in writing that the Employer vary the agreement outlined in the contract to increase their guaranteed hours;
- (b) the Employer must respond in writing to the Employee's request within 21 days provided that;
  - (i) before refusing a request made under 16.3 (a) the Employer must discuss the request with the Employee and genuinely try to reach agreement on an increase to the Employee's guaranteed hours that will give the Employee more predictable hours of work and reasonably accommodate the Employee's circumstances;
  - (ii) the Employer may refuse the request only on reasonable business grounds;
- (c) if the Employer and Employee:
  - (i) agree to vary the agreement, the Employer's written response must record the agreed variation; or
  - (ii) do not reach agreement, the Employer's written response must set out the grounds on which the Employer has refused the Employee's request.

16.4. An Employee cannot make a request for review of their guaranteed hours when:

- (a) the Employee has refused a previous offer to increase their guaranteed hours in the last 6 months;
- (b) the Employer has refused a request from the Employee to increase their guaranteed hours based on reasonable business grounds in the last 6 months.

## **17. CASUAL**

17.1. A casual employee is an Employee appointed by Gateways as a casual employee.

17.2. A casual employee will be paid per hour calculated at the rate of 1/38th of the weekly rate appropriate to the employee's classification. In addition, a loading of 25% of that rate will be paid instead of the paid leave entitlements from which casuals are excluded by the terms of this Agreement and/or the NES.

## **18. PROBATIONARY PERIOD**

18.1. All new Employees shall be subject to a probationary period for the first six (6) months of employment

18.2. During the probationary period the Employer will monitor the Employee's work performance. In the event that performance is assessed as unsatisfactory, the Employer may terminate employment by the giving of one week's notice or payment in lieu thereof.

18.3. During the probationary period, the Employer may terminate the employment of an Employee without notice where Gateways has found they have engaged in serious or wilful misconduct.

## **19. MAXIMUM TERM**



19.1. An Employee may be engaged to work:

- (a) in a position which is temporarily vacant for a specified period of time; or
- (b) for a specific project, task or tasks; or
- (c) in a position which is subject to specific funding for a specified period of time; or
- (d) in a position which is vacant for a specified period of time as a result of an Employee taking leave in accordance with this Agreement, the NES or other approved absences such as unpaid absence.

19.2. The essential feature of maximum term employment is that there can be no expectation of continuity of employment beyond the expiry date of the specified period, or of ongoing employment.

19.3. An Employee engaged on a maximum term contract will be entitled to pro-rata benefits to annual leave, annual leave loading, personal/carer's leave and compassionate leave.

#### **PART 4 – CLASSIFICATIONS, WAGES AND RELATED MATTERS**

##### **20. CLASSIFICATIONS**

20.1. Gateways must advise each Employee in writing of their classification upon commencement and of any subsequent changes to their classification.

20.2. Classification Grades, definitions and remuneration rates are set out in Schedule B.

20.3. The rates of pay in Schedule A are exclusive of superannuation.

##### **21. PROGRESSION**

21.1. At the end of each 12 months' continuous employment, an employee will only be eligible for progression from one pay point to the next within a Grade if the Employee has demonstrated competency and satisfactory performance over a minimum period of 12 months at each Pay Point within the Grade and:

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

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

##### **22. INCREASE IN WAGES**

22.1. Subject to clause 22.3, the hourly pay rates in this Agreement will increase as set out in Schedule A and reflect a 2.25% per annum increase to the hourly pay rates at the following times:

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

(b) the first full pay period on or after 1 July 2026;

(c) the first full pay period on or after 1 July 2027.

22.2. The wage rates and expense allowances in this Agreement will be adjusted in accordance with clause 22.1 above, or by the applicable annual Award rate increase decided by the FWC if it is higher than 2.25%

22.3. Where an Employee is paid an hourly pay rate or allowance in excess of the applicable hourly pay rate set out in Schedule A or elsewhere in this Agreement, then any increase in hourly pay rate or allowance under clause 22.1 or 22.2 (subject always to clause 22.3) will be absorbed and used to set off against the increase provided that at no time will an Employee be paid less than the applicable hourly pay rate or allowance provided for in this Agreement.

#### **22.4. Team Leaders**

(a) Annualised salary arrangements may be available to Team Leaders. Annualised salary agreements will incorporate ordinary hours, on call work and public holidays.

#### **22.5. Permanent Part Time Grade 1 Employees**

(a) Gateways encourages professional development for all Employees;

(b) To encourage part time Employees classified as Grade 1 (as described in Schedule A) ("Relevant Grade 1 Employees") to continue their Gateways approved studies, and in accordance with the Gateways' procedure, Gateways will:

(i) increase the Relevant Grade 1 Employee's hourly pay rate to the Grade 2 Year 1 hourly pay rate for the duration of any approved study; and

(ii) when the approved study has been successfully completed and evidence has been provided to Gateways' satisfaction of the successful completion of study, the Relevant Grade 1 Employee's hourly pay rate will be Grade 4 Year 1.

### **23. PAYMENT OF WAGES**

23.1. Gateways will pay wages fortnightly direct into a bank account nominated by the employee, after deducting any amounts which by law it must deduct.

23.2. On termination of employment, unpaid wages and accrued entitlements due to an employee shall be paid no later than 7 days after termination.

### **24. SUPERANNUATION**

24.1. Unless a contrary intention appears, an expression used in this clause has the same meaning as it has in the *Superannuation Guarantee (Administration) Act 1992* (Cth) ("Super Act").

24.2. Gateways will contribute an amount equal to the statutory requirement of the Employee's ordinary time into a superannuation fund in accordance with the Super Act.

24.3. Gateways will pay Employees their superannuation contributions:

- (a) up to 1 December 2024, on a monthly basis; and
- (b) thereafter, on a fortnightly basis.

to a superannuation fund chosen by the Employee upon commencement of their employment.

- 24.4. Where the Employee does not make a choice of superannuation fund upon commencement, Gateways will contact the ATO to determine whether the Employee has a stapled fund. If such stapled fund exists, Gateways shall make contributions into that fund.
- 24.5. If no stapled fund exists, Gateways will make the required statutory contributions to the default fund Australian Super until the time when such a choice is required by the Employee.
- 24.6. Subject to the governing rules of the relevant superannuation fund, Gateways must also make the superannuation contributions referred to in clause 24.2 during :
- (a) Paid leave – while the Employee is on any paid leave; and
  - (b) Work-related injury or illness – for the period of absence from work (subject to a maximum of 52 weeks) of the Employee due to work-related injury or work-related illness provided that:
    - (i) the Employee is receiving workers compensation payments or is receiving regular payments directly from the Employer in accordance with the statutory requirements; and
    - (ii) the Employee remains employed by Gateways.

#### **24.7. Salary Sacrifice**

- (a) An Employee may request to participate in a salary sacrifice program in relation to superannuation contributions. The program is voluntary.
- (b) Gateways will comply with the Employee's request as long as it is administratively simple, complies with corporate policy and taxation requirements and does not result in any additional costs being borne by Gateways.
- (c) The Employee will specify an amount by which their salary will be reduced.
- (d) All entitlements and benefits contained in this agreement will be calculated on the pre-salary sacrifice rate. Such sacrifice will be in addition to Gateway's statutory requirements for superannuation. Where an Employee exercises this option, such contribution will be deemed to be part of their wages for the purposes of the FW Act.
- (e) An Employee may withdraw from the arrangement at any time by completing an approved form. The Employee will then receive their full pay.
- (f) Gateways may amend or withdraw from this arrangement in the event of a change in legislation which affects the status (taxation or otherwise) of contributions paid.

#### **25. SALARY PACKAGING**

- 25.1. All permanent Employees are eligible to apply for salary packaging in respect of a range of salary packaged benefits as determined by the Australian Taxation Office and agreed by the Employer.
- 25.2. Notwithstanding any other provision of this Agreement, the salary that would otherwise be applicable to an Employee under this Agreement shall be reduced by such amount as agreed between the Employee and the Employer to the extent necessary to provide a package for the Employee.
- 25.3. The remuneration package for the Employee will comprise the reduced salary and taxable and tax-exempt benefits as defined in the *Fringe Benefits Tax Assessment Act 1986* (Cth).
- 25.4. The Employer shall not make any purchases on behalf of the Employee in respect of the salary packaging agreement.
- 25.5. The Employee shall pay for all reasonable administration and other costs, including set up and termination costs and fringe benefits tax associated with salary packaging.
- 25.6. The Employee shall seek independent financial advice. The Employer shall not be responsible in any way for the cost or outcome of any such advice.
- 25.7. In respect of an Employee who enters into a salary packaging agreement, the hourly pay rate that would otherwise be applicable to the Employee under this Agreement shall be used to calculate entitlements in respect of:
  - (a) annual leave loading
  - (b) outstanding leave due upon termination of employment;
  - (c) redundancy payments; and
  - (d) employer superannuation contributions.
- 25.8. While an Employee who has entered into a salary packaging arrangement is on any form of paid leave including annual leave, long service leave or special leave, the employee shall continue to be paid in accordance with the salary packaging agreement.

