



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Launch Housing Ltd T/A Launch Housing
(AG2022/5093)

LAUNCH HOUSING ENTERPRISE AGREEMENT 2022

Social, community, home care and disability services

DEPUTY PRESIDENT SAUNDERS

NEWCASTLE, 12 DECEMBER 2022

Application for approval of the Launch Housing Enterprise Agreement 2022

[1] An application has been made for approval of an enterprise agreement known as the *Launch Housing Enterprise Agreement 2022 (Agreement)*. The application was made pursuant to section 185 of the *Fair Work Act 2009 (Act)*. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of sections 186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[3] The Australian Municipal, Administrative, Clerical and Services Union, being a bargaining representative for the Agreement, has given notice under section 183 of the Act that it wants the Agreement to cover it. In accordance with subsection 201(2) of the Act, I note that the Agreement covers the organisation.

[4] The Agreement is approved and, in accordance with section 54 of the Act, will operate from 19 December 2022. The nominal expiry date of the Agreement is 30 June 2026.



DEPUTY PRESIDENT

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IT'S TIME TO END
HOMELESSNESS

LAUNCH HOUSING

ENTERPRISE AGREEMENT

2022

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PART 1 – APPLICATION AND OPERATION

1 Title

This Agreement shall be known as the Launch Housing Enterprise Agreement 2022 (“this agreement”).

2 Scope and Application

- 2.1 This agreement shall cover and apply to:
- a. Launch Housing (“the Employer”); and
 - b. Employees who are employed by Launch Housing and who are working under the classifications in Appendix D of this agreement.
- 2.2 This agreement does not cover management or employees who are engaged on individual contracts.
- 2.3 This agreement is the sole document or industrial instrument covering employees to whom it applies.
- 2.4 This agreement comprehensively covers the terms and conditions of employment of the employees. No extra claims in respect of any employment matter will be pursued during the life of this agreement.
- 2.5 This agreement is intended to:
- a. Provide certainty for employees and the employer regarding terms and conditions of employment for the life of the agreement.
 - b. Promote mutual respect and cooperation between employees and the employer.
 - c. Support a workplace culture which values professional and ethical conduct and where staff are treated with dignity and respect.
 - d. Confirm Launch Housing’s commitment and responsibility to comply with all legislative requirements that include Australian Tax Office, Equal Opportunity, Occupational Health and Safety, Workers Compensation, Fair Work Commission (FWC).

3 Date of operation

This agreement shall commence 7 days after the date of approval by the Fair Work Commission with a nominal expiry 30 June 2026.

4 Definitions

Afternoon Shift means a shift of ordinary hours which finishes after 8.00 pm and at or before 12 midnight Monday to Friday.

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

Day means usual contracted hours worked in the 24 hours of that day.

Day Shift means a shift of ordinary hours that commences at or after 6.00am and finishes at or before 8.00 pm.

Employer and **Launch Housing** means Launch Housing Ltd. These terms are used interchangeably through out the Agreement.

FWA means the Fair Work Act 2009 (Cth)

FWC means the Fair Work Commission

FW Regulations means the *Fair Work Regulations 2009*.

Immediate Family means:

- the spouse, de facto partner (including same sex partner); child, parent, grandparent, grandchild, sibling, member of household of the employee; or
- child, parent, grandparent, grandchild or sibling of the employee's spouse or de facto partner.

Medical Certificate means a certificate from a Registered Health Practitioner.

NES means the National Employment Standards as contained in the Fair Work Act 2009 (Cth).

Night Shift means a shift of ordinary hours which finishes after 12 midnight or commences before 6.00 am Monday to Friday.

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

Weekly Rate of Pay means the employee's base rate of pay for their ordinary hours of work.

5 Flexibility provision

5.1 Launch Housing and an employee covered by this agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- a. the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
- b. the arrangement meets the genuine needs of Launch Housing 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 Launch Housing and the employee.
- 5.2 Launch Housing must ensure that the terms of the individual flexibility arrangement:
- a. are about permitted matters under [section 172](#) of the *Fair Work Act 2009* ; and
 - b. are not unlawful terms under [section 194](#) of the *Fair Work Act 2009* ; and
 - c. result in the employee being better off overall than the employee would be if no arrangement was made.
- 5.3 Launch Housing must ensure that the individual flexibility arrangement:
- a. is in writing; and
 - b. includes the name of Launch Housing and the employee; and
 - c. is signed by Launch Housing and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - d. includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - e. states the day on which the arrangement commences.
- 5.4 Launch Housing must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 5.5 Launch Housing or the employee may terminate the individual flexibility arrangement:
- a. by giving no more than 28 days written notice to the other party to the arrangement; or
 - b. if Launch Housing and the employee agree in writing--at any time.

6 NES and this Agreement

This agreement is to be read and interpreted in conjunction with the NES (as varied from time to time). 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.

Launch Housing will ensure that all staff have easy access to this agreement in either hard copy or via electronic means.

7 Launch Housing policies

Several Launch Housing policies, procedures and protocols covering particular internal processes may be referred to throughout this agreement, but a reference to them does not import them into the agreement. They do not form part of this agreement and Launch Housing retains the right to vary such policies and procedures from time to time.

PART 2 – CONSULTATION AND DISPUTE RESOLUTION

8 Consultation regarding major change

8.1 Consultation principles

Launch Housing values the input of all employees and is committed to the ongoing engagement of employees. Consultation and input from employees will be provided through a range of mechanisms which may include focus groups, discussion forums, staff surveys etc. These mechanisms will vary according to identified needs.

8.2. Major workplace change - employer to notify

- a. Prior to the Employer making a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Employer will notify the relevant employees who will be affected by the proposed changes and their representatives, if any.
- b. Significant effects include termination of employment, major changes in the composition, operation or size of the Employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs; changes to the legal or operational structure of the employer or business; outsourcing.

8.3 Employer to discuss change

- a. The Employer must discuss with relevant affected employees and their representatives if any, the introduction of the changes referred to in Clause 8.2.a, the effects the changes are likely to have on employees, and measures to avert or mitigate the adverse effects of such changes on employees.
- b. For the purpose of such discussion, the Employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees.
- c. However the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- d. The Employer must give prompt and genuine consideration to matters raised about the major change by the affected employees.

9 Dispute resolution

- 9.1 If a dispute relates to a matter arising under this agreement, the NES or a work-related matter, then this clause sets out procedures to settle the dispute.
- 9.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- 9.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 9.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- 9.5 The Fair Work Commission may deal with the dispute in 2 stages:
- a. The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - b. If the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - i. Arbitrate the dispute; and
 - ii. Make a determination that is binding on the parties.
- 9.6 While the parties are trying to resolve the dispute using the procedures in this clause:
- a. An employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
 - b. An employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - i. The work is not safe; or
 - ii. Applicable occupational health and safety legislation would not permit the work to be performed; or
 - iii. The work is not appropriate for the employee to perform; or
 - iv. There are other reasonable grounds for the employee to refuse to comply with the direction.
- 9.7 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this clause.

PART 3 – EMPLOYMENT AND TERMINATION OF EMPLOYMENT

10 Types of employment

10.1 Employment categories

Employees under this will be employed in one of the following categories:

- a. Full-time employment;
- b. Part-time employment;
- c. Fixed-term or specific purpose
- d. Casual employment.

10.2 Upon engagement

At the time of engagement, Launch Housing will inform each employee in writing of the basis of their employment (i.e. full-time, part-time or casual or fixed term), contracted hours and rate of pay. Launch Housing may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training, consistent with the respective classification.

10.3 Full-time employment

A full-time employee is one who is engaged to work 76 hours per fortnight or an average of 38 hours per week.

10.4 Part-time employment

- a. A part-time employee is one who is engaged to work less than 76 hours per fortnight, or an average of less than 38 hours per week, and who has reasonably predictable hours of work.
- b. On or before the commencement of employment, Launch Housing and the part time employee will agree in writing on the employee's contracted hours of work, including the number of hours to be worked each week, the days of the week, and the starting and finishing times each day (contracted hours).
- c. The contracted hours may be expressed as a minimum.
- d. Contracted hours may be varied by written agreement.
- e. A part time employee may elect to work additional hours, by agreement, up to 76 in a fortnight.
- f. Accruals under this agreement will apply to part-time employees on a pro rata basis on the basis that the ordinary weekly hours of work for full-time employees are 38 hours.

10.5 Fixed-term or specific purpose employment

Launch Housing may require the appointment of temporary staff for the purposes of fulfilling specific term, short term or project type duties. Any appointments will be made on the basis of a defined period of employment or for a specific purpose. The detail of the specific time period or specific purpose shall be set out in writing and retained by Launch Housing. Launch Housing shall provide a copy to the employee.

Specific term contracts in excess of 12 months will only be used when the associated funding agreement is for a fixed period of longer than 12 months or

a maternity leave cover contract in excess of 12 months.

10.6 Casual employment

- a. A person is a casual employee if:
 - i. they are offered a job,
 - ii. the offer does not include a firm advance commitment that the work will continue indefinitely with an agreed pattern of work, and
 - iii. they accept the offer on this basis.
- b. The minimum period of engagement of a casual will be three hours each day or shift which may be comprised of hours within or outside the span of hours provided for in this agreement.
- c. The ordinary hours of a casual employee must not exceed 76 in any fortnight.
- d. A casual employee, for each ordinary hour worked or part thereof, will be paid a casual loading of 25% based on the ordinary hourly rate.
- e. Notwithstanding Clause 10.6.d, the loading received by a casual who works ordinary hours on a Saturday or Sunday, where ordinary hours are permitted by this award are to receive the appropriate weekend allowance in lieu of the casual loading described in Sub-Clause 10.6.d.
- f. A casual employee who works approved overtime does not receive the loading set out in Sub-Clause 10.6.d but receives, instead, the overtime penalty rates for the approved period worked.
- g. A casual employee employed where a shift loading may apply (other than a Saturday or Sunday), be paid the appropriate shift penalty based on the ordinary hourly rate.
- h. The following provisions do not apply to casual employees
 - iv. Paid leave, including wellbeing days (unless the Agreement expressly states otherwise)
 - v. Notice of termination
 - vi. Redundancy
 - vii. Other attributes of full time or part time work
- i. In addition to any other applicable NES entitlements, casual employees are entitled to two days of unpaid carers leave for each occasion when a member of the employee's immediate family or household requires care or support because of a personal illness or injury or an unexpected emergency.
- j. Casual employees will be entitled to request conversion in accordance with the entitlement in the SCHADS Award and/or NES

11 Probationary period

- 11.1 An employee other than a casual employee is required to serve a period of up to 6 months probationary period at the commencement of employment.
- 11.2 Notice during a probationary period will be one week during the first 3 months and two weeks during months 4-6.

12 Continuity of service

- 12.1 Subject to Clause 12.2, the definition of continuous service is as defined in the [Victorian Long Service Leave Act 2018 \(Vic\)](#).
- 12.2 For employee's entitlements under this agreement, continuity of service is not broken if Launch Housing continues to employ, or re-employs within 6 months an employee who:
- a. Has completed a fixed term contract; or
 - b. Is seconded to another employer.

13 Termination of employment

13.1 Notice of termination

- a. Except in the case of employees within their probationary period, either party may terminate employment at any time by giving the other party four (4) week's written notice. A shorter period of notice may be given provided that it is acceptable to both parties. Instead of providing the specified notice, Launch Housing may choose to make payment in lieu of notice. If the employee fails to give the required notice, the employee forfeits the entitlement to any monies owing equal to the amount of notice not given. Launch Housing will calculate any payment in lieu of notice using the wages the employee would have received for ordinary time had they worked during the period of notice.
- b. Where an employee is over 45 years of age and has completed 2 years of continuous service, the employee shall receive an additional one week's notice.

