

MULTICULTURAL COMMUNITY SERVICES  
GEELONG INC  
(Trading as CULTURA)

SOCIAL, COMMUNITY AND HOME SERVICES  
ENTERPRISE AGREEMENT

2024 - 2026

1. ARRANGEMENT

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## **2. NAME OF THE AGREEMENT**

The Agreement shall be known as the *Multicultural Community Services Geelong Inc, Social, Community and Home Services Enterprise Agreement 2024 – 2026*.

## **3. COVERAGE**

- a. This Agreement shall cover:
  - (i) Multicultural Community Services Geelong Inc – Trading as Cultura - ('**the Employer**') (ABN 71 355 229 834);
  - (ii) Employees employed by the Employer in the classifications set out in Schedules of the Social, Community, Home Care and Disability Services Award.
- b. This Agreement is made under section 172 of the Act. The employer will take the necessary steps to seek approval of this Agreement under section 186 of the Fair Work Act 2009 (Cth).
- c. The employer will formally advise the ASU when the Agreement is made in order for the ASU to apply under section 183 of the Fair Work Act 2009 to be covered by the Agreement.
- d. It is the intention of this Agreement that the ASU will be covered by this Agreement.

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

- a. This Agreement shall commence operation from the 7th day after the agreement is approved by the FWC and shall remain in force until 31 December 2026 and thereafter in accordance with the Fair Work Act 2009.
- b. The parties agree that discussions shall commence for a new Agreement no later than six months prior to the expiry date of the Agreement.

## **5. POSTING OF THE AGREEMENT**

A copy of this Agreement shall be displayed in a conspicuous and convenient place at the workplace so as to be easily read by all employees.

## **6. SCOPE OF THE AGREEMENT AND RELATIONSHIP TO THE NATIONAL EMPLOYMENT STANDARDS AND AWARD**

- a. Entitlements in accordance with the NES are provided for under the Act. Where this Agreement also has provisions regarding matters dealt with under the NES and the provisions in the NES are more favourable to an Employee in a particular respect than those provisions, then the NES will prevail in that respect and the provisions dealing with that matter in this Agreement will have no effect in respect of that Employee. The provisions in this Agreement otherwise apply.
- b. Where this Agreement is silent on provisions contained in the Award, those provisions will apply to the Employee. The provisions in this Agreement will otherwise apply.

## **7. DEFINITIONS**

For the purposes of this Agreement:

- a. Act means the *Fair Work Act 2009* as amended from time to time.
- b. ASU means the Australian Services Union.
- c. Award means the Social, Community, Home Care and Disability Services Award 2010 [MA0001000].
- d. FWC means the Fair Work Commission.
- e. Employer means Multicultural Community Services Geelong Inc (trading as Cultura).
- f. NES means the National Employment Standards under Part 2-2 of the Act.
- g. Service and Continuous Service are defined by section 22 of the Act.
- h. Immediate family of an employee means:
  - (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
  - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.
  - (iii) *spouse* includes a former spouse.
- i. De facto partner of an employee:
  - (i) means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
  - (ii) includes a former de facto partner of the employee.
- j. Union means the ASU.
- k. Ordinary Pay means the rate of pay payable to the employee for their ordinary hours of work, but does not include any loadings, penalties, allowances or overtime unless otherwise stated in this Agreement.
- l. The standard rate means the minimum weekly wage for a Level 3 at pay point 3 in Appendix 1.

## **8. CONSULTATION REGARDING CHANGE**

- a. This term applies if the Employer is considering introducing a major change to production, program, organisation, structure, or technology in relation to its enterprise; and the change is likely to have a significant effect on employees of the Employer.
- b. The Employer must consult the employees to whom the Agreement applies about:
  - (i) a major workplace change that is likely to have a significant effect on the employees; or
  - (ii) a change to their regular roster or ordinary hours of work.
- c. The relevant employees may appoint a representative, which may be a representative from the ASU for the purposes of the procedures in this term.
- d. If:
  - (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (ii) the employee or employees advise the Employer of the identity of the representative;
 the Employer must recognise the representative.
- e. As soon as practicable after making its decision, the Employer must:
  - (i) discuss with the relevant employees:

- (1) the introduction of the change; and
  - (2) the effect the change is likely to have on the employees; and
  - (3) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (ii) for the purposes of the discussion — provide, in writing, to the relevant employees:
  - (1) all relevant information about the proposal including the nature of the change proposed; and
  - (2) information about the expected effects of the change on the employees; and
  - (3) any other matters likely to affect the employees.
- f. However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- g. The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees and provide an opportunity to provide input that may influence the decision.
- h. If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in subclauses (b), (c) and (e) are taken not to apply.
- i. In this term, a major change is likely to have a significant effect on employees if it results in the termination of the employment of employees; or major change to the composition, operation or size of the employer’s workforce or to the skills required of employees; or the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or the alteration of hours of work; or the need to retrain employees; or the need to relocate employees to another workplace; or the restructuring of jobs.
- j. In this term, relevant employees means the employees who may be affected by the major change.

## **9. DISPUTE RESOLUTION PROCEDURE**

- a. In the event of a dispute in relation to a matter arising under this Agreement or the NES, in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor and, if the dispute remains unresolved, by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- b. A party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute.
- c. If a dispute in relation to a matter arising under the Agreement is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the FWC for resolution by conciliation and, where the matter in dispute remains unresolved, arbitration.
- d. While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform
- e. If arbitration is necessary FWC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.

- f. For the avoidance of doubt, employee grievances, flexible working arrangement and extending periods of unpaid parental leave are included in the matters to be dealt with in accordance with the dispute resolution procedure of the Agreement.

## **10. WAGES**

- a. Wages will be determined as set out in [Appendix 1 and 2](#).
- b. Should the Modern Award rates, as determined by the Fair Work Commission periodically, exceed those advertised in [Appendix 1](#) to [3](#), they will be automatically applied.

## **11. PAYMENT OF WAGES**

- a. Employees shall be paid fortnightly salaries as set out hereunder corresponding to that employee's classification in accordance with [Appendix 1 and 2](#).
- b. Payment of salaries
  - (i) Wages must be paid fortnightly unless otherwise mutually agreed up to a monthly maximum period.
  - (ii) Employees will be paid by electronic funds transfer into the bank or financial institution account nominated by the employee.
  - (iii) When notice of termination of employment has been given by an employee or an employee's services have been terminated by the employer, payment of all wages and other monies owing to an employee will be made to the employee no later than 7 days after the employee's employment terminates.

## **12. SUPERANNUATION**

- a. The subject of superannuation is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth). This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- b. "The Fund" for the purpose of this Agreement shall mean:
  - (i) Health Employees Superannuation Trust of Australia ('HESTA') established and governed by a trust deed 23 July 1987, as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto;
  - (ii) The Employee's 'stapled' fund; or
  - (iii) Any other complying fund.
- c. Upon commencement of employment, the Employer shall provide each employee with a membership form for their preferred fund and shall forward the completed membership forms for the worker's choice of fund within 28 days. In the event that the employee had not completed an application form within 28 days, the Employer shall forward contributions and employee details to HESTA ('Default Fund') or shall forward contributions as otherwise required by applicable legislation. The Default Fund offers a MySuper product.
- d. In addition to the Employer's statutory contributions to the Fund, an employee may make additional contribution from their salary, and on receiving written authorisation from the employee, the Employer must commence making contributions to the Fund in accordance with the Superannuation Guarantee Charge Act 1992 (Cth).

- e. Superannuation fund payments will be made in accordance with trust fund deeds.
- f. Where an Employee salary packages their wages in accordance with this Agreement, superannuation shall be paid on the pre-packaged wages.

### **13. HOURS OF WORK**

- a. Hours for an Ordinary Week's Work
  - (i) The hours for an ordinary week's work shall be 38, or be an average 38 per week in a fortnight or in a four-week period and shall be worked either:
    - (1) in a week of five days in shifts of not more than eight hours each; or
    - (2) in 76 hours per fortnight to be worked as not more than 10 days of not more than eight hours each; or
    - (3) in 152 hours per four-week period to be worked as nineteen shifts each of eight hours.
- b. Employees, other than a casual Employee, will be free from duty for not less than two full days in each week or four full days in each fortnight or eight full days in each 28-day cycle, or any other arrangement by mutual agreement. Where practicable, days off will be consecutive.
- c. The ordinary hours of work will be between 6:00am and 8:00pm.