## **26. ALLOWANCES AND ADDITIONAL BENEFITS**

### **26.1. Sleepover Allowance**

For each night on which an Employee works a sleepover in accordance with clause 27.7, the Employee is entitled to a sleepover allowance of:

- (a) for a sleepover that commences on a Sunday-Thursdays (inclusive): \$80;
- (b) for a sleepover that commences on a Friday: \$100;
- (c) for a sleepover that commences on a Saturday: \$150;
- (d) for a sleepover that commences on a Public Holiday: \$150

<b>Sleepover Commencement</b>	<b>Allowance</b>
Sunday-Thursday	\$80
Friday	\$100
Saturday	\$150
Public Holiday	\$150  For the avoidance of doubt, employees are only entitled to the Public Holiday allowance for sleepovers that commence on a Public Holiday

## 26.2. Shift Work Allowance

- (a) Where Gateways wishes to engage an Employee in shiftwork, Gateways will advise the Employee in writing, specifying the period over which the shift is ordinarily worked.
- (b) An Employee (other than a Team Leader) engaged in shift work will receive a shift work allowance as follows:
- (ii) **Afternoon Shift:** any shift that finishes between 6.00pm and 8.00am or commences between 6.00pm and 6.30am Monday to Friday – a loading of 10% of their ordinary rate of pay for each hour worked during the entire shift;
- (iii) **Night Shift:** any shift that finishes on the day after commencing duty or finishes after midnight and before 6.00am Monday to Friday – a loading of 15% of their ordinary rate of pay for each hour worked during the entire shift; or
- (iv) **Public Holiday:** any shift that falls wholly or partially on a Public Holiday – a loading of 150% of their ordinary rate of pay for the entire shift.

<b>Shift</b>	<b>Allowance</b>
Afternoon Shift <ul style="list-style-type: none"> <li>• Finishes between 6.00pm and 8.00am; or</li> <li>• Commences between 6.00pm and 6.30am Monday to Friday</li> </ul>	10%
Night Shift <ul style="list-style-type: none"> <li>• Finishes on the day after commencing duty; or</li> <li>• Finishes after midnight and before 6.00am Monday to Friday</li> </ul>	15%

<p>Public Holiday Shift</p> <ul style="list-style-type: none"> <li>• Falls wholly or partially on a Public Holiday (ie. if the shift starts on a Sunday night and finishes at 6.00am on a Monday that is a Public Holiday, the Employee will be paid 150% of their ordinary rate of pay for each hour worked during the entire shift)</li> </ul>	150%

### 26.3. Broken Shift Allowance

- (a) An employee working a Broken Shift in accordance with clause 27.5 will be paid allowance of:
- (i) if working a broken shift with 1 unpaid break –(\$20.12);
  - (ii) if working a broken shift with 2 unpaid breaks - (\$26.63).

### 26.4. First Aid

- (a) Employees who are required by Gateways to hold a first aid certificate, are entitled to be absent from the workplace without loss of pay, while attending a Gateways approved first aid training course.
- (b) Employees who are required to refresh their First Aid or CPR certificates will have their course paid for by Gateways.

### 26.5. Clothing

- (a) Gateways does not require Employees to wear uniforms.
- (b) If the clothing of an Employee is soiled or damaged (excluding normal wear and tear) in the course of the performance of their duties, to the extent that its repair or replacement is necessary, Gateways will reimburse the Employee for the reasonable costs in repairing or replacing the clothing with a substitute item, provided that:
- (i) as soon as reasonably practicable the Employee provides notice of the soiling or damage and, if requested, evidence that would satisfy a reasonable person of the soiling or damage, how it occurred, and the reasonable repair or replacement costs; and
  - (ii) the damage or soiling of the Employee’s clothes is not caused by the negligence of the Employee.

### 26.6. Travel reimbursement

Where an Employee is required and authorised by Gateways to use their motor vehicle in the course of their duties, the Employee is entitled to be reimbursed at the rate of \$1.00 per kilometre.

## **26.7. Provision of Meals**

Gateways will provide Employees with a meal when they :

- (a) are working a shift at a shared accommodation location;
- (b) where the shift ends at or after 8.00pm and is longer than 4 hours; or
- (c) have just completed a sleepover.

## **26.8. Heat Allowance**

- (a) Where work continues for more than two hours in temperatures exceeding 46 degrees celsius, Employees will be entitled to 20 minutes rest after every two hours of work without deduction of pay.
- (b) It will be the responsibility of Gateways to ascertain the temperature.
- (c) Where an Employee, who has been employed with Gateways prior to 8 August 1991, works for more than one hour in the shade in places where the temperature is raised by artificial means and:
  - (i) exceeds 40 degrees celsius but does not exceed 46 degrees celsius, they will be paid \$0.54 per hour or part thereof; or
  - (ii) exceeds 46 degrees celsius, they will be paid \$0.64 per hour or part thereof.

## **PART FIVE – HOURS OF WORK AND RELATED MATTERS**

### **27. HOURS OF WORK**

#### **27.1. Ordinary hours of work**

- (a) The ordinary hours of work for a full time Employee will be 38 per week or an average of 38 hours per week and will be worked either:
  - (i) in five days of shifts not more than eight hours each;
  - (ii) in a fortnight of 76 hours in 13 shifts of not more than eight hours each;
  - (iii) by mutual agreement, in 152 hours per four week period to be worked as nineteen shifts each of eight hours; or
  - (iv) any other arrangement provided that no more than 12 hours may be worked in any one shift and no more than 48 hours may be worked in any one week.

#### **27.2. Span of hours**

- (a) The ordinary hours for a day worker will be worked between 6.30am and 6.00pm Monday to Sunday.
- (b) A shiftworker is an Employee who works shifts in accordance with clause 26.2.

- (c) Ordinary hours may be worked up to 12 hours per shift.
- (d) The minimum shift length for part time and casual Employees shall be 2 hours.
- (e) All Employees will be paid at least 2 hours at their minimum hourly pay rate to attend Gateways' monthly meetings.

### **27.3. Weekend On Call (Team Leaders)**

- (a) Team Leaders in Adult Accommodation Services will work a maximum of 5 weekends on call per year.
- (b) Team Leaders in Child and Youth Services will work a maximum of 7 weekends on call per year.

Team Leaders will not receive any additional compensation for hours worked in accordance with this clause.

### **27.4. Rostering**

The ordinary hours of work for each Employee will be displayed on a fortnightly roster in a place conveniently accessible to Employees. The roster will be posted at least two weeks before the commencement of the roster period.

### **27.5. Rostered Days Off**

Employees, other than casual Employees, will be free from duty for no less than two consecutive days in each week, or four days in each fortnight or eight full days in each 28 day cycle. By mutual agreement, days off may be non-consecutive.

### **27.6. Broken shifts**

A broken shift means a shift worked by an Employee that includes one or two breaks (other than a meal break), and where the span of hours is not less than 10 hours.

### **27.7. Sleepovers**

- (a) A sleepover means when Gateways requires an Employee to sleep over night at the premises where the client for whom the Employee is responsible is located and is not 24 hour care or an excursion.
- (b) The span for a sleepover will be a continuous period of 8 hours. Employees will be provided with a separate room with a bed and clean linen, the use of appropriate facilities (including access to food preparation facilities and staff facilities where these exist) and free board and lodging for each night when the Employee sleeps over.
- (c) The Employee will be entitled to a sleepover allowance detailed in clause 26.1.
- (d) In the event of the Employee on sleepover being required to perform work during the sleepover period, the Employee will be paid for the time worked at the prescribed overtime rate with a minimum payment as for one hour worked. Where such work



exceeds one hour, payment will be made at the prescribed overtime rate for the duration of the work.

- (e) Gateways may roster an Employee to perform work immediately before and/or immediately after the sleepover period but must roster the Employee or pay the Employee for at least four hours' work for at least one of these periods of work. For the purpose of Shift Allowance payments this work is considered to be a separate shift and may entitle employees to a Shift Allowance. The Sleepover Allowance prescribed by 26.1 will be in addition to the minimum payment prescribed by this subclause.

For example

<b>Employee's Hours Worked</b>	<b>Entitlement</b>
Wednesday afternoon: 3.00pm until 10.00pm	Afternoon Shift Allowance (10%) in accordance with clause 26.2(b)(i) for hours worked 3.00pm-10.00pm on Wednesday
Sleepover commencing Wednesday: 10.00pm until 6.00am Thursday	Sleepover Allowance of \$80 in accordance with clause 26.1(a)
Thursday morning: 6.00am until 9.00am	Afternoon Shift Allowance (10%) in accordance with clause 26.2(b)(i) for hours worked 6.00am-9.00am Thursday

### **27.8. Rest Breaks between rostered shifts**

- (a) An Employee will be allowed a break of not less than 10 hours between the end of one shift or period of work and the start of another; provided that this clause does not apply to day shifts that are worked wholly within the spread of hours set by clause 27.2(a) that are four hours or less duration.
- (b) Notwithstanding clause 27.8(a), by mutual agreement, an employee will not be required to have a rest break between:
- (i) the end of a shift and the commencement of a shift immediately before the start of a sleepover; or
  - (ii) a shift commencing after the end of a shift immediately after a sleepover, on the basis that an employee rostered for a sleepover can generally expect to sleep during the sleepover period and resume duty rested. Where there are multiple disturbances or a lengthy disturbance during a sleepover shift, consultation to ensure fatigue is managed is required.
  - (iii) For the avoidance of doubt, employees are not entitled to the broken shift allowance when performing an additional separate shift as prescribed in this clause.

### **27.9. Swapping shifts**

- (a) By mutual agreement, permanent Employees are allowed to swap a shift with another permanent Employee, provided that clients and Gateways will not be disadvantaged by the swap.