13.2 Notice not applicable

The period of notice in this clause does not apply:

- a. in the probationary period (refer clause 11);
- b. in the case of dismissal for serious misconduct;
- c. to employees engaged for a specific period of time or for a specific purpose or tasks;
- d. 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 traineeship agreement;
- e. to casual employees;
- f. in the case of transmission of business; and/or
- g. Employees prescribed by the FW Regulations as an employee to whom Part 2-2, Division 11 of the FWA does not apply

13.3 Transmission of business

Where a business is transferred from one Employer to another, the period of continuous service that the employee had with the first employer or any prior Employer is deemed to be service with the subsequent Employer and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

13.4 Abandonment of employment

The absence of an employee from work for a continuous period exceeding three working days without the consent of the Employer and without notification to the Employer, will be deemed as the employee having abandoned their employment. Employees who abandon their employment will be entitled to notice of termination of payment in lieu of notice of termination as provided in the NES.

14 Redundancy

Redundancy occurs where Launch Housing:

- a. has made a definite decision that it no longer requires the job the employee has been doing to be done by anyone (except where this is due to the ordinary and customary turnover of labour), or
- b. becomes insolvent or bankrupt, and that decision leads to the termination of employment of the employee.

14.1 Transfer to lower paid duties

Where an employee is offered and accepts redeployment into a lower paid role rather than be made redundant, they will receive the difference between the former ordinary rate of pay and the new ordinary time rate for the remaining number of weeks of their redundancy notice period.

14.2 Severance pay

- a. An employee whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

Period of Continuous Service	Severance Pay
Less than one year	Nil
1 year but less than two years	4 weeks' pay
2 years but less than three years	6 weeks' pay
3 years but less than four years	7 weeks' pay
4 years but less than 5 years	8 weeks' pay
5 years but less than 6 years	10 weeks' pay
6 years but less than 7 years	11 weeks' pay
7 years but less than 8 years	13 weeks' pay
8 years but less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and less than 11 years	18 weeks' pay
More than 11 years	20 weeks' pay

- b. The Weekly rate of pay is defined in the definitions.
- c. Continuity of service calculation.

Continuity of service shall be calculated in the manner prescribed by Clause 12.1.

d. Variation of severance pay

Application may be made for variation of the severance pay provided for in this clause in a particular redundancy situation in accordance with the Fair Work Act.

e. Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice set out in clause 13. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

f. Alternative employment

- i. Launch Housing, in a particular redundancy case, may make application to the Fair Work Commission to have the general severance pay prescription varied if Launch Housing obtains acceptable alternative employment for an employee.
- ii. This provision does not apply in circumstances involving transmission of business.

g. Job search entitlement

In redundancy situations, during the period of notice provided for in Clause 13.1 given by Launch Housing, an employee shall be allowed up to one contracted day as time off without loss of pay during each week of notice for the purpose of seeking other employment.

h. Transmission of business

The provisions of this clause are not applicable where a business is before or after the date of this agreement, transmitted from an employer (in this sub clause called the transmitter) to another employer (in this sub-clause called the transmittee), in any of the following circumstances:

- i. Where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee; or
- ii. Where the employee rejects an offer of employment with the transmittee:
 - (a) In which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and
 - (b) Which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee
- iii. The Fair Work Commission may vary these provisions if it is satisfied that this provision would operate unfairly in a particular case.

14.3 Employees exempted

The redundancy clause does not apply to:

- a. Employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- b. Employees terminated with notice for performance related or misconduct

reasons

- c. 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 traineeship agreement;
- d. Employees with less than 12 months service
- e. Employees engaged for a specific period of time or for a specified purpose or tasks;
- f. Casual employees; and/or
- g. Employees prescribed by the FW Regulations as an employee to whom Part 2-2, Division 11 of the FWA does not apply.

PART 4 – HOURS OF WORK AND RELATED MATTERS

15 Ordinary hours of work and rostering

15.1 Ordinary hours of work

The ordinary hours of work will be up to and including 76 hours per fortnight and will be worked on not more than 10 days provided that no single shift exceeds 10 hours.

- a. For full time employees, the options for ordinary hours of work, subject to the approval of Launch Housing, include
 - i. 38 hours each week worked on 7.6 hours each day Monday to Friday.
 - ii. An average of 38 hours per week worked over a 4 week period.

Working arrangements may be agreed where an individual employee requests and operational requirements can be met. Examples may include:

- i. 3 days per week of 8 hours and 2 days per week of 7 hours per day
- ii. 19 days of 8 hours each in each four week period
- iii. Shift arrangements that meet the specifications of this clause and the operational needs of Launch Housing.

Other working arrangements may be considered.

15.2 Span of hours

- a. Day worker

The ordinary hours of work for a day worker will be worked between 6.00 am and 8.00 pm Monday to Sunday.

- b. Shift worker

A shift worker is an employee who works shifts in accordance with clauses 16 & 17 of this Agreement.

15.3 Rest breaks between rostered work

An employee will be required to take a break of not less than 10 hours between the end of one shift or period of duty and the commencement of another.

15.4 Rosters

- a. The ordinary hours of work for each part time and full time employee will be displayed on a roster in a place conveniently accessible to employees.

The roster will be posted at least two weeks before the commencement of the roster period.

- b. Rostering arrangements and changes to rosters made by the Employer may be communicated by telephone, direct contact, mail, email or facsimile.
- c. It is not obligatory for Launch Housing to display any roster of the ordinary hours of work of casual or relieving staff.

15.5 Change in roster

- a. Seven days' notice will be given of a change in a roster. However, a roster may be altered at any time to enable the service of the organisation to be carried on where another employee is absent from duty.
- b. This clause will not apply where the only change to the roster of a part-time employee is the mutually agreed addition of extra hours to be worked such that the part-time employee still has four rostered days off in that fortnight or eight rostered days off in a 28 day roster cycle, as the case may be.

15.6 Consultation on ordinary hours

For an ongoing change to the employees' regular roster or ordinary hours of work requested by Launch Housing, Launch Housing shall;

- a. Provide information to the employees about the change; and
- b. Invite the employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
- c. Consider any views given by the employees about the impact of the change. For the avoidance of doubt, employees are entitled to representation for the purposes of consultation under this sub-clause.

16 Shiftwork

16.1 Shift allowances and penalty rates

- a. An employee who works ordinary hours on an afternoon shift will be paid a loading of 12.5% of their ordinary rate of pay for the ordinary hours worked.
- b. An employee who works ordinary hours on a night shift will be paid a loading of 15% of their ordinary rate of pay for the ordinary hours worked.

16.2 Shifts are to be worked in one continuous block of hours that may include meal breaks and sleepover.

17 Saturday and Sunday work

17.1 Employees whose ordinary rostered working hours include Saturday work and/or Sunday work will be paid for ordinary hours worked

- a. On Saturday at the rate of time and a half,
- b. On Sunday at the rate of double time.

17.2 These extra rates will be in substitution for and not cumulative upon the shift premiums prescribed in Sub-Clause 16.1.

18 Breaks

18.1 Meal breaks

- a. Each employee who works in excess of five hours will be required to take 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. An employee on an unpaid break shall be free of all duty during this interval and is able to leave the work site.
- b. Notwithstanding Sub-Clause 18.1.a, above, an afterhours shift worker who is required to remain on-site during their meal breaks will be entitled to take a paid 30 minute break.
- c. Where an employee is required by the Employer to continue to work through their scheduled unpaid meal break without being able to take a meal break or they are unable to take a break due to unforeseen and urgent circumstances, this will be noted on the timesheet, and where approved by the Employer will be paid as hours worked.
- d. Where an employee is required by Launch Housing 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.

18.2 Tea breaks

- a. Every employee will be entitled to a paid 10 minute tea break for each four hours worked at a time to be agreed between the employer and employee.
- b. Tea breaks will count as time worked.

18.3 Lactation Breaks

Launch Housing shall provide a comfortable and convenient environment for mothers who wish to continue to breast feed at work.

19 Overtime, penalty rates, time in lieu (TIL) and flexi-time

19.1 Reasonable additional hours may be required and it is agreed that it is expected as part of the job at times.

If a staff member believes the request to work additional hours is unreasonable in relation to safety or personal circumstances, the employee may raise this with their line manager and if it is agreed it is unreasonable, different arrangements will be made.

19.2 Authorisation for the working of approved additional hours must be obtained from the employee's line manager prior to the hours being worked or, in exceptional cases where unforeseen and urgent circumstances exist, authorisation should be obtained as soon as possible after the event.

19.3 It is acknowledged by the parties that approved additional hours will be compensated as time in lieu (TIL) unless otherwise agreed by Launch Housing and the employee concerned prior to the additional hours being worked.

19.4 Additional hours (or part there-of) in excess of daily contracted hours worked at the request of the Employer for unforeseen and urgent circumstances will be compensated as TIL at the rate of 1.5 for the first two hours and double time thereafter. Overtime may be paid (at the relevant rate) by agreement.

19.5 Flexi-hours (or part there-of) worked at the request of the employee that are authorised by the Employer, will be compensated at the TIL rate of 1:1 for

each hour worked.

19.6 An employee may accrue a maximum of 10 hours of TIL.

19.7 If advised or authorised by the Employer in advance, approved additional hours may be paid as overtime according to provisions as outlined in Sub-Clause 19.8

19.8 Overtime rates

a. Full-time employees

A full-time employee will be paid the following payments for all work done in addition to their rostered ordinary hours on any day:

- i. for all authorised overtime on Monday to Saturday, payment will be made at the rate of time and a half for the first two hours and double time thereafter;
- ii. For all authorised overtime on a Sunday, payment will be made at the rate of double time;
- iii. For all authorised overtime on a public holiday, payment will be made at the rate of double time and a half
- iv. Overtime rates under this clause will be paid instead of the shift premiums prescribed in Sub-Clause 16.1 and Saturday and Sunday work premiums prescribed in Sub-Clause 17.1– Saturday and Sunday Work.

b. Part-time employees

All time worked by part-time employees at the request of the Employer that is in excess of their daily contracted hours, or in excess of 10 hours per day, or 76 hours per fortnight 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.

c. Casual employees

Overtime provisions for casual employees is as per Sub-Clause 19.8.b. Overtime rates will be paid on the ordinary hourly rate instead of the 25% casual loading.

d. Each day stands alone

For the purposes of Clause 19.8.a each day shall stand alone.

19.9 Rest period after overtime

a. An employee (other than a casual) who, as a result of working authorised additional hours, will not have had at least 10 consecutive hours off duty before their next rostered shift, will be required to have a 10 hour break. To avoid any doubt, they will commence their next shift 10 hours after the additional hours were completed without loss of pay for rostered ordinary hours not worked.

19.10 On call

- a. An employee required to be on call (i.e. available for recall to duty) will be paid an allowance as shown in Appendix B in respect to 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.
- b. The allowance will be as shown in Appendix B in respect of any other 24hour period or part thereof, or any public holiday or part thereof.

- c. The allowances in this subclause will be varied as outlined in Appendix B of this Agreement.

19.11 On-call provisions

- a. In the event of an employee who is on-call being recalled to a workplace for duty for any period during an off duty period, the employee shall be paid from the time of receiving recall until the time of finishing such recall duty with a minimum of one hour's payment for such recall at the overtime rates prescribed in Clause 19.8.
- b. If an employee who is on-call is recalled and does not have an uninterrupted break of six hours between midnight and the time of commencement the next period of ordinary duty they shall be entitled to time off of six hours from the time of finishing the last recall and the time of commencing their next period of duty without loss of pay.
- c. Where an employee is on call and receives a phone call from the workplace that requires their support and attention, the employee shall be paid from the time they receive the call until the time the call finishes with a minimum of one hours payment at the rates outlined in Sub-Clause 19.10.a. Multiple calls may be taken within a one hour period without additional payment.