### **14. FULL-TIME EMPLOYMENT**

A full-time employee is one who is employed and who is ready, willing and available to work a full week of 38 hours per week, or an average of 38 hours per week.

### **15. PART-TIME EMPLOYMENT**

- a. A part-time employee is one who is employed and who is ready, willing and available to work on a regular basis any number of hours up to but less than an average of 38 hours in any one week and has reasonably predictable hours of work.
- b. The provisions of this Agreement shall apply on a pro rata basis on the basis that the ordinary weekly hours of work for full-time employees are 38.
- c. Prior to commencement of employment, the Employer and Employee will agree in writing:
  - (i) a regular pattern of work including the number of ordinary hours to be worked each week (the guaranteed hours), and
  - (ii) the days of the week the Employee will work and the starting and finishing times.
- d. The agreed regular pattern of work does not necessarily have to provide for the same guaranteed hours each week.
- e. The agreement made pursuant to clause 15(c)(i) may subsequently be varied by agreement between the employer and employee in writing. Any such agreement may be ongoing or for a specified period of time.
- f. An employer must not require a part-time employee to work additional hours in excess of their guaranteed hours. However, an employee may agree to work hours that are additional to their guaranteed hours.
- g. Review of guaranteed hours

Where a part-time employee has regularly worked more than their guaranteed hours for at least 12 months, the employee may request in writing that the employer vary the agreement made

under clause 15(c)(i), or as subsequently varied under clause 15(f), to increase their guaranteed hours.

- (i) The employer must respond in writing to the employee's request within 21 days.
- (ii) The employer may refuse the request only on reasonable business grounds.
- (iii) Before refusing a request made under clause 15(h)(i), 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.
- (iv) If the employer and employee agree to vary the agreement made under clause 15(c)(i), the employer's written response must record the agreed variation.
- (v) If the employer and employee do not reach agreement, the employer's written response must set out the grounds on which the employer has refused the employee's request.
- (vi) Clause 15(h)(i) is intended to operate in conjunction with clause 15(e) and does not prevent an employee and employer from agreeing to vary the agreement made under clause 15(c)(i) in other circumstances.
- (vii) An employee cannot make a request for a review of their guaranteed hours when:
  - (1) The employee has refused a previous offer to increase their guaranteed hours in the last 6 months; or
  - (2) The employer refused a request from the employee to increase their guaranteed hours based on reasonable business grounds in the last 6 months.

## **16. CASUAL EMPLOYMENT**

- a. A casual employee is one who is engaged in relieving work or work of a casual nature and whose engagement is terminable by an Employer in accordance with the Employer's requirements without the requirement of prior notice by either party, but does not include an employee who could properly be classified as a full-time or part-time employee under this Agreement.
- b. A casual employee shall be paid per hour worked an amount equal to one 1/38th of the weekly salary appropriate to the class of work performed plus 25%.
- c. In addition, a casual employee shall be entitled to receive the allowances prescribed herein.
- d. Unless an allowance or payment is otherwise prescribed in this Agreement, the casual loading set out at clause 16(b) is in lieu of Annual Leave, paid Personal Leave, or any other paid leave entitlement set out in this Agreement or applicable legislation. Such leave provisions and the provisions regarding Termination of Employment and Redundancy, shall not apply in the case of a casual Employee.
- e. Casual Conversion
  - (i) An Employer will make an offer to a casual Employee to convert to full-time or part-time employment if:
    - (1) the Employee has been employed by the employer for a 12-month period; and
    - (2) during at least the last six months of that period, the Employee has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to work as a full-time Employee or a part-time Employee (as the case may be).
  - (ii) Notwithstanding 16(e)(i), the Employer is not required to make an offer of full-time or part-time employment to a casual Employee if there are reasonable grounds, such as funding restrictions, not to make the offer and the reasonable grounds are based on facts that are known, or reasonably foreseeable, at the time of deciding not to make the offer.
  - (iii) The nature and process to be undertaken in relation to an offer to a casual Employee of full-time or part-time employment and an Employee's residual right to request casual conversion, is set out in the NES.



**17. MINIMUM PAYMENT FOR PART-TIME AND CASUAL EMPLOYMENT**

- a. Part-time and casual employees will be paid for the following minimum number of hours, at the appropriate rate, for each shift or period of work in a broken shift:
  - (i) Social and community services employees – 3 hours
  - (ii) All other employees – 2 hours.

**18. SATURDAY AND SUNDAY WORK**

- a. All rostered time of ordinary duty performed by full-time and part-time employees, between midnight on Friday and midnight on Saturday, shall be paid for at the rate of time and a half and for ordinary hours, worked between midnight on Saturday and midnight on Sunday, at double time the ordinary rate of pay.
- b. Casual Employees will be paid the casual loading in clause [16\(b\)](#) in addition to the Saturday and Sunday rates at clause [18\(a\)](#):

**19. MEAL AND REST BREAKS**

- a. Employees working shifts greater than five hours, shall be granted an unpaid meal interval of no less than 30 minutes and no 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 their meal break and continuously thereafter, they will be paid overtime for time worked until the break is taken.
- c. Employees shall be entitled to one paid 10-minute rest interval for every per four hours worked at a mutual time which will be counted as time worked.

**20. OVERTIME**

- a. Full-time employees
  - (i) A full-time employee will be paid the following payments for all work done in addition to their rostered ordinary hours on any day and, in the case of day workers, for work done outside the span of hours under clause [13a,b & c](#):
  - (ii) disability services, home care and day care employees—for all authorised overtime on Monday to Saturday, payment will be made at the rate of time and a half for the first 2 hours and double time thereafter;
  - (iii) social and community services and crisis accommodation employees—for all authorised overtime on Monday to Saturday, payment will be made at the rate of time and a half for the first 3 hours and double time thereafter;
  - (iv) for all authorised overtime on a Sunday, payment will be made at the rate of double time;
  - (v) for all authorised overtime on a public holiday, payment will be made at the rate of double time and a half; and
  - (vi) overtime rates under this clause will be in substitution for, and not cumulative upon, the shift premiums prescribed in clause [21](#) Shiftwork, and Saturday and Sunday work premiums prescribed in clause [18](#)—Saturday and Sunday work.
- b. Part-time employees and casual employees
  - (i) All time worked by part-time or casual employees in excess of 38 hours per week or 76 hours per fortnight, will be paid for at the rate of time and a half for the first 2 hours and double time thereafter, except that on Sundays such overtime will be paid for at the rate of double

- time and on public holidays at the rate of double time and a half.
- (ii) All time worked by part-time or casual employees which exceeds 10 hours per day, will be paid at the rate of time and a half for the first 2 hours and double time thereafter, except on Sundays when overtime will be paid for at the rate of double time, and on public holidays at the rate of double time and a half.
  - (iii) Time worked up to the hours prescribed in clause 20(b)(ii) will, subject to clause 20(b)(i), not be regarded as overtime and will be paid for at the ordinary rate of pay (including the casual loading in the case of casual employees).
  - (iv) All time worked outside the span of hours by part-time and casual day workers will be paid for at the rate of time and a half for the first two hours and double time thereafter, except that on Sundays such overtime will be paid for at the rate of double time and on public holidays at the rate of double time and a half.
  - (v) Overtime rates payable under clause 20(b) will be in substitution for and not cumulative upon the shift premiums prescribed in clause [21\(b\)](#) and are not applicable to ordinary hours worked on a Saturday or Sunday.
- c. Time Off in Lieu of Overtime
- (i) An Employee may, with the consent of the Employer, be allowed to take time off, for a period of time equivalent to the particular amount of overtime that has been worked by the employee.
  - (ii) Where such accrued time has not been taken within the six-month period, such time shall be paid in accordance with this clause at the rate of pay which applied on the day the overtime was worked.
  - (iii) If, on termination of the Employee's employment, the Employee has not taken the time off accrued in lieu of overtime, the Employer must pay the Employee for the overtime at the rate applicable at the time the overtime was worked.
- d. For the purposes of this clause, in accruing or calculating payment of overtime, each period of overtime shall stand alone.
- e. Rest period after overtime
- (i) An employee, other than a casual, who works so much overtime between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift that they have not had at least 10 consecutive hours off duty between those times, will be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
  - (ii) If, on the instructions of the employer, such an employee resumes or continues work without having had 10 consecutive hours off duty, they will be paid at the rate of double time until they are released from duty for such rest period and they will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