### **27.10. Cancellation of Scheduled Shifts**

- (a) Gateways shall, except in the case of an emergency, provide a minimum of 24 hours' notice to Employees, including casual Employees, where Gateways intends to cancel a scheduled shift of an Employee.
- (b) Where 24 hours' notice has not been provided in accordance with clause 27.10(a), the affected Employee will be:
  - (i) offered a suitable alternative shift, or the same length of shift at the same or a comparable location at a mutually convenient time; or
  - (ii) be paid for the cancelled shift as if the Employee had worked that shift.
- (c) An affected Employee may elect to not work in accordance with clause 27.10(b)(i) in which case the Employee will not be paid.
- (d) For the purposes of clause 27.10 a "scheduled shift" in relation to a casual Employee shall mean any shift of which the casual Employee has been notified he/she is to work, and in relation to a part-time or full-time Employee shall mean any shift additional to the part-time and full-time Employee's ordinary or regular rostered weekly hours of duty.

## **28. OVERTIME AND PENALTY RATES**

### **28.1. Full-time employees**

A full-time Employee will be paid overtime at the rates specified in clause 28.3 for all work done in additional to their rostered ordinary hours.

### **28.2. Part-time and casual employees**

- (a) A part-time or casual employee will be paid overtime at the rates specified in clause 28.3 (including the casual loading in the case of casual employees) for all hours worked that exceed 152 hours in a four-week period.
- (b) For the purposes of this clause, a four-week period consists of two pay periods and will commence on the first pay period following the approval of this Agreement.

### **28.3. Overtime rates**

- (a) For all authorised overtime work performed, Employees, other than Team Leaders, will be paid:
  - (i) **Monday to Saturday (inclusive except for public holidays):** will be paid at a rate of:
    - (l) (150%) of the ordinary base rate of pay for the first 2 hours; and

(II) (200%) of the ordinary base rate of pay thereafter.

- (ii) **Sunday:** will be paid at the rate of (200%) of the ordinary base rate of pay; and
- (iii) **Public Holiday:** will be paid at the rate of (250%) of the ordinary base rate of pay.
- (b) Overtime rates payable under this clause will be in substitution for and not cumulative upon the shift premiums prescribed in clause 26 and are not applicable to ordinary hours worked on a Saturday or Sunday.

<b>Day Overtime Worked</b>	<b>Overtime Rate</b>
Monday-Saturday	150% for the first 2 hours, and 200% thereafter
Sunday	200% for all hours worked
Public Holiday	250% for all hours worked

#### **28.4. Time off instead of payment for overtime**

- (a) Gateways and a permanent Employee may agree in writing to the Employee taking time off instead of being paid for a particular amount of overtime.
- (b) This time off shall be accrued on an equivalent period of hours with pay (i.e. on an hour for hour basis) for all authorised overtime work performed up to 152 hours.
- (c) Unless agreed otherwise, accrued time off shall be taken within 4 weeks of accruing. Gateways may direct the Employee as to when time in lieu shall be taken within this 4 week period.
- (d) If the time off in lieu has not been taken within the 4 weeks or on termination, Gateways will provide payment at the rate of overtime in clause 28.3 above.
- (e) When agreed that the time off in lieu can be taken after four weeks of accruing, overtime payment shall not be made at the end of the first 4 week period.
- (f) Untaken time in lieu shall be paid out at the rate in clause 28.3 above, if not taken at the subsequent agreed date.

### **29. BREAKS**

#### **29.1. Meal Breaks**

- (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) Where an Employee is required by Gateways to have a meal with a client or clients as part of the normal work routine or client program, they will be paid for the duration of the

meal period at the ordinary rate of pay, and clause 29.1(a) does not apply. This paid meal period is to be counted as time worked.

**29.2. Tea Breaks**

- (a) Every Employee will be entitled to a paid 10 minute tea break in each four hours worked at a time to be agreed between the Employer and Employee.
- (b) Tea breaks will count as time worked.

**30. SATURDAY AND SUNDAY WORK**

**30.1. Full time and part time Employees**

Permanent Employees whose ordinary working hours include work on a Saturday and/or Sunday will be paid at the following rate :

- (a) (150%) of the ordinary base rate of pay for the entire shift, if those ordinary hours include work between midnight Friday and midnight Saturday;
- (b) (200%) of the ordinary base rate of pay for the entire shift, if those ordinary hours include work between midnight Saturday and midnight Sunday; and
- (c) (200%) of the ordinary base rate of pay for the entire shift, if those ordinary hours include work between midnight Sunday and 6.00am Monday.

<b>Hours Worked</b>	<b>Rate</b>
Midnight Friday – Midnight Saturday	150%
Midnight Saturday – Midnight Sunday	200%
Midnight Sunday – 6.00am Monday	200%

**30.2. Casual Employees**

Casual Employees who work on a weekend will be paid at the following rates:

- (a) 175% of the ordinary base rate of pay (inclusive of casual loading), if those ordinary hours include work between midnight Friday and midnight Saturday; and
- (b) 225% of the ordinary base rate of pay (including casual loading) if those ordinary hours include work between midnight Saturday and midnight Sunday.

<b>Hours Worked</b>	<b>Rate</b>
Midnight Friday – Midnight Saturday	175%
Midnight Saturday – Midnight Sunday	225%

Midnight Sunday- 6.00am Monday	225%
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### 31. HIGHER DUTIES

Employees who are required to perform the duties of another Employee in a higher classification for the duration of a full shift or more will be paid for the period for which duties are assumed at a rate not less than the minimum rate prescribed for the classification applying to the Employee so relieved.

## PART SIX – LEAVE ENTITLEMENTS AND PUBLIC HOLIDAYS

### 32. ANNUAL LEAVE

#### 32.1. Quantum of leave

- (a) An Employee (other than a casual Employee) accumulates 4 weeks of paid annual leave for each year of service with Gateways.
- (b) An Employee's entitlement to annual leave accumulates continuously based on the number of ordinary hours they work.
- (c) A shift worker is entitled to additional week's annual leave. For the purpose of the NES, a shift worker is an Employee who works for more than four ordinary hours on 10 or more weekends during the yearly period in respect to which their annual leave accrues.
- (d) An Employee should provide as much notice as possible to Gateways of their request to take annual leave. While Gateways will not unreasonably refuse a request, a failure to provide reasonable notice may result in a declined annual leave application, depending on the operational requirements of Gateways.
- (e) Accrued, but untaken, annual leave will be paid out on termination.

#### 32.2. Annual leave loading

- (a) In addition to their ordinary pay, a permanent Employee, other than a shift worker, will be paid an additional leave loading of 17.5% of their ordinary rate of pay.
- (b) Shift workers, in addition to their ordinary pay, will be paid the higher of:
  - (i) An annual leave loading of 17.5% of their ordinary rate of pay; or
  - (ii) The weekend and shift penalties the Employee would have received had they not been on leave during the relevant period.

#### 32.3. Excessive leave

- (a) When an Employee has more than 8 weeks accrued annual leave, Gateways and Employee may try to reach genuine agreement on how to reduce or eliminate the excessive accrual.

- (b) Once Gateways has genuinely tried to reach agreement but is unable to do so, Gateways may direct the Employee in writing to take one or more periods of paid annual leave. Once such direction is given, the Employee must take the leave.
- (c) This direction will only be made if the remaining accrued entitlement to paid annual leave will not be less than 6 weeks.
- (d) Gateways will not require the Employee to take any period of leave less than one week and will not be inconsistent with any leave arrangement agreed by the Employer and Employee.
- (e) Gateways will provide at least 8 weeks' notice to the Employee of the requirement to take a period of annual leave, to be taken within 12 months of the direction.

#### **32.4. Annual leave in advance**

- (a) Gateways and an Employee may agree in writing to the Employee taking a period of paid annual leave before the Employee has accrued the entitlement.
- (b) The agreement will set out the relevant terms of the arrangement, will be signed by both parties and be kept as an employee record by Gateways.
- (c) If on termination the Employee has not accrued sufficient annual leave to cover the agreement, Gateways may deduct from any money due to the Employee on termination an amount equal to the amount that was paid to the Employee in advance.

### **33. PERSONAL LEAVE**

Personal/carer's leave is provided for in the NES. This clause contains additional provisions.

#### **33.1. Amount of leave**

Permanent Employees are entitled to paid personal/carer's leave for each year of service as follows:

- (a) 12 days' in the first year of service;
- (b) 14 days' in the second, third and fourth year of service; and
- (c) 21 days' in the fifth and following years of service.

#### **33.2. Accrual of leave**

An Employee's entitlement to personal/carer's leave:

- (a) accrues progressively during their year of service; and
- (b) accumulates from year to year.

#### **33.3. Termination of employment**

Accrued, but untaken, personal/carer's leave will not be paid out on termination.

#### **33.4. Taking paid personal/carer's leave**

- (a) An Employee make take personal/carer's leave if the leave is taken:
  - (i) because the Employee is not fit for work because of a personal illness, or personal injury, affecting the Employee; or
  - (ii) 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 because of:
    - (I) a personal illness, or personal injury, affecting the member; or
    - (II) an unexpected emergency affecting the member.
- (b) Employees seeking to take this leave must make all reasonable efforts to inform their direct manager before the Employee's rostered commencement time, or if that is not reasonably practicable, as soon as possible:
  - (i) that they are unable to work due to illness or injury affecting the Employee; or
  - (ii) that they are unable to work due to a requirement to provide care and support to an immediate family member or member of the Employee's household as per the NES.
- (c) Where a period of leave extends longer than 1 day, or the period of leave is on a Monday or Friday, a medical certificate will be required to be provided to Gateways (either for the Employee themselves, or for the family/household member). The certificate should outline the start and finish dates of the proposed leave. A failure to provide a medical certificate (or other valid evidence which would satisfy a reasonable person, such as a statutory declaration) may render the leave as unpaid.
- (d) Personal/carer's leave may be used for the purpose of alcohol and other drug (AOD) rehabilitation, and additional (unpaid) leave for this purpose may be granted at Gateways' discretion.