19.12 Meal break or meal allowance during recall

- a. An employee recalled to work and who is required to work for more than four hours will be entitled to unpaid meal break of 30 minutes or if they unable to leave the site, supplied with a an adequate meal or be paid a meal allowance as described in Appendix B. A further break, meal or meal allowance will be provided for each subsequent four hour period of recall worked.

- 19.13 Any accrued but untaken TIL will be paid to the employee on termination of employment, and calculated at the rate applicable to the time worked by the employee when the TIL was accrued.

PART 5 – LEAVE AND RELATED MATTERS

20 Annual leave

- 20.1 Employees other than casual employees are entitled to the following leave entitlements. Part time employees will receive the entitlements on a pro rata basis.

20.2 Period of leave

- a. Employees shall be entitled to annual leave as provided for in the NES of four working weeks for each continuous twelve months' service
- b. For the purposes of the NES, a shift worker who is eligible for 5 weeks leave is an employee who works for more than 4 ordinary hours on 10 or more weekends per year.
- c. Annual leave shall accrue progressively throughout the year.

20.3 Annual leave exclusive of public holidays

Annual leave shall be exclusive of public holidays. If a public holiday falls within an employee's period of annual leave, and is observed on a day which would have been an ordinary working day for that employee, the employee will not be deducted annual leave for that day.

- 20.4 Time of taking leave
- a. Annual leave shall be taken at a time determined by mutual agreement between Launch Housing and the employee.
 - b. Launch Housing will not unreasonably refuse a request by the employee to take paid annual leave.
 - c. Launch Housing will consider written requests to defer the taking of leave to meet special personal circumstances.
- 20.5 Annual leave loading
- a. A loading of 17.5% shall be paid at the time leave is taken.
 - b. The loading shall apply to pro rata leave on termination of employment.
 - c. Shift workers and workers who are regularly rostered to work ordinary hours on Saturdays and or Sundays will be entitled while on annual leave to receive; an average of the shift penalties they would have received according to their roster for the period of leave, or 17.5% leave loading, whichever is the higher.
- 20.6 Excessive leave
- a. The maximum allowable credit of annual leave by an employee is eight weeks.
 - b. If an employee accrues more than eight weeks credit of annual leave and the Employer has not authorised the excess accrual in writing, the employee may be directed to take leave.
 - c. If an employee is directed to take leave to reduce their leave balance, they will be provided at least four week's notice prior to commencement of the directed leave.
- 20.7 Annual leave re-crediting
- a. If, during a period of annual leave, an employee has cause to access other types of leave (eg. Sick, carer's, community services, but excluding parental leave), they shall have their annual leave re-credited for the period of the other leave. Adjustments for leave loading may also apply.
 - b. For annual leave to be re-credited, the same evidence requirements and conditions apply as nominated in the relevant section of this agreement or the NES.
- 20.8 Cashing out of excessive annual leave
- a. Launch Housing and an employee may agree to the cashing out of a particular amount of accrued excessive annual leave.
 - b. Each cashing out of a particular amount of paid annual leave will be a separate agreement under this clause.
 - c. An agreement under this clause must be documented in writing and must state the amount of leave to be cashed out, the payment to be made to the employee for it and when the payment is to be made.
 - d. The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
 - e. An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
 - f. The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.

Any request outside the provisions of this clause will be considered by Launch

Housing and is subject to approval by the CEO.

21 Wellbeing days

The following provisions apply:

- a. Full time employees will be entitled to 5 wellbeing days (38 hours) each year. This entitlement is pro-rata for part timers.
- b. The time of taking wellbeing leave, like all scheduled leave, is by agreement in advance.
- c. Wellbeing days may be taken as single days ,or in a block not exceeding five days.
- d. Wellbeing leave is paid for 7.6 hours, or pro rata, at the ordinary rate of pay regardless of the day taken.
- e. Wellbeing days will accumulate from year to year with employees able to accrue a maximum of ten wellbeing days.
- f. Wellbeing leave does not attract leave loading.
- g. Unused Wellbeing leave will not be paid out upon termination.

22 Purchased leave arrangements

22.1 Purchased leave arrangements

- a. Launch Housing offers fulltime and part time employees the opportunity to enter into a purchased leave arrangement on the following basis:
 - i. At employees request and subject to Launch Housing approval based on operational requirements
 - ii. Subject to employees entering into a formal agreement covering all details affected by the arrangement.
 - iii. Arrangement can include 48/52, 49/52, 50/52 or 51/52

22.2 Each approved period of purchased leave is for 12 months only. The employee is required to utilise all purchased leave accrued in the 12 month period of the arrangement.

22.3 Employees accessing this arrangement will be reviewed annually based on the operational needs of the organisation.

22.4 Leave loading and/or penalties are not paid on purchased leave.

23 Leave without pay

23.1 Leave without pay is an alternative leave option and is subject to Launch Housing approval based on operational requirements.

23.2 Employees may request leave without pay for any periods up to 4 weeks.

23.3 All annual leave entitlements must be taken before unpaid leave commences.

23.4 In special circumstances unpaid leave in excess of 4 weeks may be granted to full or part-time staff members subject to operational requirements. Such requests must be approved in advance.

24 Personal (sick) leave and carer's leave

- 24.1 This clause does not apply to casual employees. Casual provisions relating to personal / carer's leave are set out in Sub-Clause 10.6.i.
- 24.2 Paid personal leave is available to an employee when they are absent because the employee:
- a. is not fit for work because of a personal illness or injury or disaster personally impacting the employee (sick leave); or
 - b. is providing care or support to an immediate family member who requires support because of: a personal illness, or personal injury affecting the member, or, an unexpected emergency affecting the member (carer's leave)..
- The amount of paid personal leave to which an employee is entitled and evidence requirements is set out below.
- 24.3 Personal leave accumulates from year to year (pro-rata for part-time employees).
- 24.4 Evidence requirements
- a. Employees are encouraged to supply a medical certificate for all absences due to personal leave. Other evidence satisfactory to the employer, such as a statutory declaration, will be accepted by the employer.
 - b. All absences longer than 2 days or absences on or either side of a public holiday or approved leave period must be supported with a medical certificate or evidence acceptable to the Employer otherwise it will be unpaid leave.
 - c. Launch Housing allows 5 days of personal leave per calendar year to be taken without providing a medical certificate or other evidence for absences other than as excluded in Clause 24.4.b.
 - d. Evidence must be presented immediately on return to work otherwise leave will be treated as unpaid personal leave.
 - e. Launch Housing reserves the right to require a medical certificate in instances where a pattern i.e. regular or predictable occurrences, of personal leave is identified that warrants evidence beyond a statutory declaration.
- 24.5 Personal leave accrual
- a. An employee shall accrue personal leave as follows
 - i. During the first year of service, one day for each completed month of service;
 - ii. During the second, third and fourth years of service, fourteen days in each year; and
 - iii. Thereafter 21 days in each year.
 - b. The rate of pay for a period of personal leave is the employee's ordinary rate of pay.
- 24.6 Carer's leave
- a. An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use any personal leave entitlement to provide

such care and support so long as:

- i. The employee provides a medical certificate or other evidence suitable to the Employer to verify the illness and care requirements unless they are using uncertificated days provided for in Clause 24.4.c
 - ii. In the case of an emergency, the employee must, if required by Launch Housing, establish by production of documentation acceptable to Launch Housing, outlining the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.
- b. The employee shall, wherever practicable, give Launch Housing notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

24.7 Unpaid leave for family purpose (unpaid carer's leave)

An employee (including a casual) may elect, with the consent of Launch Housing, to take unpaid leave for the purpose of providing care to a family or household member who is ill and requires their care and support. Launch Housing and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take two days per occasion.

24.8 Access to annual leave

An employee may elect, with the consent of Launch Housing, to take annual leave in single periods not exceeding ten days in any calendar year at a time or times agreed between them rather than take unpaid personal leave.

24.9 Payment of personal leave for shift workers

Personal leave taken whilst an employee is engaged as a shift worker will be paid at the rate of 150% of the ordinary rate of pay, irrespective of the day or shift roster applying when the leave is taken.

25 Compassionate Leave

25.1 The provisions of this clause do not apply to casual employees. However, casual employees will be entitled to unpaid compassionate leave as provided under the NES.

25.2 Entitlement to compassionate leave

An employee, is entitled to up to 5 days of compassionate leave for each occasion when:

- a. a member of the employee's immediate family, or a member of the employee's household:
 - i. Contracts or develops a personal illness that poses a serious threat to their life; and/or
 - ii. Sustains a personal injury that poses a serious threat to their life; and/or;
 - iii. Dies; and/or
- b. a child who would have been part of the employee's immediate family or household is stillborn; or

- c. if an employee, or the employee's current spouse or defacto partner, has a miscarriage.
- 25.3 For the purposes of compassionate leave, the definition of immediate family will be expanded to include ex-spouse and their immediate family.
- 25.4 Taking compassionate leave
- a. An employee may take compassionate leave for a particular permissible occasion if the leave is taken:
 - i. For the purpose of spending 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; or
 - ii. After the death of the member of the employee's immediate family or household or the stillbirth or miscarriage referred to in sub-clause 25.2.
 - b. An employee may take compassionate leave for a particular occasion as:
 - i. A single continuous period of up to 5 days; or
 - ii. Any separate periods to which Launch Housing agrees.
 - iii. A longer period may be requested and approved at the discretion of the manager.
- 25.5 Evidence requirements
- Evidence or an explanation may be requested by the Employer and shall be furnished by the employee to the satisfaction of the employer.
- 25.6 Payment for compassionate leave (other than for casual employees)
- If an employee, other than a casual employee, takes a period of compassionate leave, they will be paid at their ordinary hourly rate for the hours they would have worked during the leave.

26 Long service leave

- 26.1 Entitlement
- a. Long service leave shall be provided for in accordance with the provisions of the applicable Victorian Legislation as amended, subject to the following provisions.
 - b. Long service leave accrues at the rate of one week for each 60 weeks of continuous service or approximately 0.866 weeks per year.
 - c. This means an employee will accumulate 13 weeks over 15 years of continuous service.
 - d. For each additional 5 years continuous service after the initial 15 years, the employee is entitled to an additional 4 $\frac{1}{3}$ weeks of leave.
 - e. An employee upon termination is entitled to pro-rata long service leave after 7 years continuous service.
- 26.2 Taking long service leave
- a. Pro-rata long service leave may be taken after 7 years continuous service.
 - b. A request to take long service leave must be made in writing and provide a minimum notice period of one (1) month from the date on which the long service leave is to be taken.

- c. It is intended that Long Service Leave is applied for and taken in multiple weeks to provide meaningful leave periods.

26.3 Applicable Long Service Leave Acts

Employees shall be eligible for paid long service leave in accordance with the

- a. Victorian Long Service Leave Act 2018 (LSL Act); and/or
- b. Long Service Benefits Portability Act 2018 (Vic), where applicable.

27 Parental leave

All parental leave and adoption-related leave entitlements apply equally to same sex couples and unless otherwise stated, NES provisions apply in conjunction with the provisions below. For the avoidance of doubt employees are entitled to flexible unpaid parental leave and any other entitlements associated with stillbirths in accordance with the FW Act.

27.1 Parental leave and related entitlements

- a. An employee, other than a casual employee, who has completed 12 months continuous service with Launch Housing immediately before the date of the birth or adoption is entitled to parental leave of up to 104 weeks.
- b. A casual employee is not entitled to leave (other than unpaid pre-adoption leave or unpaid no safe job leave) unless the employee is an eligible casual employee under the NES.