## **21. SHIFTWORK**

- a. Where an employer wishes to engage an employee in shiftwork, the employer will advise the employee in writing, specifying the period over which the shift is ordinarily worked.
- (i) Afternoon shift means any shift which finishes after 8.00 pm and at or before 12 midnight Monday to Friday.
  - (ii) Night shift means any shift which finishes after 12 midnight or commences before 6.00 am Monday to Friday.
  - (iii) A public holiday shift means any time worked between midnight on the night prior to the public holiday and midnight of the public holiday.
- b. Shift allowances and penalty rates

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

## 22. PARENTAL LEAVE

- a. Employees are entitled to parental leave in accordance with the provisions of the Act, as amended from time to time.
- b. Permanent employees eligible for parental leave in accordance with [22\(a\)](#) shall be entitled to the following paid parental leave:
  - (i) Six weeks paid primary carer/ adoption leave and two weeks paid secondary carer leave shall be given to any permanent employee who qualifies for parental leave under the provisions of the Agreement.
  - (ii) Six weeks paid parental leave shall be offered to an employee in the event of a still birth post 20 weeks' gestation.
  - (iii) The amount of paid leave provided in this Agreement shall not be reduced in terms of its monetary value by the current entitlement to paid leave as set out in the Paid Parental Leave Act 2010.
  - (iv) All paid parental leave/partner leave will include superannuation payments.
- c. In accordance with the provisions of s.73 of the Act, an employee shall be entitled to work during the 6 week period before the estimated date of birth of the child, provided that, if requested, the employee shall provide a statement from their medical practitioner or midwife to the effect that continuing employment until the date of birth is not a risk to the employee or the unborn child.
- d. In addition, the employee may take all accrued annual leave prior to a return to work from parental and adoption leave and secondary carer leave.
- e. Right to request
  - (i) An employee entitled to parental leave pursuant to the provisions of [22](#) may request the employer to allow the employee:
    - (1) to extend the 52 weeks of unpaid parental leave by a further continuous period of leave not exceeding 12 months;
    - (2) to return from a period of parental leave on a part-time basis until the child reaches school age;
    - (3) to assist the employee in reconciling work and parental responsibilities.
  - (ii) The employer 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 of the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
  - (iii) Employee's request and the employer's decision to be in writing  
The employee's request and the employer's decision made under [22\(e\)\(i\)](#) and [22\(e\)\(ii\)](#) must be recorded in writing.
  - (iv) Request to return to work part-time  
Where an employee wishes to make a request under (e)(i)(3), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

## 23. ANNUAL LEAVE

- a. Annual leave is provided for in the NES. Full time employees will accrue 4 weeks equivalent annual leave per year and part time employees which accrue annual leave, pro-rata, as per ordinary time worked.

- b. Public holidays occurring during annual leave

If the period during which an employee takes paid annual leave includes a day or part day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid annual leave on that public holiday.

- c. Effect of termination on annual leave

If, when the employment of an employee ends, the employee has a period of untaken paid annual leave, the employer must pay the employee the amount that would have been payable to the employee had the employee taken that period of leave and shall include leave loading.

- d. Taking of leave

Where practicable, two weeks' notice of the date from which an employee shall commence his or her annual leave shall be given unless otherwise mutually agreed upon between the parties concerned.

Where practicable a response to the leave application should be given to the employee within two week's of the leave application being received.

- e. An employee with an accrued annual leave entitlement can apply for annual leave at any time and such request will not be unreasonably refused by the employer.

- f. Payment for leave

In addition to the ordinary pay, all employees shall receive a loading of 17.5% calculated on the prescribed rate of salary.

- g. Pay in lieu of an amount of annual leave

Upon receipt of a written request by an Employee, the Employer may authorise the Employee to receive pay in lieu of an amount of annual leave.

The maximum amount of accrued paid leave that may be cashed out in any period of 12 months is 2 weeks.

- (i) Paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and
- (ii) Superannuation guarantee contributions will be paid in relation to the amount of annual leave and annual leave loading for which payment is received in lieu.

- h. Excessive Annual Leave

Where an employee has accrued more than 8 weeks, or equivalent for part time employees, of their annual entitlement to annual leave (excessive leave accrual), the employee and employer may seek to genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual. If agreement is not reached, the employer may direct the employee in writing to take one or more periods of paid annual leave. Such a direction:

- (i) is of no effect if it would result in the remaining accrued entitlement to be less than 6 weeks; and
- (ii) must not require the employee to take paid annual leave of less than one week; and

- (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given;
  - (iv) must not be inconsistent with any leave arrangement agreed upon by the employee and employer.
- i. Leave taken in advance
- (i) The employer and the employee may agree in writing to the employee taking a period of annual leave before the employee has accrued an entitlement to the leave.
  - (ii) If, on termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not accrued.

## 24. PUBLIC HOLIDAYS

- a. An employee shall be entitled to holidays on the following days:
- (i) New Year's Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Christmas Day and Boxing Day; and
  - (ii) The following days, as prescribed in the relevant States and localities:
    - (1) Australia Day, Anzac Day, King's Birthday, AFL Grand Final Eve and Labour Day; and
    - (2) Either Geelong or Melbourne Cup Day, to be determined with the Employer prior to the dates on which either of these public holidays fall.
- b. All other employees, including casuals:
- Where in a State or locality, public holidays are declared or prescribed on days other than those set out in (a) above, those days shall constitute additional holidays for the purpose of this Agreement.
- c. Payment for work on Public Holidays:
- (i) An employee required to work on a public holiday will be paid at normal time plus time and a half of their ordinary rate of pay for all time worked.
  - (ii) Payments under this clause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday.
  - (iii) A casual employee will be paid the casual loading in clause [16\(b\)](#) in addition to the public holiday penalty rate in clause [24\(c\)\(i\)](#).
  - (iv) A casual employee will be paid 275% of the ordinary rate of pay for hours worked on public holidays (inclusive of the casual loading).
- d. Casuals will be advised by their Manager/Supervisor as to which day, either Melbourne Cup or Geelong Cup, is the designated public holiday in their team, which will be paid at the public holiday penalty rate.

## 25. PERSONAL/CARERS LEAVE

The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees.

- a. The term immediate family is defined at clause 7 of this agreement.
- b. Access to paid personal leave
- (i) Paid personal leave is available to an employee, when they are absent:
    - (1) due to personal illness or injury; or
    - (2) for the purposes of caring or supporting an immediate family or household member

who requires the employee's care or support because of a personal illness, or injury, of the member or who requires care or support due to an unexpected emergency.