#### **34. COMPASSIONATE LEAVE**

Compassionate leave is provided for in the NES. This clause contains additional provisions.

- 34.1. Permanent Employees are entitled to 3 days of compassionate leave per year, which can be taken as single days or in multiple days. Casual employees are entitled to this as unpaid leave.
- 34.2. The Employee must provide proof of death or of the serious injury or illness, where required to do so by Gateways.
- 34.3. With Gateways' consent, an Employee shall be entitled to an additional 10 working days of unpaid bereavement leave in respect of the death within Australia or overseas of a relation to whom this clause applies.

#### **35. COMMUNITY SERVICE LEAVE/JURY SERVICE**

Community service leave is provided for in the NES. This clause contains additional provisions.

### **35.1. Jury Service**

A Permanent Employee required to attend for Jury Service during their ordinary working hours shall be reimbursed by Gateways an amount equal to the difference between the amount paid in respect of their attendance for such Jury Service and the amount that the Employee would have received in respect of ordinary time they would have worked had they not been on Jury Service, subject to the following conditions:

- (a) The Employee shall advise Gateways as soon as practicable that they have to attend for jury service, and if required by Gateways, produce their notice to attend.
- (b) An Employee who has been given more than seven days' notice to attend for jury service shall give Gateways at least seven day's notice and if they fail to give such notice, without reasonable cause, they shall forfeit their entitlement to payment by Gateways.
- (c) An Employee on day shift or day work who is not required for jury service after 1.00pm on any day shall contact Gateways by telephone to ask whether Gateways requires the Employee to report for the balance of the day, and if so required, the Employee shall report.
- (d) An Employee on afternoon shift or night shift who is discharged or excused from jury service on the day upon which they are first called or on any subsequent day upon which they have been required to take part in court proceedings shall report for work:
  - (i) in the case of an afternoon shift Employee, if possible at the Employee's normal starting time or as soon thereafter as possible after being discharged or excused from jury service; and
  - (ii) in the case of a night shift Employee, at the Employee's normal starting time.
- (e) Provided that an Employee on afternoon shift or night shift who is continuing jury service and who has been required to take part in court proceedings for more than half the day shall not be required to report for work until the expiration of his/her jury service and if the jury service has lasted for more than two days until the shift next following the completion of the Employee's jury service.
- (f) An Employee shall notify Gateways as soon as possible of the date upon which they are required to attend for Jury Service. Further, the Employee shall give Gateways proof of attendance, the duration of such attendance and the amount received in respect of such Jury Service.
- (g) The provisions of this clause apply to full-time and part-time Employees and eligible casual Employees but do not apply to other casual Employees.
- (h) An eligible casual employee means a casual Employee employed by the Employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months, and that the Employee has a reasonable expectation of ongoing employment.



## **36. CEREMONIAL LEAVE**

With Gateway's approval, an Employee who is legitimately required by indigenous tradition to be absent from work for Aboriginal or Torres Strait Islander ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year.

## **37. FAMILY AND DOMESTIC VIOLENCE LEAVE**

Family and domestic violence leave is provided for in the NES. This clause contains additional provisions.

- 37.1. All Employees (including casual Employees) are entitled to 15 days' paid family and domestic violence leave per year.
- 37.2. This entitlement will otherwise be in accordance with the NES.
- 37.3. An Employee shall give Gateways notice as soon as reasonably practicable of their request to take leave under this clause.
- 37.4. Gateways must take all reasonable steps to ensure that any personal information provided by an Employee to Gateways concerning an Employee's experience of family and domestic violence is kept confidential.

## **38. LONG SERVICE LEAVE**

### **38.1. Entitlement**

An Employee shall be entitled to paid long service leave, in respect of continuous service with the Employer as follows:

- (a) On the completion by the Employee of fifteen years continuous service:
  - (i) six months long service leave and thereafter an additional two months' long service leave on the completion of each additional five years' continuous service.
  - (ii) in addition, in the case of an Employee who has completed more than fifteen years' service and whose employment terminates otherwise than by the death of the Employee, an amount of long service leave equal to one thirtieth of the period of his or her service since the last accrual of entitlement to long service leave under paragraph (i).
- (b) In the case of an Employee who has completed at least ten years' service, but less than fifteen years' service and whose employment terminates for any cause other than serious or wilful misconduct, such amount of long service leave as equals one thirtieth of the period of service.
- (c) In the case of an Employee who has completed at least ten years' service but less than fifteen years' service, the Employee may take pro rata long service leave.

- 38.2. The time such leave is taken shall be by agreement between the Employee and the Employer having regard for the Employer's operational requirements, save that such agreement shall not be unreasonably withheld.
- 38.3. In the event of any dispute over the timing of such leave, the dispute resolution procedures of Clause 9 shall apply.
- 38.4. Gateways will comply with its obligations under the relevant Long Service Leave legislation, including the *Long Service Benefits Portability Regulations 2020* (Vic).

## **39. REPRODUCTIVE LEAVE**

### **39.1. Entitlement**

- (a) For the purpose of this clause 39, a reproductive health issue is defined as any condition relating to menstruation, perimenopause, menopause, poly-cystic ovarian syndrome and endometriosis, In Vitro Fertilisation (IVF) and other forms of assisted reproductive health services, vasectomy, hysterectomy and terminations.
- (b) A permanent Employee, who has been employed by Gateways for a minimum of 12 months, and who is experiencing a reproductive health issue, is entitled to up to 4 days per year of paid reproductive health leave for the purpose of treatment and management of ill health/symptoms, in addition to any personal leave.

### **39.2. Notice and Evidentiary Requirements**

- (a) The Employee shall give Gateways notice as soon as reasonably practicable of their request to take leave under this clause 39.
- (b) If required by Gateways, the Employee must provide evidence that would satisfy a reasonable person that the leave is for a reproductive health issue. Such evidence may include a document issued by a doctor or other treating health professional (including a medical certificate) or a statutory declaration.

### **39.3. Flexible Working Arrangements**

In order to provide support to an Employee to manage and/or alleviate symptoms relating to reproductive health issue, Gateways will consider any reasonable request from an Employee experiencing reproductive health issues, including but not limited to:

- (a) the right to work from home where practicable;
- (b) flexible working hours;
- (c) reasonable changes to work environment to provide comfortable working environment to alleviate symptoms or facilitate treatment; and
- (d) the right to access reasonable unpaid leave.

## **40. PARENTAL LEAVE**

Employees are entitled to all of the rights and entitlements to parental leave set out in the NES as if those provisions formed part of this Agreement, as amended from time to time. Where there is an inconsistency between this clause and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

#### 40.1. Definitions

For the purpose of this clause 40:

- (a) an **eligible casual** means a casual Employee employed by Gateways on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months and who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment;
- (b) **continuous service** is work for Gateways on a regular and systematic basis (including any period of authorised leave or absence).

#### 40.2. Paid Parental Leave: Primary Caregiver

- (a) An Employee who is:
  - (i) a full time or part time Employee who has been employed by Gateways for a continuous period of at least 12 months immediately before taking parental leave or an eligible casual; and
  - (ii) taking parental leave in connection with the birth or adoption of a child; and
  - (iii) the Primary Caregiver of the child (regardless of whether the Employee is single, married, in a de facto or same-sex couple, former spouse or former de facto spouse).

shall be entitled to:

- (iv) be paid at the Employee's base rate of pay during 10 weeks of their parental leave ('Paid Parental Leave'); and
  - (v) where requested the 10 weeks' paid parental leave may be taken as 20 weeks' leave at half pay, or any part to be taken at half-pay for a period equal to twice the period to which the Employee would otherwise be entitled; and
  - (vi) be paid superannuation for the duration of the Paid Parental Leave; and
  - (vii) receive a combined total of 52 weeks' paid and unpaid parental leave on a shared basis in relation to the birth or adoption of their child.
- (b) Parental Leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:
    - (i) in the case of Paid Secondary Caregiver Leave, an Employee shall be entitled to up to 4 weeks' leave (which need not be taken consecutively), which may commence 1 week prior to the expected date of birth; and

- (ii) in the case of short Adoption Leave for the Secondary Caregiver, 4 weeks' paid leave and up to 2 weeks' unpaid leave which may commence at the time of placement.
- (c) The Leave described in this clause can be taken at any stage up to 6 weeks prior to the expected date of birth but must not start later than the date of birth of the child. In the case of adoption placement of a child under the age of 16 the Leave must start on the date of placement of that child. The child must not have lived continuously with the Primary Caregiver for 6 months or more before application for Paid Parental Leave. The leave must be taken in a single continuous period.

#### **40.3. Paid Parental Leave: Secondary Caregiver**

- (a) An Employee who is the non-Primary Caregiver of a newly born or adopted child, and who has been employed by Gateways for a continuous period of at least 12 months immediately before taking parental leave, shall be entitled to take up to 2 weeks' paid leave at (or near) the time of birth or adoption paid at the Employee's base rate of pay.
- (b) Secondary Caregivers are not entitled to superannuation payments during paid Parental Leave taken under this clause.

#### **40.4. Adoption Leave**

- (a) In addition to the provisions in clause 40.2 an Employee seeking to take paid parental leave for the purposes of adoption:
  - (i) shall be required to provide Gateways with written notice of their intention to apply for adoption leave as soon as is reasonably practicable after receiving a placement approval notice from an adoption agency or other appropriate body;
  - (ii) must be given written notice of the day when the placement with the Employee is expected to start as soon as possible after receiving a placement notice indicating the expected placement day; and
  - (iii) is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The Employee and Gateways shall agree on the length of the unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to 2 days unpaid leave.