27.2 Adoption-related leave—child must be under 16

An employee is not entitled to adoption related leave unless the child who is, or is to be, placed with the employee for adoption:

- a. Is, or will be, under 16 as at the day of placement, or the expected day of placement, of the child; and
- b. Has not, or will not have, lived continuously with the employee for a period of 6 months or more as at the day of placement, or the expected day of placement, of the child; and
- c. Is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.

27.3 Entitlement to paid parental leave

- a. Where an employee is eligible for parental leave, they will be entitled to paid parental leave of 8 weeks for the primary carer and 8 weeks for the non-primary (i.e. secondary) carer. All other parental leave will be unpaid.
- b. The paid leave component is part of the total parental leave entitlement as set out in this agreement and not in addition to it.
- c. Paid parental leave is at the ordinary rate of pay.
- d. Launch Housing will provide the option for staff to receive the 8 weeks paid parental leave over a longer period (e.g. 16 weeks of paid parental leave at half pay).
- e. Superannuation will be paid during periods of paid employer funded parental leave.
- f. Should the Government legislate changes that make the government paid parental scheme more favourable for primary carers than the payment

under Sub-Clause 27.3.a would not apply.

27.4 Commencing parental leave

An employee must provide 10 weeks advance notice to Launch Housing of the expected date of commencement of parental leave. If that is not practicable, notice must be provided as soon as practicable. The notice requirements are:

- a. The date on which the employee proposes to commence parental leave and the period of leave to be taken the expected date of birth should be included in a certificate from a registered medical practitioner.
- b. Where an employee continues to work within the six week period immediately prior to the expected date that they will give birth, the employer may require the employee to provide a medical certificate stating that they are fit to work their normal duties.

27.5 Transfer to safe job

- a. Where an employee is pregnant and, in the opinion of their registered medical practitioner, the employee is fit for work but illness or risks arising out of the pregnancy or hazards connected to the employee's position make it inadvisable for the employee to continue at their present work during a stated period (**risk period**), Launch Housing will make efforts for the employee to be transferred to a safe job at their current rate of pay (and no other changes to their terms and conditions of employment until the commencement of the parental leave) unless there is no appropriate safe job available.
- b. If the transfer to a safe job is not possible or practicable Launch Housing must pay the employee paid no safe job leave (or unpaid no safe job leave where the employee is not entitled to paid parental leave) for the risk period for such period as is certified necessary by a registered medical practitioner.

27.6 Interaction with Government Paid Parental Leave (GPPL)

Where an employee applies for and successfully qualifies for GPPL as assessed by the Family Assistance Office (FAO) the employee may nominate Launch Housing to make such payments after they are received. Current GPPL payments do not alter entitlements to paid or unpaid parental leave entitlements as set out in this agreement or the NES.

27.7 Variation of period of parental leave

Where an employee takes parental leave as set out in Clause 27.1, an employee may apply to Launch Housing to change the period of parental leave on one occasion. Any such change is to be notified as soon as possible but no less than four weeks prior to the commencement of the changed arrangements.

27.8 Returning to work

- a. An employee returning to work following approved parental leave is entitled to resume the substantive position they held prior to commencing parental leave.
- b. An employee who has taken primary carer parental leave as per provisions of Clause 27 may request Launch Housing to allow the employee to return from their parental leave on a part-time basis to assist the employee in reconciling work and parental responsibilities. Launch Housing will explore operational options to try to accommodate such requests.
- c. Employee's request and Employer's decision to be in writing.

- d. Requests under this clause must be made as soon as possible but no less than eight weeks prior to the scheduled return to work date.
- e. Where the employee elects to return to work within six weeks after giving birth to the child, an Employer may require the employee to provide a medical certificate stating that they are fit to work their normal duties.

27.9 Loss of a Pregnancy after 24 weeks

- a. Any employee who has experienced the loss of a child after at least 24 weeks of pregnancy will be entitled to eight weeks of paid parental leave.

28 Special Leave – Family/Domestic Violence

28.1 Launch Housing is committed to providing support to employees that experience family violence.

28.2 Family and domestic violence is violent, threatening or other abusive behaviour by a close relative of the employee that seeks to coerce or control the employee and causes the employee harm or to be fearful.

28.3 Support is available to employees as part of Launch Housing Employee Assistance Program (EAP) and policies, including the services of a qualified Counsellor.

28.4 Employees will be granted at Launch Housing discretion, up to 20 days paid special leave (pro-rata for part time employees) for the purpose of attending medical appointments, legal proceedings, making of safety arrangements and other activities associated with the experience of family and domestic violence.

Leave may be taken in part or full days. Where necessary an employee may apply for additional discretionary leave and may access other leave entitlements such as personal leave.

28.5 Evidence of family/domestic violence needs to be provided to the employer before paid special leave is granted; such evidence may be in the form of a document issued by the Police Service, a Court, a Doctor, or other recognised health professional or support agency or other evidence satisfactory to the employer.

28.6 An employee experiencing family/domestic violence may raise the issue with their immediate manager or Human Resources. All personal information concerning family/domestic violence will be kept confidential in line with Launch Housing policies and relevant legislation. No information will be kept on an employee's personal file without their permission.

28.7 Launch Housing will identify contact/s in Human Resources who have been trained in family violence and privacy issues for example training in family violence risk assessment and risk management. Launch Housing will advertise the name of the contact within the organisation.

28.8 In order to provide support to an employee experiencing family violence Launch Housing will consider any reasonable request from an employee experiencing family violence for:

- a. Changes to their span of hours or pattern or hours and/or shift patterns;
- b. A transfer into any available role that is directly comparable or suitable to the employee.

- c. Any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements

29 Community service leave

29.1 Jury service

- a. A full time, part time or fixed term employee required to attend for jury service during their ordinary working hours shall be reimbursed by Launch Housing an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wages they would have received in respect of the ordinary time they would have worked had they not been on jury service.
- b. An employee shall notify Launch Housing as soon as possible of the date upon which they are required to attend for jury service. Further the employee shall give their employer documentary proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

29.2 Entitlement to be absent from employment for engaging in eligible community service activity

An employee who engages in a community service activity carrying out a voluntary emergency management activity (as defined under section 109 of the Fair Work Act 2009) is entitled to unpaid leave of absence if:

- a. The period of absence consists of one or more of the following:
 - i. Time when the employee engages in the activity;
 - ii. Reasonable travelling time associated with the activity;
 - iii. Reasonable rest time immediately following the activity; and
 - iv. The employee's absence is reasonable in all the circumstances.
- b. An employee must give Launch Housing notice of the absence. The notice must:
 - i. Be given to Launch Housing as soon as reasonably practicable (which may be a time after the absence has started); and
 - ii. Advise Launch Housing of the period, or expected period, of the absence.
- c. An employee who has given Launch Housing notice of an absence must, if required by Launch Housing, give Launch Housing evidence that would satisfy a reasonable person that the absence is because the employee has been or will be engaging in an eligible community service activity.

30 Ceremonial/cultural leave

30.1 Launch Housing recognises and values the cultural diversity of all its employees and therefore shall provide the opportunity for employees who are required to observe days of cultural ceremonial and / or religious significance.

30.2 Where attendance requires time away from work, employees may apply for any accrued leave to which they may be entitled and shall have reasonable access to time in lieu. Alternately, the employee may elect to apply for up to ten days unpaid leave or eight days for Aboriginal and Torres Strait Islander staff, with two days paid per Clause 30.3 per annum, non-cumulative.

30.3 Launch Housing recognises the special obligations placed on Indigenous Aboriginal and Torres Strait Islander staff to participate in ceremonial or

cultural activities, and accordingly offers two days paid leave for ceremonial activities in addition to any other applicable entitlements.

- 30.4 As an alternative to the unpaid leave option at Clause 30.2, an employee may request to swap a gazetted public holiday or holidays for an alternative religious day/s of significance to the employee. Launch Housing will not unreasonably refuse such a request, where reasonable notice is provided.

31 Public holidays

- 31.1 An employee shall be entitled to public holidays where public holidays are gazetted by the relevant State Government. Although subject to change, the current Victorian gazetted public holidays are:

New Years Day
Australia Day
Labour Day
Good Friday
Saturday preceding Easter Sunday
Easter Sunday
Easter Monday
ANZAC day
King's Birthday
Friday before AFL Grand Final
Melbourne Cup Day
Christmas Day
Boxing Day

- 31.2 An employee who is rostered to work and works on a gazetted public holiday will:
- a. Be paid for the rostered time worked, at the rate of double time and a half time.
 - b. An employee rostered to work an afternoon shift finishing after 8pm or night shift on New Year's Eve will be paid public holiday rates.
- 31.3 Public holidays during periods of annual leave
- a. Where a public holidays occurs during a period of annual leave that day will be paid as a public holiday at the ordinary rate of pay and will not be deducted from the accrued leave balance.
 - b. Where an employee, who is rostered to work on a public holiday, requests the day off the employee shall apply for the day off consistent with the notice and employer approval processes that apply to annual leave.
- 31.4 Launch Housing acknowledges the hurt caused as a result of Australia Day being held on 26 January, and encourages employees to substitute this public holiday for an alternative date in accordance with this clause.

Where an employee elects to substitute the 26 January public holiday for another date, the employee will:

- a. provide reasonable notice in advance of their election;
- b. attend for work, and be paid their ordinary rate of pay, for all rostered hours on 26 January; and
- c. be entitled to be absent from work without loss of pay on the agreed alternative date.

31.5 Where 31.4 applies, the agreed alternative date will be deemed to be a public holiday, and Australia Day will be deemed to be an ordinary day of work, for the employee, for the relevant year.

31.5 Public holiday pay arrangements

Option	Rostered	Works	Pay arrangements
1	Employee is rostered ON	Required to work and works	Paid public holiday rates (double time and a half for ordinary hours), then double time and a half for overtime hours
2	Employee is rostered ON	Not required to work	Takes the public holiday (day off) without loss of ordinary pay
3	Employee is rostered OFF	Requested to work and works	Paid overtime at public holiday rates, double time and a half for all hours worked with a minimum engagement of 4 hours
4	Employee is rostered OFF	Not required to work	No pay
5	Casual employee	Required to work and works	Paid overtime at public holiday rates, double time and a half for all hours worked with a minimum engagement of 4 hours
6	Casual employee	Not required to work	No pay

Exceptions			
7	Employee is rostered ON	Required to work but unable to work because of personal leave	Then treated as for 2, ie it is public holiday not personal leave, although notification requirements are as for personal leave
8	Employee is rostered ON	Required to work and employee wishes to take the day off on Annual Leave	Then 2 applies, ie it is public holiday not annual leave, although request for leave is as per annual leave, with the employer right to refuse the day off as per annual leave provision
9	Rostered shifts either side of a PH	Employee absent on day before or after public holiday without reason	The day before and day after are not paid

31.6 Public holidays - part time employees

- a. An employee who is ordinarily not required to work on the day of the week on which a particular holiday is observed shall not be entitled to any benefit for any such public holiday unless required to work on the public holiday.
- b. Where a part time employee's ordinary hours of work fall on a public holiday and the employee is not required to work, the employee is entitled to the public holiday without loss of pay for the day.

32 Gender Affirmation Leave

32.1 Launch Housing is committed to providing support to employees who are trans or gender diverse and are considering or undergoing gender affirmation.