- (ii) The amount of personal leave to which a full-time employee is entitled depends on how long they have worked for the employer and accrues as follows:

Amount of paid personal leave

- (1) A full time employee is entitled to ten days, calculated as 7.6 hours per day, for every completed year of service.
- (2) In respect of part-time employees, the entitlement shall be on a pro rata basis of time worked.

c. Accrual of Personal Leave

The balance of Personal Leave entitlements which have not been taken in any year, shall be cumulative from year to year.

d. Personal leave to care for an immediate family or household member

- (i) An employee is entitled to use, in accordance with this sub clause, any accrued paid personal leave each year to care for members of their immediate family or household who are ill or injured and require care or support or who require care or support due to an unexpected emergency, subject to the conditions set out in this clause. Leave may be taken for part of a single day. Each day or part of a day of personal leave taken in accordance with this clause is to be deducted from the amount of personal leave provided in this clause.
- (ii) Employees (including casuals) are also entitled to a period of up to two days unpaid carer's leave for each occasion. An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal/carer's leave.
- (iii) Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for or support members of their immediate family or household who are ill or injured and require care or support or who require care or support due to an unexpected emergency. The employer and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days (up to a maximum of 15.2 hours) per occasion, provided the evidentiary requirements are met.
- (iv) The entitlement to use personal leave is subject to the employee providing care or support to the person concerned.
- (v) The employee must, if required by the employer, establish by production of a medical certificate or statutory declaration or other evidence that would satisfy a reasonable person, the illness or injury of the person concerned and that the illness or injury is such as to require care or support by another. Provided that use of statutory declarations for the purpose of evidence of carer's leave shall only be accepted by the employer for absences of single days on no more than 3 occasions per year.

e. Notification of absence

The employee must, where practicable, give the employer:

- (i) notice prior to the absence of the intention to take leave,
- (ii) where taking leave to care for another person, the name of the person requiring care and their relationship to the employee,
- (iii) the reasons for taking such leave and
- (iv) the estimated length of absence.
- (v) If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone of such absence as soon as is reasonably practicable.

f. Evidence supporting claim

- (i) In the event of an employee becoming ill or injured and certified as such by:
  - (1) a registered health practitioner; or
  - (2) In the event of an employee becoming unfit for duty due to personal injury or sickness; or
  - (3) on production of statutory declaration not more than three occasions per year, each

occasion to be a one day  
the employee shall be entitled to be paid personal leave.

- (ii) Provided that any employee may be absent through sickness for one day without furnishing evidence of such sickness, on not more than three occasions in any one year of service.

g. Carers' leave for pre-natal or parenting classes

If an employee is required to attend pre-natal appointments or parenting classes and such appointments or classes are only available or can only be attended during the ordinary rostered shift of an employee, then on production of satisfactory attendance at such appointment or class, the employee may access their carers' leave under this Agreement. The employee must give the employer prior notice of the employee's intention to take such leave.

## 26. COMPASSIONATE LEAVE

a. An employee is entitled to 2 days of compassionate leave for each occasion (a permissible occasion) in the following circumstances:

- (i) when a member of the employee's immediate family, or a member of the employee's household contracts or develops a personal illness or injury that poses a serious threat to his or her life, or dies;
- (ii) where a baby in the employee's immediate family or household has a still birth or a stillborn baby;
- (iii) where the employee has a miscarriage, or their current or de-facto spouse has a miscarriage.

b. An employee may take compassionate leave for a particular permissible occasion if the leave is taken:

- (i) to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in subclause (a); or
- (ii) after the death of the member of the employee's immediate family or household referred to in subclause (a); or
- (iii) after the stillbirth of a baby, or a miscarriage by either the Employee or the Employee's spouse or de-facto partner, as referred to in sub-clause (a).

c. An employee may take compassionate leave for a particular permissible occasion:

- (i) as a single continuous 2 day period; or
- (ii) 2 separate periods of 1 day each; or
- (iii) any separate periods to which the employee and the employer agree.

d. If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

e. If, in accordance with this clause, an employee other than a casual employee takes a period of compassionate leave, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period. For casual employees, compassionate leave is unpaid leave.

f. If required by the employer, proof of such death or serious illness or injury shall be provided by the employee to the satisfaction of the Employer.

g. Unpaid compassionate leave

An employee may take unpaid compassionate leave by agreement with the employer.

## 27. LONG SERVICE LEAVE

### a. Entitlement

An employee shall have the following entitlement to long service leave:

- (i) On the completion by the employee of seven year's continuous service with the Employer will be entitled to take a proportion of long service leave calculated at the rate of 0.8667 weeks per year of service. The leave may be taken at a time mutually agreed between the Employer and the Employee.

### b. Relation to the Long Service Leave Act

- (i) In addition to Cl 27 a, c and d, provisions of LSL are provided for in the Victorian Long Service Leave Act 2018.

### c. Definitions

For the purposes of this Clause the following definitions apply:

- (i) "Pay" means remuneration for an employee's normal weekly hours of work calculated at the employee's ordinary time rate of pay provided in Appendix 1 and 2 hereof at the time the leave is taken or (if the employee dies before the completion of leave so taken) as at the time of his or her death; and shall include the amount of any increase to the employee's ordinary time rate of pay which occurred during the period of leave as from the date such increase operates
- (ii) "Week" shall mean 38 hours for a full-time employee or the average weekly hours worked for a part-time or casual staff member.

### d. Transition to Retirement

- (i) Notwithstanding the above, an Employee who is 60 years or older who plans to retire in the following 24 months, and who wishes to reduce their contracted hours, can apply to preserve their accrued long service leave hours at the number of hours currently worked for a period of not greater than 24 months.
- (ii) In the event the Employee decides not to retire within 24 months, all future long service leave taken or paid out beyond that 24 month period is paid at the number of hours being worked at the time leave is taken.

## 28. ACCIDENT PAY

Any reference to the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) (**WIRC Act**) in this clause shall be deemed to include a reference to the *Accident Compensation Act 1985* (Vic), as amended from time to time.

### a. Definitions

The words hereunder shall bear the respective definitions set out herein and apply for injuries sustained, and accepted, from the date of the agreement onwards as described in [4](#).

#### (i) Total Incapacity

In the case of an employee who is or deemed to be totally incapacitated within the meaning of the WIRC Act and arising from an injury covered by this clause means a weekly payment of an amount representing the difference between the total amount of compensation paid under the WIRC Act for the week in question and the total 38 hour weekly rate (paid fortnightly in line with the normal payroll processing) and weekly over Agreement payment for a day employee which would have been payable under this part for the employee's normal classification of work for the week in question if they had been performing their



normal duties provided that such latter rate shall exclude additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments.

(ii) Partial incapacity

In the case of an employee who is or deemed to be partially incapacitated within the meaning of the WIRC Act and arising from an injury covered by this clause means a weekly payment of an amount representing the difference between the total amount of compensation paid under the Act for the period in question together with the average weekly amount the employee is earning or is able to earn in some suitable employment or business (as determined expressly or by implication by the Accident Compensation Conciliation Service (as it is currently known) or as agreed between the parties) and the total 38 hour weekly rate and weekly over-agreement payment for a day employee which would have been payable under this part for the employee's normal classification of work for the week in question if he had been performing his normal duties provided that such latter rate shall exclude additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments.

(1) The total 38 hour weekly agreement rate and weekly over- agreement payment abovementioned shall be the same as that applying for a total incapacity provided that where an employee receives a weekly payment under this section and subsequently such payment is reduced pursuant to the Act such reduction will not increase the liability of the employer to increase the amount of accident pay in respect of that injury.

(2) For the purposes of the calculation of the total 38 hour weekly agreement rate and weekly over-agreement payment in a.(i) and a.(ii) payments made to an employee arising from a production incentive earnings scheme (whether arising from a payment by results, task or bonus scheme or however titled) shall not be taken into account.

(iii) Payment for part of a week

Where an employee receives accident pay and such pay is payable for incapacity for part of the week the amount shall be direct pro rata.

(iv) Injury shall be given the same meaning and application as applying under the WIRC Act, as amended from time to time and no injury shall result in the application of accident pay unless an entitlement exists under the Act.

b. Qualification for payment

Always subject to the terms of this clause, an employee covered by this part shall upon receiving payment of compensation and continuing to receive such payment in respect of a weekly incapacity within the meaning of the Act be paid accident pay by her/his employer who is liable to pay compensation under the Act, which said liability by the employer for accident pay may be discharged by another person on his behalf, provided that:

(i) Accident pay shall only be payable to an employee whilst such employee remains in the employment of the employer by whom they were employed at the time of the incapacity and then only for such period as they receive a weekly payment under the Act. Provided that if an employee on partial incapacity cannot obtain suitable employment from hers/his employer but such alternative employment is available with another employer than the relevant amount of accident pay shall be payable.

(1) Provided further that in the case of the termination of employment by an employer of an employee who is incapacitated and who except for such termination would be entitled to accident pay, accident pay shall continue to apply subject to the provisions of this clause except in those cases where the termination is due to serious and/or willful misconduct on the part of the employee.