#### **40.5. Unpaid Parental Leave**

- (a) An Employee, who is the Primary Caregiver, does not satisfy the qualifying service requirement for the paid components of Primary Carer paid parental leave under clause 40.2 or an Employee who is not an eligible casual Employee, shall be entitled to leave without pay for a period not exceeding 52 weeks.
- (b) An Employee who is a non-Primary Caregiver who does not satisfy the qualifying service requirement for the paid components of secondary care giver leave under clause 40.3 or an Employee who is not an eligible casual Employee, shall be entitled to leave without pay for a period not exceeding 3 weeks.
- (c) Gateways must not fail to re-engage a casual Employee because:

- (i) the Employee or the Employee's spouse is pregnant; or
  - (ii) the Employee is or has been immediately absent on parental leave.
- (d) The rights of Gateways in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this clause.

#### **40.6. Pre-natal carer's leave**

Where an Employee requests to attend pre-natal appointments or parenting classes that can only be attended during the Employee's ordinary hours of work then the Employee on production of satisfactory evidence may take personal leave for this purpose.

#### **40.7. Special Parental Leave**

- (a) Where the pregnancy of an Employee not then on parental leave terminates within 28 weeks before the expected date of birth, other than by the birth of a living child, then the Employee may take unpaid special parental leave of such periods as a registered medical practitioner certifies as necessary.
- (b) Where an Employee is suffering from an illness not related to the direct consequences of the pregnancy, an Employee may take any paid personal leave to which they are entitled in lieu of special parental leave.
- (c) Where an Employee not then on parental leave suffers illness related to their pregnancy, they may take any paid personal leave to which they are then entitled, and such further unpaid special parental leave as a registered medical practitioner certifies as necessary before their return to work.
- (d) The Employee will not be in breach of this clause if the failure to give the required period of notice is because of the birth occurring earlier than expected the death of the mother of the child, or other compelling circumstances.

#### **40.8. Variation of period of parental leave**

Unless otherwise agreed between Gateways and the Employee, where an Employee takes leave under clause 40.2 an Employee may apply to Gateways to change the period of parental leave on one occasion. Any such change must be notified in writing at least two weeks prior to the commencement of the changed arrangements.

#### **40.9. Parental leave and other entitlements**

An Employee may in lieu of, or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks.

#### **40.10. Transfer to a safe job**

- (a) Where an Employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at their present work, the Employee will, if Gateways deems it practicable, be transferred to a safe job with no

other change to the Employee's terms and conditions of employment until the commencement of parental leave.

- (b) An appropriate safe job is a safe job that has:
  - (i) the same ordinary hours of work as the Employee's present position; or
  - (ii) a different number of ordinary hours agreed to by the Employee.
- (c) If the Employee is transferred to an appropriate safe job for the risk period, Gateways must pay the Employee for the safe job at the Employee's full rate of pay (for the position they were in before the transfer) for the hours that they work in the risk period.
- (d) Without limiting clause 40.10(a) above Gateways may require the evidence to be a medical certificate.
- (e) If Gateways does not think it to be reasonably practicable to transfer the Employee to an appropriate safe job, the Employee is entitled to take paid "no safe job leave" for the risk period. This leave is paid at the Employee's base rate of pay for their ordinary hours of work for the risk period.
- (f) If the Employees' pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.

#### **40.11. Returning to work after a period of parental leave**

- (a) An Employee will notify of their intention to return to work after a period of parental leave at least 4 weeks prior to the expiration of the leave.
- (b) Subject to clause 40.11(c), an Employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to clause 40.10, the Employee will be entitled to return to the position they held immediately before such transfer.
- (c) Where such position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, the Employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

#### **40.12. Right to request**

- (a) Subject to clause 40.12(f) an Employee entitled to primary care giver parental leave may, in addition to the entitlement to vary under clause 40.8 request Gateways to allow the Employee to:
  - (i) extend the period of unpaid parental leave by a further continuous period of leave not exceeding 24 months; or
  - (ii) Return from a period of parental leave or adoption leave on a part time basis or with other flexible working arrangements until the child reaches school age;

to assist the Employee in reconciling work and parental responsibilities.

- (b) Where an Employee wishes to make a request, such a request must be made as soon as possible, but not less than 4 weeks before the Employee is due to return to work from parental leave.
- (c) Gateways shall consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or Gateways' business. Such grounds may include cost, lack of adequate replacement Employees, loss of efficiency and the impact on customer service.
- (d) The Employee's request and Gateways' decision and reasons made under this clause must be recorded in writing.
- (e) Examples of flexible working arrangements include:
  - (i) changes in hours of work for example changes to start and finish times; and/or
  - (ii) changes in patterns of work for example split shifts or job sharing; and/or
  - (iii) request to work part time with an ability to return to previous full time role at an agreed future date; and/or
  - (iv) a change in location of work for example working from home.
- (f) An Employee may make a request under clause 40.12(a) only if:
  - (i) for a casual Employee – the Employee is an eligible casual Employee of Gateways immediately before making the request;
  - (ii) for all other Employees – the Employee has completed at least 12 months of continuous service with Gateways immediately before making the request.
- (g) The Employee's request must be provided in writing at least 4 weeks prior to the commencement of any change, set out details of the change sought and of the reasons for the change.
- (h) Gateways must give the Employee a written response to the request within 14 days stating whether Gateways grants or refuses the request.
- (i) If Gateways refuses the request, the written response must include details of the reasons for the refusal.
- (j) Gateways may refuse the request only on reasonable business grounds.
- (k) Without limiting what are reasonable business grounds for the purposes of clause 40.12(i), reasonable business grounds include the following:
  - (i) that the new working arrangements requested by the Employee would be too costly for Gateways;
  - (ii) that there is no capacity to change the working arrangements of other Employees to accommodate the new working arrangements requested by the Employee; that

it would be impractical to change the working arrangements of other Employees, or recruit new Employees, to accommodate the new working arrangements requested by the Employee;

- (iii) that the new working arrangements requested by the Employee would be likely to result in a significant loss in efficiency or productivity; or
- (iv) that the new working arrangements requested by the Employee would be likely to have a significant negative impact on customer service.

#### **40.13.Replacement Employees**

- (a) A replacement Employee is an Employee specifically engaged or temporarily promoted or transferred, as a result of an Employee proceeding on parental leave.
- (b) Before Gateways engaged a replacement Employee, Gateways must inform that person of the temporary nature of the Employment and of the rights of the Employee who is being replaced.

#### **40.14.Communication during parental leave**

- (a) Where an Employee is on Parental Leave and a definite decision has been made to introduce significant change at the workplace, Gateways shall take reasonable steps to:
  - (i) Make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
  - (ii) Provide an opportunity to the Employee to discuss any significant effect the change will have on the status or responsibility Grade of the position the Employee held before commencing parental leave.
- (b) The Employee shall take reasonable steps to inform Gateways about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part time basis. This clause 40.14(b) is not intended to replace or alter the Employee's obligations under clause 40.12(g) to provide Gateways with at least 4 weeks' notice of any request to vary their parental leave.

#### **40.15.Keeping in touch days**

1. Any keeping in touch day(s) shall be paid at an Employee's full rate of pay.
2. This clause does not prevent an Employee from performing work for Gateways on a keeping in touch day while they are taking unpaid parental leave. If the Employee does so, the performance of that work does not break the continuity of the period of unpaid parental leave.
3. A day on which the Employee performs work for Gateways during the period of leave is a keeping in touch day if:



- (i) the purpose of performing the work is to enable the Employee to keep in touch with their employment in order to facilitate a return to that employment after the end of the period of leave; and
  - (ii) both the Employee and Gateways consent to the Employee performing work for Gateways on that day; and
  - (iii) the day is not within:
    - (I) if the Employee suggested or requested that they perform work for Gateways on that day – 14 days after the date of birth, or day of placement of the child to which the period of leave relates; or
    - (II) otherwise – 42 days after the date of birth, or day of placement, of the child; and
    - (III) the Employee has not already performed work for Gateways on 10 days during the period of leave that were keeping in touch days. The duration of the work the Employee performs on that day is not relevant for the purposes of this clause.
4. The Employee’s decision whether to give the consent mentioned in 40.12 is taken for the purposes of section 344 of the FW Act (which deals with undue influence or pressure), to be a decision to make, or not make, an arrangement under the NES.
5. For the purposes of this clause 40.15, treat as two (2) separate periods of unpaid parental leave:
- (i) a period of unpaid parental leave taken during the Employee’s available parental leave period; and
  - (ii) a period of unpaid parental leave taken as an extension of the leave referred to in for a further period immediately following the end of the available parental leave period.
6. Unpaid parental leave is not extended by paid leave or keeping in touch days if, during a period of unpaid parental leave, an Employee:
- (i) takes paid leave; or
  - (ii) performs work for Gateways on a keeping in touch day;

taking that leave or performing that work does not have the effect of extending the period of unpaid parental leave.

Note: Performance of work on keeping in touch days is also deal with, for the purposes of parental leave pay, in sections 49 and 50 of the *Paid Parental Leave Act 2020* (Cth).

#### **41. PREGNANCY LOSS LEAVE**

41.1. An Employee who is:

- (a) a permanent Employee who has been employed by Gateways for a continuous period of at least 12 months immediately before taking this leave, shall be entitled to 5 days pregnancy loss leave at full pay for each occasion when:
  - (i) an Employee has been pregnant; and
  - (ii) the pregnancy ends after any period of gestation otherwise than by the birth of a living child.
- (b) A full time or part time Employee who has been employed by Gateways for a continuous period of at least 12 months immediately before taking this leave, and who is the partner of a person who:
  - (i) has been pregnant; and
  - (ii) the pregnancy ends after any period of gestation otherwise than by the birth of a living child

is entitled to 2 days pregnancy loss leave at full pay for each occasion.