- 32.2 Support is available to employees as part of Launch Housing Employee Assistance Program (EAP) and policies, including the services of a qualified Counsellor.
- 32.3 Leave entitlement
- a. Employees, other than casual employees, are entitled to paid leave (pro rata) as outlined below. Casual employees are entitled to unpaid leave.
 - b. Employees who are trans or gender diverse and are considering or undergoing gender affirmation are entitled to take up to 10 days gender affirmation leave, which may be taken as part or full days. This entitlement is ten days total over their employment with Launch Housing
 - c. Leave may be taken for the purposes of attending medical appointments, legal appointments or proceedings, or other activities associated with the experience of gender affirmation. At its discretion, Launch Housing may require evidence that the leave is taken for the specified purpose, which may include, but is not limited to, a medical certificate, statutory declaration, and/or other written proof from a relevant service provider, such as a lawyer.
 - d. Gender affirmation leave does not accrue and is not paid out on termination.
- 32.4 Transition plan
- Employees are encouraged to develop a transition plan with their manager or HR, to ensure they receive appropriate workplace support. The transition plan may include information regarding leave arrangements; change of name, title, gender, and email address; agreed approach to communication with other employees regarding the gender affirmation; and any additional supports agreed with the employee.
- 32.5 Confidentiality
- The time of taking leave is by agreement, and requests may be made to an employee's immediate manager or directly to Human Resources. An employee is required to provide reasonable notice for taking leave. All personal information concerning gender affirmation will be kept confidential in line with Launch Housing policies and relevant legislation. No information will be kept on an employee's personnel file without their permission.

PART 6 – PAY AND RELATED MATTERS

33 Classifications

- 33.1 The definitions for the classification levels under this agreement are contained in Appendix D.
- 33.2 The Employer will advise an employee in writing of their classification upon commencement of employment and any subsequent changes to their classification.
- 33.3 Where an employee disputes that their position has been correctly classified in accordance with the classification descriptors in Appendix D, they may access the dispute resolution procedure at Clause 9 of this agreement, to have the matter addressed.

34 Progression

- 34.1 Launch Housing reviews employees performance against key performance indicators and expectations that have been discussed and shared with the employee/team. Following the annual review, employees other than casuals, will be eligible for an incremental progression from one pay point to the next within a level. Increments will be awarded when the employee:
- a. Has met established key performance indicators and demonstrated competency and satisfactory performance over a minimum period of 12 months at their current level
 - b. Has acquired and satisfactorily used new or enhanced skills within the ambit of the classification, as required by the employer
- 34.2 Movement to a higher classification will occur only by way of promotion or reclassification.

35 Payment of wages

- 35.1 Wages shall be paid fortnightly by electronic funds transfer.
- 35.2 Wages shall be paid not more than five days following the end of the pay period.
- 35.3 Upon termination of employment, wages due to an employee shall be paid by crediting the employees nominated bank account as soon as practical after termination protocols are met.
- 35.4 Where an employee makes a request in writing, Launch Housing may make a deduction from the employee's net pay.
- 35.5 On or prior to pay day Launch Housing shall provide a payslip to the employee with the total amount of wages to which they are entitled including overtime, details of any deductions made and the net amount being paid to the employees bank account and superannuation contribution.
- 35.6 An employee who is overpaid shall reach an agreement with Launch Housing on a process for repayment of the overpaid amount.

36 Higher duties payment

- 36.1 An employee who is formally appointed for one or more days to perform the duties of another employee for any fixed period on a higher classification shall receive a higher duties rate.
- 36.2 The higher duties rate will be equivalent to the starting point of the higher classification for roles covered by the Agreement.
- 36.3 The higher duties rate when acting as a manager will be at the starting point of the manager salary range.
- 36.4 Higher duties appointments shall be made at the manager's discretion

37 Allowances, travel and other expenses

37.1 Travel expenses

- a. When an employee is involved in travelling on duty or required to travel to a location other than their usual place of work if the employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, will be met by the employer on production of receipted account(s) or other evidence acceptable to the employer.
- b. Where an employee is called on duty at night or other than their normal hours or on any non-working day, they shall be reimbursed their fares, or, if using their own vehicle to travel between their home and place of work, shall receive a travelling allowance as set out in Appendix B.
- c. Launch Housing will adopt a risk assessment and mitigation plan to ensure that after-hours employees will be able to commence their journey home safely. Any reasonable and approved costs will be borne by the employer.
- d. 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 as prescribed by the ATO.
- e. An employee required to stay away from home overnight will be provided with or reimbursed for the cost of reasonable accommodation and meals. Reasonable proof of costs so incurred is to be provided to the employer by the employee.

37.2 First aid allowance

- a. An employee who holds a recognised current first aid qualification, and who is nominated by Launch Housing as a designated first aid officer, will be paid an allowance (pro-rata for part-time staff) as described in Appendix B.

37.3 Meal allowance

- a. An employee other than a casual will be supplied with an adequate meal or be paid a meal allowance as described in Appendix B, in addition to any overtime payment as follows:
 - i. When required to work more than one hour after the usual finishing time of ordinary hours or, in the case of shift workers, when the overtime work on any shift exceeds one hour.
 - ii. Where such overtime work exceeds four hours a further meal allowance will be paid.

37.4 Sleepover Allowance

- a. Where the Employer requires an employee to sleepover on the Employer's premises, for a period outside that of the employee's normal rostered hours of duty the employee shall be entitled to an amount as described in Appendix B for each sleepover period.
- b. This allowance shall be deemed to provide compensation for the sleepover and also to include compensation for one disruption up to one hour's duration.
- c. Any work necessarily performed by the employee in excess of one hour during their sleepover, or for second and subsequent disruptions shall attract the appropriate overtime payment as specified in Sub-Clause 19.8.a.
- d. An employee on sleepover will be provided with, or paid for, at least four

hours of work, contiguous with the sleepover period.

- e. The compensation payable for the hours on a sleepover, as outlined in 37.4.b, shall cover a continuous period of between eight and ten hours, as per the roster.

37.5 Industry related expenses

- a. Launch Housing acknowledges that during the course of their work staff may be exposed to unhygienic circumstances that will result in laundry and/or dry cleaning expense or that necessitates the replacement of clothing or footwear items should they be soiled beyond repair. Launch Housing will reimburse employees any reasonable expenses upon presentation of receipts for costs incurred in line with this clause.
- b. An employee who needs to go home to change clothes and/or shower as a result of exposure to unhygienic circumstances in the course of their work will be allowed to do so within working time without loss of pay. Approval to leave work must first be sought from the line manager.

38 Superannuation

38.1 Employer contributions

- a. Launch Housing will offer freedom of choice of superannuation funds to employees covered by this Agreement.
- b. Unless requested by a new employee to contribute to another recognised fund Launch Housing shall contribute to HESTA Superannuation.
- c. The Employer shall comply with all superannuation laws including the Superannuation Guarantee (Administration) Act 1993 (SG Act)..

38.2 Voluntary employee contributions

An employee may make additional voluntary contributions to their chosen fund 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 Industry Supervision legislation.

39 Accident make-up pay

39.1 Launch Housing shall pay an employee accident make-up payment where the employee receives an injury for which weekly payment of compensation is payable by or on behalf of the Employer pursuant to the provisions of the Workers' Compensation Act as amended from time to time.

39.2 Accident make-up payment means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the Workers' Compensation Act and the employee's appropriate ordinary rate, or, where the incapacity is for a lesser period than one week, the difference between the amount of compensation and their ordinary rate for that period.

39.3 For the purposes of this clause "ordinary rate of pay" means the employee's classification under this agreement and does not include overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses, and any other ancillary payments of a like nature.

39.4 Launch Housing shall pay accident make-up payment during the incapacity of the employee until such incapacity ceases or until the expiration of a period of 39 weeks from the date of injury

40 Salary increases

- 40.1 Salaries at Launch Housing will be increased according to the schedule of salary increases stipulated in Appendix A.
- 40.2 The first salary increase will be made in the first full pay period commencing on or after the operative date of this Agreement. Subsequent increases will apply from the first full pay period commencing on or after the dates set out in Appendix A.

41 Salary packaging

- 41.1 This clause does not apply to casual employees.
- 41.2 Subject to the extent allowable by the law, Launch Housing will provide employees covered by this agreement the option to salary package in accordance with legislation. Such provision shall be at no cost to Launch Housing.
- 41.3 The terms and conditions of such a package must not, when viewed objectively, be less favourable than the entitlements otherwise available under this Agreement.

42 Learning, training and development

- 42.1 Launch Housing is committed to supporting employees to develop their skills and knowledge and to enhance their future career opportunities with Launch Housing. Learning, training and development is primarily provided through induction, on the job/in the workplace development, via supervision/coaching and by attending formal in-house and external workshops or courses of study.
- 42.2 External Studies Assistance
 - a. Subject to operational requirements, assistance may be provided for employees to undertake studies approved by Launch. It would be expected that the approved study lead to a formal qualification that is of value to both the employee and Launch.
 - b. To be eligible for assistance employees must be permanent employees with a minimum of 12 months service.
 - c. Employees who meet Sub-Clause 41.2.b, may apply for study leave without loss of ordinary pay, up to 76 hours per calendar year (pro rata for part-time staff). Study leave may be approved for attending exams, lectures, exam and assignment preparation and other activities relevant to the study.
 - d. For studies that are approved under Sub-Clause 41.2.a, employees may also apply for up to \$500 per calendar year for reimbursement of fees. Reimbursement will only be made when proof of passing approved courses/units of study is presented.
 - e. Nothing in this clause prevents Launch providing a higher level of financial support.

43 Team and individual wellbeing

Launch Housing is committed to providing a great workplace culture and investing in team and personal development. Launch Housing will continue to provide budget to meet this commitment.

44 OH&S

Launch Housing is committed to providing and maintaining a safe and healthy physical and mental environment for the wellbeing of all employees and complies with all applicable [Occupational Health and Safety legislation](#).

All employees are expected to comply with actions taken by Launch Housing to comply with Occupational Health and Safety legislation.

45 Equal Employment Opportunity

Launch Housing places great emphasis on attracting and retaining the best people and is committed to providing a safe and productive work environment for all our employees.

Launch Housing is committed to providing a workplace that is free from harassment, bullying and discrimination and supports and fully complies with the [applicable legislation](#).

46 Workplace Relations Training Leave

46.1 Employees who are appointed union delegates will be entitled to up to five days training leave per year without loss of ordinary pay to attend a course which is accepted by Launch Housing to improving the skills and knowledge of the participant in the system of workplace relations.

A newly appointed union delegate who has completed the 5 days delegate induction training may request up to an additional 5 days training in their first year of appointment as a delegate.

46.2 Training content may include but is not necessarily limited to knowledge about the system of workplace relations including rights and obligations of Launch Housing employees, skills such as communication, negotiations, dispute resolution and grievance handling, bargaining and agreement making, research equity and discrimination and health and safety

46.3 Requests for leave are to be submitted by employees as early as practicable but not less than two weeks before commencement.

46.4 The taking of leave is by agreement with the Employer having regard to the employer's operational requirements;

46.5 Leave of absence granted pursuant to this clause shall count as service for all purposes of this agreement.


47

Covid-19 Supplement

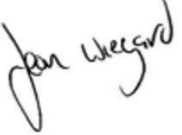
- 47.1 Launch Housing acknowledges the impact of the Covid-19 pandemic and commitment of staff to maintaining service delivery. On commencement of the Agreement, employees will receive a one-off, lump sum payment as follows:
- a. Full time staff - \$1500 (gross payment);
 - b. Part time staff - pro rata, based on their FTE as at date the agreement comes into effect.
 - c. Casual staff – pro rata based on an average of their FTE over the 12 week period immediately prior to commencement of the Agreement (average hours over the 12 week period immediately preceding the commencement of the Agreement).