(2) In order to qualify for the continuance of accident pay on termination an employee shall if required provide evidence to his/her employer of the continuing payment of weekly employees compensation payments.

c. Accident pay shall not apply to any incapacity occurring during the first two weeks of employment

unless such incapacity continues beyond the first two weeks and then subject to [28\(d\)](#) and to the maximum period of payment prescribed elsewhere herein, accident pay shall apply only to the period of incapacity after the first two weeks.

- d. Provided that as to industrial diseases contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration as provided in the Act such injuries or diseases shall not be subject to accident pay unless the employee has been employed with the employer at the time of the incapacity for a minimum period of one month.
- e. Accident pay shall not apply in respect of any injury during the first five normal working days of incapacity.
- f. Provided however that in the case of an employee who contracts an infectious disease in the course of duty and is entitled to receive workers compensation therefore shall receive accident pay from the first day of the incapacity.
- g. Maximum period of payment  
The maximum period or aggregate of periods of accident pay to be made by an employer shall be a total of 39 weeks for any one injury as defined in [28\(a\)\(iv\)](#)
- h. Absences on other paid leave  
An employee shall not be entitled to payment of accident pay in respect of any period of other paid leave of absence.
- i. Notice of injury  
An employee upon receiving an injury for which they claim to be entitled to receive accident pay shall give notice in writing of the said injury to their employer as soon as reasonably practicable after the occurrence thereof provided that such notice may be given by a representative of the employee.
- j. Medical examination
  - (i) In order to receive entitlement to accident pay an employee shall conform to the requirements of the Act as to medical examination.
  - (ii) Where in accordance with the Act a medical referee gives a certificate as to the condition of the employee and their fitness for work or specifies work for which the employee is fit and such work is made available by the employer and refused by the employee or the employee fails to commence the work, accident pay shall cease from the date of such refusal or failure to commence the work.
- k. Cessation of weekly payments  
Where there is a cessation or redemption of weekly compensation payments under the WIRC Act the employer's liability to pay accident pay shall cease as from the date of such cessation or redemption.
- l. Civil damage claims
  - (i) An employee receiving or who has received accident pay shall advise their employer of any action they may institute or any claim they may make for damages. Further the employee shall, if requested, provide an authority to the employer entitling the employer to a charge upon any money payable pursuant to any judgement or settlement on that injury.
  - (ii) Where an employee obtains a judgement or settlement for damages in respect of an injury for which they have received accident pay the employer's liability to pay accident pay shall cease from the date of such judgement or settlement provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident

pay made by the employer the employee shall pay to their employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.

- (iii) Where an employee obtains a judgement or settlement for damages against a person other than the employer in respect of an injury for which they have received accident pay the employer's liability to pay accident pay shall cease from the date of such judgement or settlement provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the employer the employee shall pay to their employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.

m. Insurance against liability

Nothing in this part shall require an employer to insure against their liability for accident pay.

n. Variations in compensation rates

Any changes in compensation rates under the WIRC Act shall not increase the amount of accident pay above the amount that would have been payable had the rates of compensation remained unchanged.

o. Death of an employee

All rights to accident pay shall cease on the death of an employee.

p. Commencement

This clause shall only apply in respect of incapacity arising from an injury occurring or recurring on or after August 1975.

## 29. DISCIPLINARY PROCEDURE

- a. Wherever appropriate, disciplinary action will only be taken after the performance, conduct or behaviour of an employee has been addressed with that employee.
- b. Where disciplinary action may be necessary, the management representative shall notify the employee of the reason(s) in writing and the employee will be given an opportunity to respond to these reasons. In the event that the employee's explanation is deemed by the management to be unsatisfactory, a first warning may be issued. This warning will be recorded on the employee's personnel file.
- c. If there are further performance or conduct issues, the employee will again be notified in writing of the matter and an explanation 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.
- d. In the event of further performance or conduct issues, the employee will again be notified in writing of the matter and an explanation requested. If appropriate, a final written warning will be issued to the employee and recorded on the employee's personnel file.
- e. In the event of further performance or conduct issues, then the employee may be terminated after the matters have been investigated and an explanation sought from the employee.
- f. Notwithstanding the above process, for serious matters pertaining to conduct or performance the Employer may also issue a "final warning" in the first instance. A "final warning" shall be such that the employee is notified that in the event that there are further performance or conduct issues the employee may be terminated. Further, summary dismissal of an employee may still occur for acts of "serious misconduct".

- g. During all steps in the Disciplinary Procedure, the employee has the right to representation of their choice. The employer may be represented by the representative of their choice
- h. Records relating to disciplinary procedures will be disregarded where a continuous period of 12 months elapses without further warning/s.
- i. This clause shall not apply:
  - (i) To casual employees;
  - (ii) until the Employee has completed a period of employment with the Employer of at least the minimum employment period as prescribed in the Act.
- j. An employee who seeks to appeal the outcome of a disciplinary process may use Cl. 9 to resolve their dispute.

**30. TERMINATION OF EMPLOYMENT**

- a. Notice of termination by the employer
  - (i) In order to terminate the employment of an employee, the employer shall give to the employee the following notice:

Period of continuous service	Period of notice
Less than 1 year	1 week
Less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years and over	4 weeks

- (ii) In addition to the notice in [30\(a\)\(i\)](#) hereof, employees over 45 years of age at the time of the giving of the notice with not less than two years' continuous service, shall be entitled to an additional week's notice.
  - (iii) Payment in lieu of the notice prescribed in [30\(a\)\(i\)](#) and/or [30\(a\)\(ii\)](#) hereof shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
  - (iv) The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:
    - (1) the employee's base rate of pay for the employee's ordinary hours of work in the period; and
    - (2) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
    - (3) any other amounts payable under the employee's contract of employment.
  - (v) The period of notice in this clause does not apply:
    - (1) in the case of dismissal for serious misconduct;
    - (2) to employees engaged for a specific period of time or for a specific task or tasks;
    - (3) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
    - (4) to casual employees.
  - (vi) For the purposes of this clause, continuous service shall be calculated in accordance with section 22 of the Act.
- b. Notice of termination by the employee

The notice of termination required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned.

c. Time off work during notice period

Where an employer has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

**31. VEHICLE ALLOWANCE**

- a. Where an employee is required and authorised by their employer to use their motor vehicle in the course of their duties, the employee is entitled to be reimbursed at the rate of \$0.97 per kilometre.
- b. When an employee is involved in travelling on duty, if the employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the employer on production of receipted account(s) or other evidence acceptable to the employer.
- c. Provided that the employee will not be entitled to reimbursement for expenses referred to in clause 31(b) which exceed the mode of transport, meals or the standard of accommodation agreed with the employer for these purposes.
- d. An employee required to stay away from home overnight will be reimbursed the cost of reasonable accommodation and meals. Reasonable proof of costs so incurred is to be provided to the employer by the employee.

**32. HIGHER DUTIES**

- a. A home care employee engaged in any duties carrying a higher wage rate than the classification in which they are ordinarily employed in any one day or shift will be paid at the higher wage rate as follows:
  - (i) for two hours or less—the time so worked; or
  - (ii) where the time so worked exceeds two hours—a full day or shift.
- b. All other employees who are called upon to perform the duties of another employee in a higher classification under this award for a period of five consecutive working days 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.

**33. REDUNDANCY**

- a. The following applies in circumstances where the employer has made a definite decision that the employer no longer wishes the job the employee has been doing done to be done by anyone and this is not due to the ordinary and customary turnover of labour.
- b. Transfer to lower paid duties
  - (i) Where an employee is transferred to lower paid duties for reasons set out in paragraph (a) the employee shall be entitled to the same period of notice of transfer as they would be entitled to if their employment had been terminated and the employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference

between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks' notice still owing.

(ii) Severance pay

In addition to the period of notice prescribed for termination, an employee whose employment is terminated for reasons set out in paragraph (a) shall be paid the following amount of severance pay in respect of a period of continuous service.

<b>Period of continuous service</b>	<b>Severance pay</b>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
At least 10 years	12 weeks

c. Definitions

"Week's pay" means the ordinary pay for the employee concerned.

d. Employee Leaving During Notice Period

An employee whose employment is terminated for reasons set out in paragraph [33\(a\)](#) may terminate their employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had they remained with the employer until the expiry of such notice. Provided in such circumstances the employee shall not be entitled to payment in lieu of notice.

e. Alternative Employment

Where the employer offers the employee acceptable alternative employment no severance payment is payable subject to an order of FWC.

f. Time off Period of Notice

(i) During the period of notice of termination given by the employer an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

(ii) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, produce proof of attendance at an interview or they shall not receive payment for the time absent.