41.2. An Employee who is entitled to a period of pregnancy loss leave for each occasion is entitled to take the leave as:

- (a) a single, unbroken period; or
- (b) separate periods of 1 day each; or
- (c) any separate periods to which the Employee and Employer agree.

#### **42. BLOOD DONOR LEAVE**

The Employer will release staff upon request to donate blood where a collection unit is on site or by arrangement with the manager of the unit/department.

#### **43. STUDY LEAVE**

43.1. An Employee completing an independent course of study that is approved by, and of benefit to, Gateways is entitled to:

- (a) 2 days per year of paid study leave to attend lectures, tutorials, examinations or to fulfil any other requirements as required by the course; and
- (b) Apply for unpaid study leave to attend lectures, tutorials, examinations or to fulfil any other requirements as required by the course.

43.2. Study leave may be approved or refused at the sole discretion of Gateways.

43.3. This leave does not accrue from year to year and will not be paid out on termination of employment.

43.4. This clause does not apply to casual employees.

**44. PUBLIC HOLIDAYS**

Public holidays are provided for in the NES. This clause contains additional provisions.

- 44.1. Employees are entitled to public holidays in accordance with the NES for public holidays which are gazetted in the state in which they are based.
- 44.2. Part time Employees shall only be entitled to payment for public holidays which fall on days they are normally rostered to work.
- 44.3. By agreement between Gateways and the Employee, other days may be substituted for the public holiday.

**44.4. Substitution of public holidays by agreement at the enterprise:**

- (a) Gateways and its Employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected Employees shall constitute agreement.
- (b) An agreement shall be recorded in writing and be available to every affected Employee.

**44.5. Payment for working on a public holiday**

- (a) A permanent Employee required to work on a public holiday will be paid (at the rate of 250%) of their ordinary rate of pay for all time worked.
- (b) A casual Employee will be paid at the rate of 275% of the ordinary rate of pay for hours worked on public holidays (inclusive of the casual loading).

<b>Employee</b>	<b>Public Holiday Rate</b>
Permanent	250%
Casual	275% (inclusive of casual loading)

- (c) Where a declared or substitute public holidays differs from the day on which the holiday would normally fall e.g. Boxing Day falls on the 26<sup>th</sup> December but the substitute day falls on the 27<sup>th</sup> December, the Employee may elect on which day, they receive the public holiday rate of pay.
- (d) When Christmas Day falls on a Saturday or Sunday, Employees required to work on Christmas Day will be paid at the rate of 250% of their ordinary rate of pay instead of any other penalties/allowances payable for the hours worked.
- (e) Payments under this clause are instead of any additional rate for shift or weekend work which would otherwise be payable under this Agreement had the shift not been a public holiday.

**PART SEVEN – TERMINATION AND REDUNDANCY**

**45. NOTICE OF TERMINATION BY EMPLOYER**

45.1. In order to terminate the employment of an Employee, Gateways shall give to the Employee the period of notice specified in the table below:

<b>Employee’s period of continuous service with the employer</b>	<b>Period of notice</b>
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

- 45.2. If an Employee is over 45 years old and has completed more than 2 years continuous service with Gateways, then that Employee shall be entitled to 5 weeks’ notice.
- 45.3. An Employee will either be required to work out the notice period, receive payments in lieu, or a combination of both – at the discretion of Gateways.
- 45.4. An Employee who has been given notice of termination by Gateways shall be entitled to time off without loss of pay of up to one day for the purpose of seeking other employment. Such time off is to be taken at times that are convenient to the Employee after consultation with Gateways.
- 45.5. The periods of notice outlined in clause 45.1 and 45.2 shall not apply to an Employee terminated for serious or wilful misconduct.

**46. NOTICE OF TERMINATION BY AN EMPLOYEE**

- 46.1. The notice of termination required to be given by an Employee is the same as that required of Gateways, except that there is no requirement on the employee to give additional notice based on the age of the employee concerned as per clause 45.2.
- 46.2. If any Employee fails to give the required notice, Gateways may deduct from wages due to the Employee under this Agreement (except for any entitlement to long service leave) due to the Employee on termination under this Agreement or the NES. The amount withheld shall not exceed the amount the Employee would have been paid under this Agreement for notice, less any period of notice actually given by the Employee.
- 46.3. Gateways, in its discretion may require an Employee not to attend work during part or all of the period of notice, or make payment in lieu.

**47. REDUNDANCY**

- 47.1. Gateways may make Employees redundant where it does not require the job done by the Employee to be done by anyone, except where this is due to the ordinary customary turnover of labour or as otherwise provided in the NES.
- 47.2. In addition to the period of notice of termination outlined in clause 46.1, redundancy pay will be in accordance with the following table:

<b>Period of Continuous Service</b>	<b>Minimum Period of Notice</b>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

- 47.3. Where an Employee is transferred to lower paid duties for reasons set out in clause 47.1 the Employee shall be entitled to the same period of notice of transfer as they would have been entitled to if their employment had been terminated.
- 47.4. If Gateways does not give the requisite notice and transfers the Employee before the expiry of the notice of transfer, Gateways will make payment in lieu thereof of an amount equal to the difference between the former rate of pay and the new lower rate for the number of weeks of notice still owing.
- 47.5. If an Employee terminates their employment after given notice of termination due to redundancy, the Employee will still be entitled to receive redundancy pay as per clause 47.2 however, the Employee will not be entitled to be paid for any part of the period of notice remaining after the Employee ceased to be employed.
- 47.6. An Employee who has been given notice of termination due to redundancy by Gateways shall be entitled to time without loss of pay of up to one day each week of the notice period for the purpose of seeking other employment. Additional time off may be provided upon the production of reasonable proof of attendance at an interview.

**48. ACCIDENT MAKE UP PAY**

- 48.1. The Employer shall pay an Employee accident pay where the Employee receives an injury for which weekly payments or compensation are payable by or on behalf of the Employer pursuant to the provisions of the *Workplace Injury Rehabilitation and Compensation Act 2013 (the Act)*, as amended from time to time.
- 48.2. Accident pay means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the Employee pursuant to the Act and the Employee's rate under this Agreement.
- 48.3. The maximum period or aggregate of periods of accident pay to be made by the Employer shall be a total of 39 weeks for any one injury.
- 48.4. The liability of Gateways to pay in accordance with this clause shall arise as at the date of the injury or accident in respect of which compensation is payable under the Act. In the case of termination of employment by the Employer of an Employee who except for such termination would be entitled to accident pay, accident pay shall continue to apply except in those cases where the termination is due to serious or wilful misconduct on the part of the Employee.
- 48.5. In the event that an Employee receives a lump sum in redemption or weekly payments under the Act, the liability of the Employer to pay accident pay as herein provided shall cease from the date of such redemption.

**49. SIGNATORIES**

This Agreement is made at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 2024

Signed for an on behalf of Gateways Support Services In

Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

Postcode: \_\_\_\_\_

State: \_\_\_\_\_

Position: \_\_\_\_\_

Dated: \_\_\_\_\_/\_\_\_\_\_/2024

Signed for an on behalf of the Health Services Union (Victoria No. 2 Branch) t/as the Health and Community Services Union:

Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

Postcode: \_\_\_\_\_

State: \_\_\_\_\_

Position: \_\_\_\_\_

Dated: \_\_\_\_\_/\_\_\_\_\_/2024

Signed for an on behalf of the Employees by:

Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

Postcode:

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State:

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Position:

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Dated:

\_\_\_\_\_/\_\_\_\_\_/2024



**SCHEDULE A – CLASSIFICATION GRADES AND REMUNERATION**

<b>GRADE</b>	<b>YEAR</b>	<b>HOURLY PAY RATE</b>	<b>HOURLY PAY RATE</b>	<b>HOURLY PAY RATE</b>	<b>HOURLY PAY RATE</b>	<b>SCHADS Award Equivalent as at the date of the approval of the Agreement</b>
<b>Residential Support Worker</b>		<b>1 July 2024</b>	<b>1 July 2025</b>	<b>1 July 2026</b>	<b>1 July 2027</b>	
Grade 1	1	\$25.41	\$25.98	\$26.56	\$27.16	1.1
	2	\$26.23	\$26.82	\$27.42	\$28.04	1.2
	3	\$27.16	\$27.77	\$28.40	\$29.04	1.3
Grade 2	1	\$27.98	\$28.61	\$29.25	\$29.91	1.3
	2	\$28.81	\$29.46	\$30.12	\$30.80	1.3
	3	\$29.68	\$30.35	\$31.03	\$31.73	1.3
	4	\$30.58	\$31.26	\$31.97	\$32.69	1.3
Grade 3	1	\$33.42	\$34.17	\$34.94	\$35.72	2.1
	2	\$33.43	\$34.18	\$34.95	\$35.74	2.2
	3	\$35.51	\$36.31	\$37.13	\$37.97	2.3
	4	\$36.46	\$37.28	\$38.12	\$38.97	2.4
Grade 4	1	\$34.47	\$35.24	\$36.03	\$36.84	2.2
	2	\$35.51	\$36.31	\$37.13	\$37.97	2.3
	3	\$36.46	\$37.28	\$38.12	\$38.97	2.4
	4	\$36.46	\$37.28	\$38.12	\$38.97	2.4
Grade 5	1	\$49.28	\$50.39	\$51.52	\$52.68	5.1
	2	\$50.34	\$51.47	\$52.63	\$53.81	5.2
	3	\$51.51	\$52.67	\$53.86	\$55.07	5.3

**SCHEDULE B- CLASSIFICATION GRADES**

**Mandatory Units:** are units determined by the Department of Families, Fairness and Housing Minimum qualification requirements for Therapeutic Residential Support Workers in Victoria.