SIGNATORIES TO THE AGREEMENT

Signed sealed and delivered by Launch Housing Limited (ABN 20 605 113 595) by:

Name	Jack Panton
Title	Acting Chief Executive Officer
Address	1A 68 Oxford Street, Collingwood, Victoria 3066
Signature	
Date	28 November 2022

Signed sealed and delivered by Australian Services Union (ABN 76 569 632 753) by:

Name	Leon Weigard
Title	Assistant Branch Secretary
Address	116 Queensbury St, Carlton South VIC 3053
Signature	
Date	05 December 2022

Appendix A – Salary increases schedule

In accordance with Clause 40 of this agreement, the rate of pay for an employee will be the applicable rate from the SCHADS Award plus:

Date	Increase
Start date of the Agreement	2% above award
1 July 2023	2.5% above award
1 July 2024	3% above award
1 July 2025	3% above award

Appendix B – Allowance rates

Allowances stipulated in this agreement (Part 4 - Clauses, 19.10 19.12 and Section 6 - Clause 36) will be increased in line with published SCHADS Award allowances or maintained at the level stated in the table below for allowances that are higher than the SCHADS Award rates. At the time of signing this agreement the applicable allowances and rates are:

Allowance Type	Rate
Meal Allowance	\$14.10
Travel Allowance	\$0.92 per km
First Aid Allowance (to appointed first aid officers)	\$18.01429 per week
On-call Allowance	\$21.57 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 \$42.72 in respect of any other 24-hour period or part thereof, or any public holiday or part thereof
Sleepover Allowance	\$80

Appendix C – Special arrangements

These special arrangements address conditions of employment that are contained in employee contracts or previous agreements that are agreed to be quarantined to the specific employees as at the date that this agreement becomes effective.

1. Relating to Clause 14 - Redundancy

Severance Payments

- a. Notwithstanding the provisions of Clause 14 – Redundancy, where a previous HomeGround employee would be entitled to 21 or more weeks redundancy pay at the time of signing this Agreement, then their current entitlement will be preserved should they be made redundant in the future. Eligible employees will receive a letter confirming their grandfathered arrangement once the EA is approved by the Fair Work Commission.

2. Relating to legacy allowances for supervisors

- a. Individual staff who are classified at SCHCADS 6 and currently have either a vehicle allowance or on-call incentive allowance will retain that allowance (pro-rata for part timers) while they remain in a SCHCADS 6 classified position.
- b. To continue to receive the on-call incentive the employee must remain on the on-call roster and meet the on-call requirements as stipulated in the on-call policy/procedure.

Appendix D – Classification Descriptors

Schedule B - Classification Definitions
iii. Social and Community Services Employees

Schedule C - Classification Definitions
iv. Crisis Accommodation Employees

Classification Descriptors Social and Community Services Employees

B.1 Social and community services employee level 1

B.1.1 Characteristics of the level

(a) A person employed as a Social and community services employee level 1 works under close direction and undertakes routine activities which require the practical application of basic skills and techniques. They may include the initial recruit who may have limited relevant experience.

(b) General features of work in this level consist of performing clearly defined activities with outcomes being readily attainable. Employees' duties at this level will be closely monitored with instruction and assistance being readily available.

(c) Freedom to act is limited by standards and procedures. However, with experience, employees at this level may have sufficient freedom to exercise judgment in the planning of their own work within those confines.

(d) Positions at this level will involve employees in extensive on-the-job training including familiarisation with the goals and objectives of the workplace.

(e) Employees will be responsible for the time management of their work and required to use basic numeracy, written and verbal communication skills, and where relevant, skills required to assist with personal care and lifestyle support.

(f) Supervision of other staff or volunteers is not a feature at this level. However, an experienced employee may have technical oversight of a minor work activity.

(g) At this level, employers are expected to offer substantial internal and/or external training.

B.1.2 Responsibilities

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

- (a)** undertake routine activities of a clerical and/or support nature;
- (b)** undertake straightforward operation of keyboard equipment including data input and word processing at a basic level;
- (c)** provide routine information including general reception and telephonist duties;
- (d)** provide general stenographic duties;
- (e)** apply established practices and procedures;
- (f)** undertake routine office duties involving filing, recording, checking and batching of accounts, invoices, orders, stores requisitions and maintenance of an existing records system;
- (g)** resident contact and interaction including attending to their personal care or undertaking generic domestic duties under direct or routine supervision and either individually or as part of a team as part of the delivery of disability services;
- (h)** preparation of the full range of domestic duties including cleaning and food service, assistance to residents in carrying out personal care tasks under general supervision either individually or as part of a team as part of the delivery of disability services.

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

B.1.3 Requirements of the position

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

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

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

(b) Organisational relationships

Work under direct supervision.

(c) Extent of authority

- (i)** Work outcomes are clearly monitored.
- (ii)** Freedom to act is limited by standards and procedures.
- (iii)** Solutions to problems are found in established procedures and instructions with assistance readily available.
- (iv)** Project completion according to instructions and established procedures.
- (v)** No scope for interpretation.

(d) Progression

An employee primarily engaged in responsibilities which are prescribed by B.1.2(g) will, if full-time, progress to pay point 2 on completion of 12 months' industry experience, or if part-time, on completion of 1976 hours of industry experience. **Industry experience** means 12 months of relevant experience gained over the previous 3 years.

B.2 Social and community services employee level 2

B.2.1 Characteristics of the level

- (a)** A person employed as a Social and community services employee level 2 will work under general guidance within clearly defined guidelines and undertake a range of activities requiring the application of acquired skills and knowledge.
- (b)** General features at this level consist of performing functions which are defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practices and procedures. Assistance will be readily available. Employees may be responsible for a minor function and/or may contribute specific knowledge and/or specific skills to the work of the organisation. In addition, employees may be required to assist senior workers with specific projects.
- (c)** Employees will be expected to have an understanding of 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.
- (d)** Employees will be responsible for managing time, planning and organising their own work and may be required to oversee and/or guide the work of a limited number of lower classified employees or volunteers. Employees at this level could be required to resolve minor work procedural issues in the relevant work area within established constraints.
- (e)** Employees who have completed an appropriate certificate and are required to undertake work related to that certificate will be appointed to this level. Where the

appropriate certificate is a level 4 certificate the minimum rate of pay will be pay point 2.

(f) Employees who have completed an appropriate diploma and are required to undertake work related to the diploma will commence at the second pay point of this level and will advance after 12 full-time equivalent months' satisfactory service.

B.2.2 Responsibilities

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

(a) undertake a range of activities requiring the application of established work procedures and may exercise limited initiative and/or judgment within clearly established procedures and/or guidelines;

(b) achieve outcomes which are clearly defined;

(c) respond to enquiries;

(d) assist senior employees with special projects;

(e) prepare cash payment summaries, banking reports and bank statements, post journals to ledger etc. and apply purchasing and inventory control requirements;

(f) perform elementary tasks within a community service program requiring knowledge of established work practices and procedures relevant to the work area;

(g) provide secretarial support requiring the exercise of sound judgment, initiative, confidentiality and sensitivity in the performance of work;

(h) perform tasks of a sensitive nature including the provision of more than routine information, the receiving and accounting for moneys and assistance to clients;

(i) assist in calculating and maintaining wage and salary records;

(j) assist with administrative functions;

(k) implementing client skills and activities programmes under limited supervision either individually or as part of a team as part of the delivery of disability services;

(l) supervising or providing a wide range of personal care services to residents under limited supervision either individually or as part of a team as part of the delivery of disability services;

(m) assisting in the development or implementation of resident care plans or the planning, cooking or preparation of the full range of meals under limited supervision either individually or as part of a team as part of the delivery of disability services;

(n) possessing an appropriate qualification (as identified by the employer) at the level of certificate 4 or above and supervising the work of others (including work allocation, rostering and providing guidance) as part of the delivery of disability services as described above or in subclause B.1.2.

B.2.3 Requirements of the position

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

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

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

(b) Prerequisites

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

(c) Organisational relationships

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

(d) Extent of authority

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

B.3 Social and community services employee level 3

B.3.1 Characteristics of this level

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

B.3.2 Responsibilities

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

- (a)** undertake responsibility for various activities in a specialised area;
- (b)** exercise responsibility for a function within the organisation;
- (c)** allow the scope for exercising initiative in the application of established work procedures;

- (d)** assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of such an employee within the workplace;
- (e)** provide secretarial and/or administrative support requiring a high degree of judgment, initiative, confidentiality and sensitivity in the performance of work;
- (f)** assist with or provide a range of records management services, however the responsibility for the records management service would not rest with the employee;
- (g)** proficient in the operation of the computer to enable modification and/or correction of computer software systems or packages and/or identification problems. This level could include systems administrators in small to medium sized organisations whose responsibility includes the security/integrity of the system;
- (h)** apply computing programming knowledge and skills in systems development, maintenance and implementation under direction of a senior employee;
- (i)** supervise a limited number of lower classified employees or volunteers;
- (j)** allow the scope for exercising initiative in the application of established work procedures;
- (k)** deliver single stream training programs;
- (l)** co-ordinate elementary service programs;
- (m)** provide assistance to senior employees;
- (n)** where prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
 - (i)** undertake some minor phase of a broad or more complex assignment;
 - (ii)** perform duties of a specialised nature;
 - (iii)** provide a range of information services;
 - (iv)** plan and co-ordinate elementary community-based projects or programs;
 - (v)** perform moderately complex functions including social planning, demographic analysis, survey design and analysis.
- (o)** in the delivery of disability services as described in subclauses B.1.2 or B.2.2, taking overall responsibility for the personal care of residents; training, co-ordinating and supervising other employees and scheduling work programmes; and assisting in liaison and co-ordination with other services and programmes.

B.3.3 Requirements of the job

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

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

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

(b) Prerequisites

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

(c) Organisational relationships

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

(d) Extent of authority

- (i) graduates receive instructions on the broader aspects of the work;
- (ii) freedom to act within defined established practices;
- (iii) problems can usually be solved by reference to procedures, documented methods and instructions. Assistance is available when problems occur.

B.4 Social and community services employee level 4

B.4.1 Characteristics of this level

(a) A person employed as a Social and community services employee level 4 will work under general direction in functions that require the application of skills and knowledge appropriate to the work. Generally guidelines and work procedures are established.

(b) General features at this level require the application of knowledge and skills which are gained through qualifications and/or previous experience in a discipline. Employees will be expected to contribute knowledge in establishing procedures in the appropriate work-related field. In addition, employees at this level may be required to supervise various functions within a work area or activities of a complex nature.

(c) Positions may involve a range of work functions which could contain a substantial component of supervision. Employees may also be required to provide specialist expertise or advice in their relevant discipline.

(d) Work at this level requires a sound knowledge of program, activity, operational policy or service aspects of the work performed with a function or a number of work areas.

(e) Employees require skills in managing time, setting priorities, planning and organising their own work and that of lower classified staff and/or volunteers where supervision is a component of the position, to achieve specific objectives.

(f) Employees will be expected to set outcomes and further develop work methods where general work procedures are not defined.

B.4.2 Responsibilities

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

(a) undertake activities which may require the employee to exercise judgment and/or contribute critical knowledge and skills where procedures are not clearly defined;

(b) perform duties of a specialised nature requiring the development of expertise over time or previous knowledge;

(c) identification of specific or desired performance outcomes;

(d) contribute to interpretation and administration of areas of work for which there are no clearly established procedures;

(e) expected to set outcomes and further develop work methods where general work procedures are not defined and could exercise judgment and contribute critical knowledge and skills where procedures are not clearly defined;

(f) although still under general direction, there is greater scope to contribute to the development of work methods and the setting of outcomes. However, these must be within the clear objectives of the organisation and within budgetary constraints;

(g) provide administrative support of a complex nature to senior employees;

- (h)** exercise responsibility for various functions within a work area;
- (i)** provide assistance on grant applications including basic research or collection of data;
- (j)** undertake a wide range of activities associated with program activity or service delivery;
- (k)** develop, control and administer a records management service for the receipt, custody, control, preservation and retrieval of records and related material;
- (l)** undertake computer operations requiring technical expertise and experience and may exercise initiative and judgment in the application of established procedures and practices;
- (m)** apply computer programming knowledge and skills in systems development, maintenance and implementation;
- (n)** provide a reference and research information service and technical service including the facility to understand and develop technologically based systems;
- (o)** where the prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
 - (i)** liaise with other professionals at a technical/professional level;
 - (ii)** discuss techniques, procedures and/or results with clients on straight forward matters;
 - (iii)** lead a team within a specialised project;
 - (iv)** provide a reference, research and/or technical information service;
 - (v)** carry out a variety of activities in the organisation requiring initiative and judgment in the selection and application of established principles, techniques and methods;
 - (vi)** perform a range of planning functions which may require exercising knowledge of statutory and legal requirements;
 - (vii)** assist senior employees with the planning and co-ordination of a community program of a complex nature.