(iii) For this purpose a statutory declaration will be sufficient.

g. This clause does not apply to employees with less than one year's continuous service.

- h. This clause shall not apply where employment has been terminated because the conduct of an employee justifies instant dismissal or in the case of casual employees, or employees engaged for a specific period of time or for a specified task or tasks.

#### **34. SALARY PACKAGING PROCEDURE**

- a. Employees may be able to make voluntary pre-tax contributions or payments through a written salary packaging agreement between the employer and the employee. The employer will pay the salary packaging amount in accordance with the salary packaging agreement.
- b. An employee may apply to have their ordinary time earnings reduced by an amount nominated by them as a salary packaging contribution for their benefit.
- c. The total value of the reduced salary and the agreed value of the benefits provided will not be less than the amount that would otherwise be paid if the salary packaging arrangement was not in place.
- d. The Employer recognises the need for employees to consider independent financial and taxation advice and recommend that employees consider such advice prior to entering into salary packaging arrangements.
- e. In the event that the law governing superannuation and/or taxation make the objective of this clause ineffective, unattainable or illegal, the employer will advise the employee concerned. The salary packaging contribution arrangement will be terminated or amended to comply with such laws.
- f. Unless otherwise agreed by the employer, an employee may revoke or vary their salary packaging contribution/payment by giving not less than one month's written notice, provided the terms of any other agreement relating to the salary packaging benefit are met.

#### **35. ON CALL ALLOWANCE/RECALL**

- a. An employee required by the employer to be on call (i.e. available for recall to duty at the employer's or client's premises and/or for remote work) will be paid an allowance of:
- b. 2.0% of the standard rate as defined in [Cl 7](#) and advertised in [Appendix 1](#) for any 24-hour period or part thereof during the period from the time of finishing ordinary duty on Monday to the time of finishing ordinary duty on Friday; or
- c. 3.96% of the standard rate in respect of any other 24-hour period or part thereof, or any public holiday or part thereof.
- d. An employee who is recalled to work overtime after leaving the workplace and requested by their employer to attend a workplace in order to perform such overtime work will be paid for a minimum of two hours' work at the appropriate rate for each time recalled. If the work required is completed in less than two hours the employee will be released from duty.

#### **36. REMOTE WORK**

- a. This clause applies where an employee is required by their employer to perform remote work.
- b. For the purpose of this clause, remote work means the performance of work by an employee at the direction of, or with the authorisation of, their employer that is:

- (i) not part of their ordinary hours of work or, in the case of casual employees, not a designated shift; and
  - (ii) not additional hours worked by a part-time employee under [20\(b\)\(i\)](#) or overtime contiguous with a rostered shift; and
  - (iii) not required to be performed at a designated workplace.
- c. Minimum payments for remote work
- (i) Where an employee performs remote work, they will be paid for the time spent performing remote work, with the following minimum payments applying:
    - (1) where the employee is on call between 6am and 10pm—a minimum payment of 15 minutes' pay;
    - (2) where the employee is on call between 10pm and 6am—a minimum payment of 30 minutes' pay;
    - (3) where the employee is not on call—a minimum payment of one hour's pay;
    - (4) where the remote work involves participating in staff meetings or staff training remotely—a minimum payment of one hour's pay.
  - (ii) Any time worked continuously beyond the minimum payment period outlined above will be rounded up to the nearest 15 minutes and paid accordingly.
  - (iii) Where multiple instances of remote work are performed on any day, separate minimum payments will be triggered for each instance of remote work performed, save that where multiple instances of remote work are performed within the applicable minimum payment period, only one minimum payment period is triggered.
- d. Rates of pay for remote work
- (i) Remote work will be paid at the employee's minimum hourly rate unless one of the following exceptions applies:
    - (1) Remote work performed outside the span of 6am to 10pm will be paid at the rate of 150% of the minimum hourly rate for the first two hours and 200% of the minimum hourly rate thereafter or, in the case of casual employees, at 175% of the minimum hourly rate for the first two hours and 225% of the minimum hourly rate thereafter;
    - (2) Remote work performed in excess of 38 hours per week or 76 hours per fortnight will be paid at the applicable overtime rate prescribed in clause [20](#);
    - (3) Remote work performed in excess of 10 hours per day will be paid at the rate of 150% of the minimum hourly rate for the first two hours and 200% of the minimum hourly rate thereafter or in the case of casual employees, 175% of the minimum hourly rate for the first 2 hours and 225% of the minimum hourly rate thereafter;
    - (4) Remote work performed on a Saturday will be paid at the rate of 150% of the minimum hourly rate or, in the case of casual employees, 175% of the minimum hourly rate;
    - (5) Remote work performed on a Sunday, it will be paid at the rate of 200% of the minimum hourly rate or, in the case of casual employees, 225% of the minimum hourly rate;
    - (6) Remote work performed on a public holiday will be paid at the rate of 250% of the minimum hourly rate or, in the case of casual employees, 275% of the minimum hourly rate.
  - (ii) The rates of pay in clause 36.d(i) are in substitution for and not cumulative upon the rates prescribed in clauses [18](#)—Saturday and Sunday work, [20\(1\)](#)—Overtime and penalty rates, [29](#)—Shiftwork and [34](#)—Public holidays.
- e. Other requirements
- An employee who performs remote work must maintain and provide to their employer a time sheet or other record acceptable to the employer specifying the time at which they commenced and concluded performing any remote work and a description of the work that was undertaken. Such records must be provided to the employer within a reasonable period of time after the remote work is performed.



- f. Miscellaneous provisions
  - (i) In this clause, the term 'minimum hourly rate' means the weekly rates prescribed by [Appendix 1](#) - Minimum wages for social and community services employees and [Appendix 2](#) - Minimum wages for home care employees (as applicable) divided by 38.
  - (ii) Where remote work is performed, the minimum payments at [17](#) do not apply.
  - (iii) The performance of remote work will not count as work or overtime for the purpose of the following clauses [20\(e\)](#)—rest period after overtime.

### **37. PAID EMERGENCY SERVICES LEAVE**

At the discretion of the employer, whose discretion will be exercised on the basis of operational requirements and what is reasonable in a particular circumstance, the employer will facilitate an employee who is a member of a voluntary emergency relief organization such as the, Country Fire Authority, Red Cross, St John Ambulance and the State Emergency Service to be released from normal duty without loss of pay (up to a maximum of three shifts per calendar year) to assist in regard to a critical incident where a local emergency situation arises that requires the attendance of the employee.

This is in addition to the Community Services Leave provided for by the NES.

### **38. BLOOD DONORS LEAVE**

- a. An employer will release full-time employees upon request on a maximum of two occasions per calendar year, without loss of pay, for the purpose of donating blood within a regularly scheduled day or shift at a nominated time where a mobile collection unit or donor collection centre is located within ten kilometres of the employee's place of work.
- b. Employees will give at least seven days' notice to the employer and such release will consider the staffing and workload needs of the employer.

### **39. VOLUNTEER LEAVE**

- a. A full-time or part-time employee can request a maximum of one occasion per year to undertake volunteer work in the community at a nominated time and with a reputable charity or community service organisation, without loss of pay.
- b. Employees will give at least two weeks' notice to the employer and such release will consider the staffing and workload needs of the area and relevant team.
- c. Approval by the relevant manager or supervisor must be received prior to committing to the charity organisation.
- d. Volunteer leave is available for each calendar year and does not accumulate.
- e. Volunteer leave will be paid at the employee's ordinary time and does not attract any penalties or allowances listed in this agreement.