**Relevant Qualifications:** are qualifications determined by the Department of Families, Fairness and Housing Minimum qualification requirements for Therapeutic Residential Support Workers in Victoria.

GATEWAYS GRADE 1	
<b>Characteristics of the Grade</b>	<ul style="list-style-type: none"> <li>• A person employed as a Residential Support Worker works under close direction and undertakes routine activities which require the practical application of basic skills and techniques. They may include initial recruits who may have limited relevant experience.</li> <li>• General features of work in this level consist of performing clearly defined activities with outcomes being readily attainable. Employees’ duties at this level will be closely monitored with instruction and assistance being readily available.</li> <li>• Freedom to act is limited by standards and procedures. However, with experience, employees at this Grade may have sufficient freedom to exercise judgment in the planning of their own work within those confines.</li> <li>• Positions at this Grade will involve employees in extensive on-the-job training including familiarisation with the goals and objectives of the workplace.</li> <li>• Employees will be responsible for the time management of their work and required to use basic numeracy, written and verbal communication skills, and where relevant, skills required to assist with personal care and lifestyle support.</li> <li>• Supervision of other staff or volunteers is not a feature at this Grade. However, an experienced employee may have technical oversight of a minor work activity.</li> <li>• At this Grade, Gateways is expected to offer substantial internal and/or external training.</li> </ul>
<b>Responsibilities</b>	<p>A position at this Grade may include some of the following:</p> <ul style="list-style-type: none"> <li>• Participant contact and interaction including attending to their personal care or undertaking generic domestic duties under direct or routine supervision and either individually or as part of a team as part of the delivery of disability services;</li> <li>• Preparation of the full range of domestic duties including cleaning and food service, assistance to participants in carrying out personal care tasks under general supervision either individually or as part of a team as part of the delivery of disability services</li> <li>• Complete administrative work including maintaining client records and household accounts.</li> <li>• Work within established practices and procedures.</li> </ul>

<b>Skills and knowledge</b>	<p>Some or all of the following are required to perform the role at this level:</p> <ul style="list-style-type: none"> <li>• Developing knowledge of the workplace function and operation.</li> <li>• Basic knowledge of administrative practices and procedures relevant to the workplace.</li> <li>• A developing knowledge of work practices and policies of the relevant work area.</li> <li>• Basic numeracy, written and verbal communication skills relevant to the work area.</li> <li>• At this Grade employers are required to offer substantial on-the-job training.</li> </ul>		
<b>Organisational Relationships</b>	Works under direct supervision		
<b>Extent of Authority</b>	<ul style="list-style-type: none"> <li>• Work outcomes are clearly monitored.</li> <li>• Freedom to act is limited by standards and procedures.</li> <li>• Solutions to problems are found in established procedures and instructions with assistance readily available.</li> <li>• Project completion according to instructions and established procedures.</li> <li>• No scope for interpretation.</li> </ul>		
<b>Qualifications and Experience</b>		<b>Residential Support Workers</b>	<b>Therapeutic Residential Support Workers</b>
	1.1	Level 2 First Aid qualification (HLTAID011)  CPR qualifications (HLTAID009)  Residential Support Workers with no qualifications or experience will commence at this level.	
	1.2	A Grade 1 employee with more than 1 year of relevant experience	
	1.3	A Grade 1 employee with more than 2 years of relevant experience	

GATEWAYS GRADE 2	
<b>Characteristics of the Grade</b>	<ul style="list-style-type: none"> <li>• A person employed as a Residential Support Worker or Therapeutic Residential Support Worker Grade 2 works under close direction and undertakes routine activities which require the practical application of basic skills and techniques. They may include initial recruits who may have limited relevant experience.</li> <li>• General features of work in this level consist of performing clearly defined activities with outcomes being readily attainable. Employees' duties at this level will be closely monitored with instruction and assistance being readily available.</li> <li>• Freedom to act is limited by standards and procedures. However, with experience, employees at this Grade may have sufficient freedom to exercise judgment in the planning of their own work within those confines.</li> <li>• Positions at this Grade will involve employees in extensive on-the-job training including familiarisation with the goals and objectives of the workplace.</li> <li>• Employees will be responsible for the time management of their work and required to use basic numeracy, written and verbal communication skills, and where relevant, skills required to assist with personal care and lifestyle support.</li> <li>• Supervision of other staff or volunteers is not a feature at this Grade. However, an experienced employee may have technical oversight of a minor work activity.</li> <li>• At this Grade, Gateways is expected to offer substantial internal and/or external training.</li> </ul>
<b>Responsibilities</b>	<p>A position at this Grade may include some of the following:</p> <ul style="list-style-type: none"> <li>• Participant contact and interaction including attending to their personal care or undertaking generic domestic duties under direct or routine supervision and either individually or as part of a team as part of the delivery of disability services;</li> <li>• Preparation of the full range of domestic duties including cleaning and food service, assistance to participants in carrying out personal care tasks under general supervision either individually or as part of a team as part of the delivery of disability services</li> <li>• Complete administrative work including maintaining client records and household accounts.</li> <li>• Work within established practices and procedures.</li> </ul>
<b>Skills, knowledge and experience</b>	<p>Some or all of the following are required to perform the role at this level:</p> <ul style="list-style-type: none"> <li>• Developing knowledge of the workplace function and operation.</li> <li>• Basic knowledge of administrative practices and procedures relevant to the workplace.</li> <li>• A developing knowledge of work practices and policies of the relevant work area.</li> </ul>

	<ul style="list-style-type: none"> <li>• Basic numeracy, written and verbal communication skills relevant to the work area.</li> <li>• At this Grade employers are required to offer substantial on-the-job training.</li> </ul>		
<b>Organisational Relationships</b>	Works under direct supervision		
<b>Extent of Authority</b>	<ul style="list-style-type: none"> <li>• Work outcomes are clearly monitored.</li> <li>• Freedom to act is limited by standards and procedures.</li> <li>• Solutions to problems are found in established procedures and instructions with assistance readily available.</li> <li>• Project completion according to instructions and established procedures</li> <li>• No scope for interpretation.</li> </ul>		
<b>Qualifications and Experience</b>		<b>Residential Support Workers</b>	<b>Therapeutic Residential Support Workers</b>
	<b>2.1</b>	Level 2 First Aid qualification (HLTAID011)  CPR qualifications (HLTAID009)  AND  Certificate II in Community Services  Or  No qualifications, but more than 3 years' experience.	Level 2 First Aid qualification (HLTAID011)  CPR qualifications (HLTAID009)  No qualifications.  Requirement to enrol in a Certificate IV Child, Youth and Family Intervention including any additional mandatory units of competency and complete these studies within 12 months of commencement or as otherwise required by the Department of Health and Human Services.
	<b>2.2</b>	A Grade 2 employee with more than 1 year of relevant experience	A Grade 2 employee with more than 1 year of relevant experience
	<b>2.3</b>	A Grade 2 employee with more than 2 years of relevant experience	A Grade 2 employee with more than 2 years of relevant experience
	<b>2.4</b>	A Grade 2 employee with more than 3 years of relevant experience	A Grade 2 employee with more than 3 years of relevant experience

GATEWAYS GRADE 3	
<b>Characteristics of the Grade</b>	<ul style="list-style-type: none"> <li>• A person employed as a Residential Support Worker Grade 3 will work under general guidance within clearly defined guidelines and undertake a range of activities requiring the application of acquired skills and knowledge.</li> <li>• General features at this Grade consist of performing functions which are defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practices and procedures. Assistance will be readily available. Employees may be responsible for a minor function and/or may contribute specific knowledge and/or specific skills to the work of the organisation. In addition, employees may be required to assist senior workers with specific projects.</li> <li>• Employees will be expected to understand work procedures relevant to their work area and may provide assistance to lower classified employees or volunteers concerning established procedures to meet the objectives of a minor function.</li> <li>• Employees will be responsible for managing time, planning and organising their own work and may be required to oversee and/or guide the work of a limited number of lower classified employees or volunteers. Employees at this Grade could be required to resolve minor work procedural issues in the relevant work area within established constraints.</li> </ul>
<b>Responsibilities</b>	<p>A position at this Grade may include some of the following:</p> <ul style="list-style-type: none"> <li>• Undertake a range of activities requiring the application of established work procedures and may exercise limited initiative and/or judgment within clearly established procedures and/or guidelines.</li> <li>• Achieve outcomes which are clearly defined.</li> <li>• Respond to enquiries.</li> <li>• Perform elementary tasks within a community service program requiring knowledge of established work practices and procedures relevant to the work area.</li> <li>• Provide administrative support requiring the exercise of sound judgment, initiative, confidentiality and sensitivity in the performance of work.</li> <li>• Perform tasks of a sensitive nature including the provision of more than routine information, the receiving and accounting for moneys and assistance to clients.</li> <li>• Implementing client skills and activities programmes under limited supervision either individually or as part of a team as part of the delivery of disability services.</li> <li>• Supervising or providing a wide range of personal care services to residents under limited supervision either individually or as part of a team as part of the delivery of disability services.</li> <li>• Assisting in the development or implementation of resident care plans or the planning, cooking or preparation of the full range of meals under limited supervision either individually or as part of a team as part of the</li> </ul>