B.4.3 Requirements of the position

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

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

- (i)** knowledge of statutory requirements relevant to work;

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

(b) Prerequisites

- (i) relevant four year degree with one years relevant experience;
 - (ii) three year degree with two years of relevant experience;
 - (iii) associate diploma with relevant experience;
 - (iv) lesser formal qualifications with substantial years of relevant experience; or
 - (v) attained through previous appointments, service and/or study, an equivalent level of expertise and experience to undertake a range of activities,
- (c) Employees undertaking specialised services will be promoted to this level once they have had the appropriate experience and undertake work related to the responsibilities under this level.
- (d) Employees working as sole employees will commence at this level.

(e) Organisational relationships

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

(f) Extent of authority

- (i) required to set outcomes within defined constraints;
- (ii) provides specialist technical advice;
- (iii) freedom to act governed by clear objectives and/or budget constraints which may involve the contribution of knowledge in establishing procedures within the clear objectives and/or budget constraints where there are no defined established practices;
- (iv) solutions to problems generally found in precedents, guidelines or instructions;

(v) assistance usually available.

B.5 Social and community services employee level 5

B.5.1 Characteristics of the level

(a) A person employed as a Social and community services employee level 5 will work under general direction from senior employees. Employees undertake a range of functions requiring the application of a high level of knowledge and skills to achieve results in line with the organisation's goals.

(b) Employees adhere to established work practices. However, they may be required to exercise initiative and judgment where practices and direction are not clearly defined.

(c) General features at this level indicate involvement in establishing organisation programs and procedures. Positions will include a range of work functions and may involve supervision. Work may span more than one discipline. In addition, employees at this level may be required to assist in the preparation of, or prepare the organisation's budget. Employees at this level will be required to provide expert advice to employees classified at a lower level and volunteers.

(d) Positions at this level demand the application of knowledge which is gained through qualifications and/or previous experience. In addition, employees will be required to set priorities and monitor work flows in their area of responsibility which may include establishing work programs in small organisations.

(e) Employees are required to set priorities, plan and organise their own work and that of lower classified staff and/or volunteers and establish the most appropriate operational methods for the organisation. In addition, interpersonal skills are required to gain the co-operation of clients and staff.

(f) Employees responsible for projects and/or functions will be required to establish outcomes to achieve organisation goals. Specialists may be required to provide multi-disciplinary advice.

B.5.2 Responsibilities

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

(a) responsibility for a range of functions within the organisation requiring a high level of knowledge and skills;

(b) undertake responsibility for a moderately complex project, including planning, co-ordination, implementation and administration;

(c) undertake a minor phase of a broader or more complex professional assignment;

(d) assist with the preparation of or prepare organisation or program budgets in liaison with management;

- (e)** set priorities and monitor work flow in the areas of responsibility;
- (f)** provide expert advice to employees classified at lower levels and/or volunteers;
- (g)** exercise judgment and initiative where procedures are not clearly defined;
- (h)** understanding of all areas of computer operation to enable the provision of advice and assistance when non-standard procedures/processes are required;
- (i)** monitor and interpret legislation, regulations and other agreements relating to occupational health and safety, workers compensation and rehabilitation;
- (j)** undertake analysis/design for the development and maintenance of projects and/or undertake programming in specialist areas. May exercise responsibility for a specialised area of computing operation
- (k)** undertake publicity assignments within the framework of the organisation's publicity and promotions program. Such assignments would be of limited scope and complexity but would involve the co-ordination of facets of the total program including media liaison, design and layout of publications/displays and editing;
- (l)** operate as a specialist employee in the relevant discipline where decisions made and taken rest with the employee with no reference to a senior employee;
- (m)** undertake duties that require knowledge of procedures, guidelines and/or statutory requirements relevant to the organisation;
- (n)** plan, co-ordinate, implement and administer the activities and policies including preparation of budget;
- (o)** develop, plan and supervise the implementation of educational and/or developmental programs for clients;
- (p)** plan, co-ordinate and administer the operation of a multi-functional service including financial management and reporting;
- (q)** where the prime responsibility lies in professional services, employees at this level would undertake at least some of the following:
 - (i)** under general direction undertake a variety of tasks of a specialised and/or detailed nature;
 - (ii)** exercise professional judgment within prescribed areas;
 - (iii)** carry out planning, studies or research for particular projects including aspects of design, formulation of policy, implementation of procedures and presentation;
 - (iv)** provide reports on progress of program activities including recommendations;

(v) exercise a high level of interpersonal skills in dealing with the public and other organisations;

(vi) plan, develop and operate a community service organisation of a moderately complex nature.

B.5.3 Requirements of the position

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

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

(i) knowledge of organisational programs, policies and activities;

(ii) sound discipline knowledge gained through experience;

(iii) knowledge of the role of the organisation, its structure and services.

(b) Prerequisites

(i) relevant degree with relevant experience;

(ii) associate diploma with substantial experience;

(iii) qualifications in more than one discipline;

(iv) less formal qualifications with specialised skills sufficient to perform at this level; or

(v) attained through previous appointments, service and/or study an equivalent level of experience and expertise to undertake the range of activities required.

(c) Organisational relationships

(i) work under general direction;

(ii) supervise other employees and/or volunteers.

(d) Extent of authority

(i) exercise a degree of autonomy;

(ii) control projects and/or programs;

(iii) set outcomes for lower classified staff;

(iv) establish priorities and monitor work flow in areas of responsibility;

(v) solutions to problems can generally be found in documented techniques,

precedents and guidelines or instructions. Assistance is available when required.

B.6 Social and community services employee level 6

B.6.1 Characteristics of the level

(a) A person employed as a Social and community services employee level 6 will operate under limited direction from senior employees or management and undertake a range of functions for which operational policies, practices and guidelines may need to be developed.

(b) General features at this level allow employees the scope to influence the operational activities of the organisation and would require employees to be involved with establishing operational procedures which impact upon the organisation and/or the sections of the community served by it. Employees at this level will be expected to contribute to management of the organisation, assist or prepare budgets, establish procedures and work practices. Employees will be involved in the formation of programs and work practices and will be required to provide assistance and/or expert advice to other employees. Employees may be required to negotiate matters on behalf of the organisation.

(c) Positions at this level will require responsibility for decision-making in the particular work area and the provision of expert advice. Employees will be required to provide consultation and assistance relevant to the workplace. Employees will be required to set outcomes for the work areas for which they are responsible so as to achieve the objectives of the organisation. They may be required to undertake the control and co-ordination of a program, project and/or significant work area. Employees require a good understanding of the long term goals of the organisation.

(d) Employees may exercise managerial responsibility, work independently as specialists or may be a senior member of a single discipline project team or provide specialist support to a range of programs or activities. Positions at this level may be identified by: impact of activities undertaken or achievement of stated outcomes or objectives for the workplace; the level of responsibility for decision-making; the exercise of judgment; delegated authority; and the provision of expert advice.

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

B.6.2 Responsibilities

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

(a) undertake significant projects and/or functions involving the use of analytical

skills;

(b) undertake managerial or specialised functions under a wide range of conditions to achieve results in line with organisation goals;

(c) exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single or multi-specialist operation;

(d) undertake a range of duties within the work area, including develop work practices and procedures; problem definition, planning and the exercise of judgment; provide advice on policy matters and contribute to their development;

(e) negotiate on matters of significance within the organisation with other bodies and/or members of the public;

(f) provide advice on matters of complexity within the work area and/or specialised area;

(g) control and co-ordinate a work area or a larger organisation within budgetary constraints;

(h) exercise autonomy in establishing the operation of the work area;

(i) provide a consultancy service for a range of activities and/or to a wide range of clients;

(j) where the prime responsibility lies in a specialised field an employee at this level would undertake at least some of the following:

(i) provide support to a range of activities or programs;

(ii) control and co-ordinate projects;

(iii) contribute to the development of new procedures and methodology;

(iv) provide expert advice and assistance relevant to the work area;

(v) supervise/manage the operation of a work area and monitor work outcomes;

(vi) supervise on occasions other specialised staff;

(vii) supervise/manage the operation of a discrete element which is part of a larger organisation;

(viii) provide consultancy services for a range of activities.

B.6.3 Requirements of the position

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

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

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

(b) Prerequisites

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

(c) Organisational relationships

- (i)** works under limited direction from senior employees of the Committee of Management or Board;
- (ii)** supervision of staff.

(d) Extent of authority

- (i)** exercise a degree of autonomy;
- (ii)** may manage a work area or medium to large organisation or multi-worksite organisation;

(iii) has significant delegated authority;

(iv) selection of methods and techniques based on sound judgment;

(v) manage significant projects and/or functions;

(vi) solutions to problems can generally be found in documented techniques, precedents, or instructions. Advice available on complex or unusual matters.

B.7 Social and community services employee level 7

B.7.1 Characteristics of the level

(a) A person employed as a Community services employee level 7 will operate under limited direction and exercise managerial responsibility for various functions within a section and/or organisation or operate as a specialist, a member of a specialised professional team or independently.

(b) General features at this level require employees' involvement in establishing operational procedures which impact on activities undertaken and outcomes achieved by the organisation and/or activities undertaken by sections of the community served by the organisation.

(c) Employees are involved in the formation/establishment of programs, the procedures and work practices within the organisation and will be required to provide assistance to other employees and/or sections.

(d) Positions at this level will demand responsibility for decision-making and the provision of expert advice to other areas of the organisation. Employees would be expected to undertake the control and co-ordination of the organisation and major work initiatives. Employees require a good understanding of the long term goals of the organisation.

(e) In addition, positions at this level may be identified by the level of responsibility for decision-making, the exercise of judgment and delegated authority and the provision of expert advice.

(f) The management of staff is normally a feature at this level. Employees are required to set outcomes in relation to the organisation and may be required to negotiate matters on behalf of the organisation.

B.7.2 Responsibilities

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

(a) undertake managerial or specialised functions under a wide range of conditions to achieve results in line with divisional/corporate goals;

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

B.7.3 Requirements of the position

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

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

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

(b) Organisational relationships

(i) works under limited direction;

(ii) normally supervises other employees and establishes and monitors work outcomes.

(c) Extent of authority

(i) may manage section or organisation;

(ii) has significant delegated authority;

(iii) selection of methods and techniques based on sound judgment (guidance not always readily available within the organisation). Decisions and actions taken at this level may have significant effect on program/project/work areas being managed.

C.1 Crisis accommodation employee level 1

C.1.1 Characteristics of this level

(a) A person employed as a Crisis accommodation employee level 1 will work under general direction in the application of procedures, methods and guidelines that are well established. They would have obtained organisation or industry specific knowledge sufficient for them to give advice and/or information.

(a) General features of this level involve solving problems of limited difficulty using knowledge, judgment and work organisational skills acquired through qualifications and/or previous work experience. Assistance is available from senior employees.