### **40. FLEXIBILITY ARRANGEMENT**

- a. An employer and employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - (i) the agreement deals with one or more of the following matters:
    - (1) arrangements about when work is performed;
    - (2) overtime rates;

- (3) penalty rates;
    - (4) allowances;
    - (5) leave loading; and
  - (ii) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (i); and
  - (iii) The employer and the individual employee must have genuinely made the agreement without coercion or duress.
- b. The employer must ensure that the terms of the individual flexibility arrangement:
- (i) are about permitted matters under section 172 of the Act; and
  - (ii) are not unlawful terms under section 194 of the Act; and
  - (iii) result in the employee being better off overall than the employee would be if no arrangement was made.
- c. The employer must ensure that the individual flexibility arrangement:
- (i) is in writing; and
  - (ii) includes the name of the employer and employee; and
  - (iii) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - (iv) includes details of:
    - (1) the terms of the enterprise agreement that will be varied by the arrangement; and
    - (2) how the arrangement will vary the effect of the terms; and
    - (3) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (v) states the day on which the arrangement commences.
- d. The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- e. The employer or employee may terminate the agreement:
- (i) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (ii) at any time if the employer and employee agree in writing.

#### **41. REPRESENTATIVE LEAVE**

- a. Leave to attend ASU delegate training, courses or seminars shall be as follows:
- (i) To a maximum of 5 days per calendar year for the totality of all applications of paid trade union, union delegate training leave, attendance at union conferences, meetings and courses provided that:
    - (1) the scope, content and level of the courses are directed to the enhancement of the operation of the settlement of dispute/dispute settlement procedure/s;
    - (2) that a four week period of notice is provided to the employer;
    - (3) the approval of leave must have regard to the operational requirements of the employer;
    - (4) this leave shall be paid at the ordinary time rate of pay and can be taken in part days.
- b. Leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement.
- c. Leave requested for the purposes described in 41(a) beyond the allocation in 41a.(i) will require the employee to apply for annual leave, time in lieu, or as unpaid leave.
- d. Leave is non-cumulative at the conclusion of each calendar year.
- e. Leave will be paid at the employee's ordinary time and does not attract any penalties or allowances listed in this agreement. Costs associated will be borne by the employee.

## **42. FLEXIBLE WORKING ARRANGEMENTS**

- a. Employees are entitled to request flexible employment arrangements in accordance with the provisions of the NES.
- b. Employees who have worked for the Employer for at least 12 months can request flexible working arrangements if they:
  - (i) are the parent, or have responsibility for the care, of a child who is school aged or younger;
  - (ii) are a carer (under the Carer Recognition Act 2010 (Cth));
  - (iii) have a disability;
  - (iv) are 55 years of age or older;
  - (v) are experiencing family or domestic violence; or
  - (vi) provide care or support to a member of their household or immediate family who requires care and support because of family or domestic violence.
- c. The Employee is not entitled to make the request unless:
  - (i) for an Employee other than a casual employee – the Employee has completed at least 12 months of continuous service with the Employer immediately before making the request; and
  - (ii) for a casual Employee – the Employee:
    - has a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.
- d. The request must:
  - (i) be in writing; and
  - (ii) set out details of the change sought and of the reasons for the change.
- e. The Employer must give the Employee a written response to the request within 21 days, stating whether the Employer grants or refuses the request.

## **43. FAMILY VIOLENCE LEAVE**

- a. General Principle
  - (i) The Employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the Employer is committed to providing support to staff who experience family violence.
- b. Definition of Family Violence means violent, threatening or other abusive behaviour by a family member of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful.
- c. Family Member means:
  - (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
  - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or
  - (iii) a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.

Reference to a spouse or de facto partner in the definition of family member in this clause includes a former spouse or de facto partner.

- d. General Measures
  - (i) All personal information concerning family violence will be kept as confidential as possible

in line with the Employer's policy and relevant legislation. No information concerning the family violence will be kept on an employee's personnel file without their express written permission. Notwithstanding anything in this clause, nothing prevents the Employer from disclosing information provided by an Employee if the disclosure is required by Australian law or is required to protect the life, health or safety of the Employee or another person.

- (ii) The employer will develop policy guidelines to supplement this clause which include:
  - (1) The process for an employee experiencing family violence to report such occurrence, including who the relevant contact points are.
  - (2) The appropriate action to be taken in the event that an employee reports family violence;
  - (3) Measures of individual support from the Employer available to an employee experiencing family violence;
  - (4) Referral to the Employee Assistance Program (EAP);
  - (5) The provision of a family violence resource pack;

e. Leave

- (i) A full time or part time employee experiencing family violence will have access to 10 days per calendar year (non-cumulative) of paid special leave for medical appointments, legal proceedings and other activities related to family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days.
- (ii) Casual employees will be entitled to ten days of unpaid Family Violence Leave.

f. Notice and Evidence Requirements

- (i) Proof of family violence may be required and can be in the form of a document issued by the Police Service, a Court, a Doctor, District Nurse, Maternal Health Care Nurse and a Family Violence Support Service or Lawyer.
- (ii) An employee must give the Employer notice of the taking of leave under this clause.
- (iii) The notice:
  - (1) must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
  - (2) must advise the Employer of the period, or expected period, of the leave.

#### **44. ABORIGINAL OR TORRES STRAIT ISLANDER CEREMONIAL LEAVE**

An employee who is required by Aboriginal or Torres Strait Island (or First Nations) tradition to be absent from work for ceremonial purposes will be entitled to up to 10 working days unpaid leave in any calendar year (non-cumulative), with the approval of the employer.

#### **45. PURCHASED LEAVE**

- a. Purchased Leave provides a condition whereby an employee can make an application to 'purchase' either one (1) or two (2) weeks of additional leave in addition to their normal four (4) weeks paid annual leave. The employee's annual salary is reduced by the amount of additional weeks purchased and a new, reduced, fortnightly rate calculated to then be paid for the full 52 weeks of the year.
- b. The employee purchasing additional week's annual leave will receive an annual salary derived by multiplying their ordinary rate of pay by 50 or 51 depending on the application and dividing this figure by 52. This additional leave will not attract annual leave loading.
- c. Applications can be made at a designated time each year, which will be advertised to all employees, and are not available as an ad-hoc application.
- d. The Purchased Leave arrangement will not be imposed on any staff member and will only occur at

the employee's initiative within operational requirements.

- e. The Employer will only approve an application if there are no adverse effects on the business, operational requirements are not compromised and no additional costs are incurred. Factors, such as personal needs, will be taken into consideration and assessed on a case by case basis.
- f. Applications for Purchased Leave will be considered where the relevant department is able to maintain service levels to clients and to ensure replacements are available to cover the workload. An application will not be supported which would severely impact on the operations of the department or area.
- g. Approval for purchased leave will be given for a twelve (12) month period only and a further purchased leave applications can be made annually. Renewal will not be automatic and the operational needs of the department will be reconsidered. If purchased leave, from a previous application, has not been used, or if the employee has an excess annual leave balance, further applications will not be considered.
- h. A participant in the Purchased Leave arrangement may revert to standard conditions after twelve (12) months from the date of transfer to this scheme. Changed personal circumstances when put in writing in an application to terminate the arrangement will be considered, but the employer is not obliged to meet the request.
- i. Purchased leave accrued can only be taken at a time agreed on with the Manager and should be taken during the period of the arrangement in blocks of at least one (1) full week.
- j. Salary increases through the Enterprise Agreement, performance reviews or position change during the period will be applied to the Purchased Leave rate of pay.
- k. Any annual leave, sick leave and public holidays during the period will be at the Purchased Leave rate of pay.
- l. Annual leave loading will be paid at the Purchased Leave rate of pay, to the four week's annual leave that attracts annual leave loading.
- m. Where overtime is worked during this period, it will be paid at the purchased leave rate of pay plus penalties.
- n. Where employees are holding, and entitled to use, long service leave, they will not be eligible to apply for purchased leave until such time as their long service leave entitlements are exhausted.
- o. For superannuation purposes, employees will have their employer paid contributions paid at the Purchased Leave rate. This reduction is effective immediately upon commencement of the Purchased Leave arrangement and returns to the pre-purchase leave rate immediately upon reversion or conclusion of the purchased leave approval.
- p. Employees considering applying should advise their manager and have a discussion at the earliest convenience that includes the time required, dates and the feasibility.
- q. Employees wishing to apply for Purchased Leave do so via the Purchased Leave Application Form and Purchased Leave Procedure at least two (2) months prior to wishing to commence the arrangement.
- r. Required approvals are the relevant General Manager and Manager Human Resources.