	delivery of disability services.		
<b>Skills and knowledge</b>	Some or all of the following are required to perform the role at this level:		
	<ul style="list-style-type: none"> <li>• Basic skills in oral and written communication with clients and other members of the public.</li> <li>• Knowledge of established work practices and procedures relevant to the workplace.</li> <li>• Knowledge of policies relating to the workplace.</li> <li>• Application of techniques relevant to the workplace.</li> <li>• Developing knowledge of statutory requirements relevant to the workplace</li> </ul>		
<b>Organisational Relationships</b>	<ul style="list-style-type: none"> <li>• Works under general supervision except where this level of supervision is not required by the nature of the responsibilities being undertaken.</li> <li>• Provide limited guidance to a limited number of lower classified employees.</li> </ul>		
<b>Extent of Authority</b>	<ul style="list-style-type: none"> <li>• Work outcomes are monitored.</li> <li>• Have freedom to act within established guidelines.</li> <li>• Solutions to problems may require the exercise of limited judgment, with guidance to be found in procedures, precedents and guidelines.</li> <li>• Assistance will be available when problems occur.</li> </ul>		
<b>Qualifications and Experience</b>		<b>Residential Support Workers</b>	<b>Therapeutic Residential Support Workers</b>
	<b>3.1</b>	Level 2 First Aid qualification (HLTAID011)  CPR qualifications (HLTAID009)  AND  Certificate III in: <ul style="list-style-type: none"> <li>• Community Services</li> <li>• Individual Support (Disability focus)</li> <li>• Disability</li> </ul>	
	<b>3.2</b>	A Grade 3 employee with more than 1 year of relevant experience	
	<b>3.3</b>	A Grade 3 employee with more than 2 years of relevant experience	
	<b>3.4</b>	A Grade 3 employee with more than 3 years of relevant experience	

**GATEWAYS GRADE 4****Characteristics of the Grade**

- A person employed as a Residential Support Worker or Therapeutic Residential Support Worker Grade 4 will work under general guidance within clearly defined guidelines and undertake a range of activities requiring the application of acquired skills and knowledge.
- General features at this Grade consist of performing functions which are defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practices and procedures. Assistance will be readily available. Employees may be responsible for a minor function and/or may contribute specific knowledge and/or specific skills to the work of the organisation. In addition, employees may be required to assist senior workers with specific projects.
- Employees will be expected to understand work procedures relevant to their work area and may provide assistance to lower classified employees or volunteers concerning established procedures to meet the objectives of a minor function.
- Employees will be responsible for managing time, planning and organising their own work and may be required to oversee and/or guide the work of a limited number of lower classified employees or volunteers. Employees at this Grade could be required to resolve minor work procedural issues in the relevant work area within established constraints.

**Responsibilities**

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

- Undertake a range of activities requiring the application of established work procedures and may exercise limited initiative and/or judgment within clearly established procedures and/or guidelines.
- Achieve outcomes which are clearly defined.
- Respond to enquiries.
- Perform elementary tasks within a community service program requiring knowledge of established work practices and procedures relevant to the work area.
- Provide administrative support requiring the exercise of sound judgment, initiative, confidentiality and sensitivity in the performance of work.
- Perform tasks of a sensitive nature including the provision of more than routine information, the receiving and accounting for moneys and assistance to clients.
- Implementing client skills and activities programmes under limited supervision either individually or as part of a team as part of the delivery of disability services.
- Supervising or providing a wide range of personal care services to residents under limited supervision either individually or as part of a team as part of the delivery of disability services.



	<ul style="list-style-type: none"> <li>Assisting in the development or implementation of resident care plans or the planning, cooking or preparation of the full range of meals under limited supervision either individually or as part of a team as part of the delivery of disability services.</li> </ul>		
<b>Skills and knowledge</b>	<p>Some or all of the following are required to perform the role at this level:</p> <ul style="list-style-type: none"> <li>Basic skills in oral and written communication with clients and other members of the public.</li> <li>Knowledge of established work practices and procedures relevant to the workplace.</li> <li>Knowledge of policies relating to the workplace.</li> <li>Application of techniques relevant to the workplace.</li> <li>Developing knowledge of statutory requirements relevant to the workplace</li> </ul>		
<b>Organisational Relationships</b>	<ul style="list-style-type: none"> <li>Works under general supervision except where this level of supervision is not required by the nature of the responsibilities being undertaken.</li> </ul>		
<b>Extent of Authority</b>	<ul style="list-style-type: none"> <li>Work outcomes are monitored.</li> <li>Have freedom to act within established guidelines.</li> <li>Solutions to problems may require the exercise of limited judgment, with guidance to be found in procedures, precedents and guidelines.</li> <li>Assistance will be available when problems occur.</li> </ul>		
<b>Qualifications and experience</b>		<b>Residential Support Workers</b>	<b>Therapeutic Residential Support Workers</b>
	<b>4.1</b>	Level 2 First Aid qualification (HLTAID011)  CPR qualifications (HLTAID009)  AND  Certificate IV in: <ul style="list-style-type: none"> <li>Disability</li> <li>Community Services</li> <li>Child Youth and Family Intervention</li> <li>Diploma of Community Services</li> </ul>	Level 2 First Aid qualification (HLTAID011)  CPR qualifications (HLTAID009)  AND  Certificate IV in Child & Youth Intervention.  OR  Relevant qualification with additional mandatory units of competency.
	<b>4.2</b>	A Grade 4 employee with more than 1 years of relevant experience	A Grade 4 employee with more than 1 years of relevant experience

	<b>4.3</b>	A Grade 4 employee with more than 2 years of relevant experience	A Grade 4 employee with more than 2 years of relevant experience
	<b>4.4</b>	A Grade 4 employee with more than 3 years of relevant experience	A Grade 4 employee with more than 3 years of relevant experience

GATEWAYS GRADE 5	
<b>Characteristics of the Grade</b>	<ul style="list-style-type: none"> <li>• Employees employed as Team Leaders will work under general direction from senior employees.</li> <li>• Employees undertake a range of functions that require the application of a high level of knowledge and skills to achieve results in line with the organisations goals.</li> <li>• Employees adhere to established work practices. However, they may be required to exercise initiative and judgment where practices and direction are not clearly defined.</li> <li>• General features at this Grade indicate involvement in establishing service specific programs and procedures. Positions will include a range of work functions and may involve supervision.</li> <li>• Employees at this Grade will be required to provide expert advice to employees classified at a lower Grade.</li> <li>• Positions at this Grade demand the application of knowledge which is gained through qualifications and/or previous experience. In addition, employees will be required to set priorities and monitor work flows in their area of responsibility.</li> <li>• Employees are required to set priorities, plan and organise their own work and that of lower classified staff and/or volunteers and establish the most appropriate operational methods for the organisation. In addition, interpersonal skills are required to gain the co-operation of clients and staff.</li> </ul>
<b>Responsibilities</b>	<p>To contribute to the operational objectives of the work area, a position at this level may include some of the following:</p> <ul style="list-style-type: none"> <li>• Responsibility for a range of functions within the organisation requiring a high level of knowledge and skills.</li> <li>• Undertake responsibility for a moderately complex project, including planning, co-ordination, implementation and administration.</li> <li>• Undertake a minor phase of a broader or more complex professional assignment.</li> <li>• Manage household budgets.</li> <li>• Set priorities and monitor workflow in the area of responsibility.</li> <li>• Provide expert advice to employees classified at lower levels and/or volunteers.</li> <li>• Exercise judgment and initiative where procedures are not clearly defined.</li> <li>• Undertake duties that require knowledge of procedures, guidelines and/or statutory requirements relevant to the organisation.</li> <li>• Develop, plan and supervise the implementation of educational and/or developmental programs for clients.</li> </ul>
<b>Skills and Knowledge</b>	<p>Some or all of the following are required to perform at this Grade:</p> <ul style="list-style-type: none"> <li>• Knowledge of organisational programs, policies and activities.</li> <li>• Sound discipline knowledge gained through experience.</li> </ul>

	<ul style="list-style-type: none"> <li>• Knowledge of the role of the organisation, its structure and services.</li> </ul>
<b>Qualifications</b>	<p>Team Leaders are required to have one or more of the below:</p> <ul style="list-style-type: none"> <li>• Relevant degree with relevant experience</li> <li>• Associate diploma with substantial experience</li> <li>• Less formal qualifications with specialised skills sufficient to perform at this Grade</li> </ul>
<b>Organisational relationships</b>	<ul style="list-style-type: none"> <li>• Work under general direction.</li> <li>• Supervise other employees and/or volunteers.</li> </ul>
<b>Extent of Authority</b>	<ul style="list-style-type: none"> <li>• Exercise a degree of autonomy.</li> <li>• Set outcomes for lower classified staff.</li> <li>• Establish priorities and monitor workflow in areas of responsibility.</li> <li>• Solutions to problems can generally be found in documented techniques, precedents and guidelines or instructions.</li> <li>• Assistance is available when required.</li> </ul>
<b>Qualifications and experience</b>	<b>Team Leaders</b>
	<b>5.1</b> <p>Level 2 First Aid qualification (HLTAID011)</p> <p>CPR qualifications (HLTAID009)</p> <p>Team Leaders are required to have one or more of the below:</p> <ul style="list-style-type: none"> <li>• Degree in Disability or Community Services and relevant experience</li> <li>• Certificate IV in Community Services (Disability), Protective Care, or Youth Work or equivalent</li> <li>• Less formal qualifications with specialised skills to perform at this Grade.</li> </ul>
	<b>5.2</b> <p>A Grade 5 employee with more than 1 years of relevant experience</p>
	<b>5.3</b> <p>A Grade 5 employee with more than 2 years of relevant experience</p>