APPENDIX 1-WAGE RATE SCHEDULE- Social and Community Services Employees

Social and Community Services	Current Rate of Pay (from FFPPOA 1 July 2023)	Hourly - \$	Casual – Base Rate + 25%	FFPPOA 1/7/24* (+ 3.25%)	FFPPOA 1/7/25 (+3.25%)	FFPPOA 1/7/26 (+3.25%)
<b>Social &amp; Community Level 1</b>						
Pay Point 1	930.70	24.49	30.63	25.29	26.11	26.96
Pay Point 2	960.70	25.28	31.61	26.10	26.95	27.83
Pay Point 3	995.00	26.18	32.73	27.03	27.91	28.82
<b>Social &amp; Community Level 2</b>						
Pay Point 1	1223.85	32.21	40.27	33.26	34.34	35.45
Pay Point 2	1262.23	33.22	41.52	34.30	35.41	36.57
Pay Point 3	1300.60	34.23	42.78	35.34	36.49	37.68
Pay Point 4	1335.29	35.14	43.92	36.28	37.46	38.68
<b>Social &amp; Community Level 3</b>						
Pay Point 1	1367.86	36.00	45.00	37.17	38.38	39.63
Pay Point 2	1407.17	37.03	46.29	38.23	39.48	40.76
Pay Point 3	1437.28	37.82	47.28	39.05	40.32	41.63
Pay Point 4	1466.77	38.60	48.25	39.85	41.15	42.49
<b>Social &amp; Community Level 4</b>						
Pay Point 1	1577.80	41.52	51.90	42.87	44.26	45.70
Pay Point 2	1618.98	42.60	53.26	43.98	45.41	46.89
Pay Point 3	1660.56	43.70	54.63	45.12	46.59	48.10
Pay Point 4	1697.65	44.68	55.85	46.13	47.63	49.17
<b>Social &amp; Community Level 5</b>						
Pay Point 1	1804.98	47.50	59.38	49.04	50.64	52.28
Pay Point 2	1843.75	48.52	60.65	50.10	51.73	53.41
Pay Point 3	1886.76	49.65	62.06	51.26	52.93	54.64
<b>Social &amp; Community Level 6</b>						
Pay Point 1	1972.04	51.90	64.87	53.59	55.33	57.13
Pay Point 2	2015.44	53.04	66.31	54.76	56.54	58.38
Pay Point 3	2059.12	54.19	67.74	55.95	57.77	59.64
<b>Social &amp; Community Level 7</b>						
Pay Point 1	2132.84	56.13	70.17	57.95	59.84	61.78
Pay Point 2	2177.57	57.30	71.63	59.16	61.09	63.07
Pay Point 3	2221.87	58.47	73.10	60.37	62.33	64.36
<b>Social &amp; Community Level 8</b>						
Pay Point 1	2314.06	60.90	76.12	62.88	64.92	67.03
Pay Point 2	2359.44	62.09	77.61	64.11	66.19	68.34
Pay Point 3	2405.12	63.29	79.13	65.35	67.47	69.67

\*Hourly rate for ongoing staff. Casual rate will have 25% casual loading applied.

APPENDIX 2-WAGE RATE SCHEDULE- Home Care Employees

Home Care & Aged Care Employees	Current Rate of Pay (from FFPPOA 1 July 2023 Weekly - \$	Hourly - \$	Casual – Base Rate + 25%	FFPPOA 1/7/24 (+ 3.25%)*	FFPPOA 1/7/25 (+3.25%)	FFPPOA 1/7/26 (+3.25%)
<b>Home Care Employees Level 1</b>						
Pay Point 1	921.70	24.26	30.32	25.05	25.86	26.70
<b>Home Care Employees Level 2</b>						
Pay Point 1	974.90	25.66	32.07	26.49	27.36	28.24
Pay Point 2	981.60	25.83	32.29	26.67	27.54	28.43
<b>Home Care Employees Level 3</b>						
Pay Point 1	995.00	26.18	32.73	27.03	27.91	28.82
Pay Point 2	1025.70	26.99	33.74	27.87	28.77	29.71
<b>Home Care Employees Level 4</b>						
Pay Point 1	1085.50	28.57	35.71	29.50	30.46	31.45
Pay Point 2	1107.20	29.14	36.42	30.09	31.06	32.07
<b>Home Care Employees Level 5</b>						
Pay Point 1	1163.90	30.63	38.29	31.63	32.65	33.71
Pay Point 2	1209.80	31.84	39.80	32.87	33.94	35.05
<b>Aged Care Employees Level 1</b>						
Pay Point 1	1059.90	27.89	34.87	28.80	29.73	30.70
<b>Aged Care Employees Level 2</b>						
Pay Point 1	1121.20	29.51	36.88	30.47	31.46	32.48
Pay Point 2	1128.80	29.71	37.13	30.68	31.67	32.70
<b>Aged Care Employees Level 3</b>						
Pay Point 1	1144.20	30.11	37.64	31.09	32.10	33.14
Pay Point 2	1179.50	31.04	38.80	32.05	33.09	34.17
<b>Aged Care Employees Level 4</b>						
Pay Point 1	1248.40	32.85	41.07	33.92	35.02	36.16
Pay Point 2	1273.30	33.51	41.88	34.60	35.72	36.88
<b>Aged Care Employees Level 5</b>						
Pay Point 1	1338.50	35.22	44.03	36.36	37.55	38.77
Pay Point 2	1391.20	36.61	45.76	37.80	39.03	40.30

\*Hourly rate for ongoing staff. Casual rate will have 25% casual loading applied.

APPENDIX 3 - ALLOWANCES TABLE

**Note:** Some allowances are calculated on a percentage of the standard rate. The standard rate means the minimum weekly wage for a Level 3 at pay point 3 in [Appendix 1](#) —Minimum weekly wages for social and community services employees and crisis accommodation employees, currently: \$1,140.70 (reduced rate – less the Equal Remuneration Order amount)

	Current Rate of Pay (from FFPPOA 1 July 2023)	FFPPOA 1/7/24 (+ 3.25%)	FFPPOA 1/7/25 (+3.25%)	FFPPOA 1/7/26 (+3.25%)
<b>Clothing &amp; Equipment</b>				
Per shift or part thereof on duty	\$1.23	\$1.27	\$1.31	\$1.35
Per week (whichever is the lesser)	\$6.24	\$6.44	\$6.65	\$6.87
Applicable for employees required by the employer to wear uniforms and not supplied.				
Per				
<b>Meal allowance</b>	\$15.20	\$15.69	\$16.20	\$16.73
For employees required to work more than one hour after the usual finishing hour and where overtime exceeds four hours.				
<b>First aid allowance</b>	\$19.05	\$19.67	\$20.31	\$20.97
Employee is required to hold a first aid certificate and to perform first aid at the workplace or a home care employee required to be responsible for the provision of first aid to employees.				
<b>Travelling and transport allowance (per km)</b>	\$0.97	\$1.00	\$1.03	\$1.07
Where an employee is required and authorised by their employer to use their own motor vehicle in the course of their duties				
<b>On-call allowance (week day)</b>	\$22.81	\$23.55	\$24.32	\$25.11
<b>On-call allowance (weekend or public holiday)</b>	\$45.17	\$46.64	\$48.15	\$49.72
Daily rate for employees required to be on call (eg to be contactable outside of normal working hours).				

\*Hourly rate for ongoing staff. Casual rate will have 25% casual loading applied.



**Signing page:**

I am authorised to sign this Agreement on behalf of MULTICULTURAL COMMUNITY SERVICES GEELONG INC (Trading as Cultura).

SIGNATURE:



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PRINT NAME AND TITLE: Joy Leggo OAM  
Chief Executive Officer

Address: 12-14 Thompson Rd  
North Geelong VIC 3215

Date: 1/03/2024

I am authorised to sign this Agreement on behalf of AUSTRALIAN SERVICES UNION

SIGNATURE:

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PRINT NAME AND TITLE:

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

Title: \_\_\_\_\_

Address:

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Date:

\_\_\_ / \_\_\_ / 20\_\_