(b) Positions at this level allow employees the scope for exercising initiative in the application of established work procedures and may require the employee to establish goals/objectives and outcomes for their own particular work program or project.

(c) Employees will be responsible for managing and planning their own work.

(d) Those with supervisory responsibilities should have a basic knowledge of the principles of human resource management and be able to assist subordinate staff or volunteers with on-the-job training. They may be required to supervise more than one component of the work program of the organisation.

(e) Graduates with a four year degree that undertake work related to the responsibilities under this level will commence at no lower than pay point 4.

C.1.2 Responsibilities

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

(a) undertake responsibility for various activities in a specialised area;

(b) exercise responsibility for a function within the organisation;

(c) allow the scope for exercising initiative in the application of established work procedures;

(d) assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of such an employee within the workplace;

(e) assist with or provide a range of records management services, however the responsibility for the records management service would not rest with the employee;

(f) proficient in the operation of the computer to enable modification and/or correction of computer software systems or packages and/or identification of problems;

(g) apply computing programming knowledge and skills in systems development, maintenance and implementation under direction of a senior employee;

- (h)** supervise a limited number of volunteers;
- (i)** allow the scope for exercising initiative in the application of established work procedures;
- (j)** implement elementary service programs;
- (k)** provide assistance to senior employees;
- (l)** where prime responsibility lies in a specialised field, employees at this level will undertake at least some of the following:
 - (i)** undertake some minor phase of a broad or more complex assignment;
 - (ii)** perform duties of a specialised nature;
 - (iii)** provide a range of information services;
 - (iv)** plan and implement elementary community-based projects or programs;
 - (v)** perform moderately complex functions including social planning, demographic analysis, survey design and analysis.

C.1.3 Requirements of the position

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

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

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

(b) Prerequisites

- (i)** entry level for graduates with a relevant three year degree that undertake work related to the responsibilities under this level—pay point 3;
- (ii)** entry level for graduates with a relevant four year degree that undertake work related to the responsibilities under this level—pay point 4;
- (iii)** associate diploma with experience;

(iv) Advanced Certificate in Community Services with experience or its equivalent; or

(v) attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required.

(c) Organisational relationships

(i) works under general direction;

(ii) operate as a member of a team;

(iii) supervision of volunteers.

(d) Extent of authority

(i) receive instructions on the broader aspects of the work;

(ii) freedom to act within defined established practices; that is, freedom to arrange work in a manner the employee feels most comfortable with provided there is no change to defined established work practices;

(iii) may set outcomes or objectives for specific projects;

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

C.2 Crisis accommodation employee level 2

C.2.1 Characteristics of this level

(a) A person employed as a Crisis accommodation employee level 2 will work under general direction in functions that require the application of skills and knowledge appropriate to the work. Generally guidelines and work procedures are established.

(b) General features at this level require the application of knowledge and skills, which are gained through qualifications and/or previous experience in a discipline. Employees will be expected to contribute knowledge in establishing procedures in the appropriate work related field. In addition, employees at this level may be required to supervise various functions within a work area or activities of a complex nature.

(c) Positions may involve a range of work functions, which could contain a substantial component of supervision. Employees may also be required to provide specialist expertise or advice in their relevant discipline.

(d) Work at this level requires a sound knowledge of program, activity, operational policy or service aspects of the work performed within a function or a number of work areas.

(e) Employees require skills in managing time, setting priorities, planning and organising their own work and that of lower classified staff and/or volunteers where supervision is a component of the position, to achieve specific objectives.

(f) Employees will be expected to set outcomes and further develop work methods where general work procedures are not defined.

C.2.2 Responsibilities

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

(a) undertake activities which may require the employee to exercise judgment and/or contribute critical knowledge and skills where procedures are not clearly defined;

(b) perform duties of a specialised nature requiring the development of expertise over time or previous knowledge;

(c) identification of specific or desired performance outcomes;

(d) contribute to interpretation and administration of areas of work for which there are no clearly established procedures;

(e) expected to set outcomes and further develop work methods where general work procedures are not defined and could exercise judgment and contribute critical knowledge and skills where procedures are not clearly defined;

(f) although still under general direction, there is a greater scope to contribute to the development of work methods and the setting of outcomes. However, these must be within the clear objectives of the organisation and within budgetary constraints;

(g) provide administrative support of a complex nature to senior employees;

(h) exercise responsibility for various functions within a work area;

(i) provide assistance to a more senior employee in planning, co-ordinating, implementing and administering the activities and policies including preparation of budgets;

(j) provide assistance on grant applications including basic research or collection of data;

(k) undertake a wide range of activities and policies including preparation of budgets;

(l) case manage clients under supervision;

(m) develop, control and administer a records management service for the receipt, custody, control, preservation and retrieval of records and related material;

(n) undertake computer operations requiring technical expertise and experience and may exercise initiative and judgment in the application of established procedures and practices;

- (o)** apply computer programming knowledge and skills in systems development, maintenance and implementation;
- (p)** provide a reference and research information service and technical service including the facility to understand and develop technologically based systems;
- (q)** where the prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
 - (i)** liaise with other professionals at a technical/professional level;
 - (ii)** discuss techniques, procedures and/or results with clients on straight forward matters;
 - (iii)** lead a team within a specialised project;
 - (iv)** provide a reference, research and/or technical information service;
 - (v)** carry out a variety of activities in the organisation requiring initiative and judgment in the selection and application of established principles, techniques and methods;
 - (vi)** perform a range of planning functions which may require exercising knowledge of statutory and legal requirements;
 - (vii)** assist senior employees with the planning and co-ordination of a community program of a complex nature.

C.2.3 Requirements of the position

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

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

- (i)** knowledge of statutory requirements relevant to work;
- (ii)** knowledge of organisation policies and activities;
- (iii)** knowledge of the role of the organisation and its services and/or functions;
- (iv)** specialists require an understanding of the underlying principles in the discipline;
- (v)** sound discipline knowledge gained through previous experience, training or education.

(b) Prerequisites

- (i)** relevant four year degree with two years relevant experience;

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

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

(d) employees working as sole employees will commence no lower than this level.

(e) Organisational relationships

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

(f) Extent of authority

- (i) required to set outcomes within defined constraints;
- (ii) provides specialist technical advice;
- (iii) freedom to act governed by clear objectives and/or budget constraints which may involve the contribution of knowledge in establishing procedures within the clear objectives and/or budget constraints where there are no defined established practices;
- (iv) solutions to problems generally found in precedents, guidelines or instructions. Assistance usually available.

C.3 Crisis accommodation employee level 3

C.3.1 Characteristics of the level

(a) A person employed as a Crisis accommodation employee level 3 will work under general direction from senior employees. Employees undertake a range of functions requiring the application of a high level of knowledge and skills to achieve results in line with the organisation's goals.

(b) Employees adhere to established work practices. However, they may be required to exercise initiative and judgment where practices and direction are not clearly defined.

(c) General features at this level indicate involvement in establishing organisation programs and procedures. Positions will include a range of work functions and may

involve supervision. Work may span more than one discipline. In addition, employees at this level may be required to assist in the preparation of, or prepare the organisation's budget. Employees at this level will be required to provide expert advice to employees classified at a lower level and volunteers.

(d) Positions at this level demand the application of knowledge, which is gained through qualifications and/or previous experience. In addition, employees will be required to set priorities and monitor work flows in their area of responsibility.

(e) Employees are required to set priorities, plan and organise their own work and that of lower classified staff and/or volunteers and establish the most appropriate operational methods for the organisation. In addition, interpersonal skills are required to gain the co-operation of clients and staff.

(f) Employees responsible for projects and/or functions will be required to establish outcomes to achieve organisation goals. Specialists may be required to provide multi-disciplinary advice.

C.3.2 Responsibilities

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

(a) responsibility for a range of functions within the organisation requiring a high level of knowledge and skills;

(b) undertake responsibility for a complex project, including planning, co-ordination, implementation and administration;

(c) assist with the preparation of or prepare organisation or program budgets;

(d) set priorities and monitor work flow in the areas of responsibility;

(e) provide expert advice to employees classified at lower levels and/or volunteers;

(f) exercise judgment and initiative where procedures are not clearly defined;

(g) understanding of all areas of computer operation to enable the provision of advice and assistance when non-standard procedures/processes are required;

(h) monitor and interpret legislation, regulations and other agreements relating to occupational health and safety, workers compensation and rehabilitation;

(i) undertake analysis/design for the development and maintenance of projects and/or undertake programming in specialist areas. May exercise responsibility for a specialised area of computing operation;

(j) undertake publicity assignments within the framework of the organisation's publicity and promotions program. Such assignments would be of limited scope and complexity but would involve the co-ordination of facets of the total program including media liaison, design and layout of publications/displays and editing;

- (k)** operate as a specialist employee in the relevant discipline where decisions made and taken rest with the employee with no reference to a senior employee;
- (l)** undertake duties that require knowledge of procedures, guidelines and/or statutory requirements relevant to the organisation;
- (m)** plan, co-ordinate, implement and administer the activities and policies which may include preparation of budget;
- (n)** develop, plan and supervise the implementation of educational and/or developmental programs for clients or community;
- (o)** case management of clients.

C.3.3 Requirements of the position

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

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

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

(b) Prerequisites

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

(c) Organisational relationships

Supervise other employees and/or volunteers.

(d) Extent of authority

- (i)** exercise a degree of autonomy;

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

C.4 Crisis accommodation employee level 4

C.4.1 Characteristics of the level

(a) A person employed as a Crisis accommodation employee level 4 will operate under limited direction from senior employees or management and undertake a range of functions for which operational policies, practices and guidelines may need to be developed.

(b) General features at this level allow employees the scope to influence the operational activities of the organisation and would require employees to be involved with establishing operational procedures which impact upon the organisation and/or the sections of the community served by it. Employees at this level will be expected to contribute to management of the organisation or a section thereof, assist or prepare budgets, establish procedures and work practices. Employees will be involved in the formation of programs and work practices and will be required to provide assistance and/or expert advice to other employees. Employees may be required to negotiate matters on behalf of the organisation.

(c) Positions at this level will require responsibility for decision-making in the particular work area and the provision of expert advice. Employees will be required to provide consultation and assistance relevant to the workplace. Employees will be required to set outcomes for the work areas for which they are responsible so as to achieve the objectives of the organisation. They may be required to undertake the control and co-ordination of a program, project and/or significant work area. Employees require a good understanding of the long term goals of the organisation.

(d) Employees may exercise managerial responsibility, work independently as specialists or may be a senior member of a single discipline project team or provide specialist support to a range of programs or activities. Positions at this level may be identified by impact of activities undertaken or achievement of stated outcomes or objectives for the workplace; the level of responsibility for decision-making; the exercise of judgment; delegated authority; and the provision of expert advice.

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

(f) Graduates required to perform duties relevant to their qualification and undertake work related to the responsibilities under this level will commence at no lower than pay point 2.

C.4.2 Responsibilities

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

(a) undertake significant projects and/or functions involving the use of analytical skills;

(b) undertake managerial or specialised functions under a wide range of conditions to achieve results in line with organisation goals;

(c) exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single or multi-specialist operation; provide advice on matters of complexity within the work area and/or specialised area;

(d) undertake a range of duties within the work area, including develop work practices and procedures; problem definition, planning and the exercise of judgment; provide advice on policy matters and contribute to their development;

(e) negotiate on matters of significance within the organisation with other bodies and/or members of the public;

(f) control and co-ordinate a work area or a larger organisation within budgetary constraints;

(g) exercise autonomy in establishing the operation of the work area;

(h) plan, co-ordinate and administer the operation of a multi-functional service including financial management and reporting;

(i) provide a consultancy service for a range of activities and/or to a wide range of clients;

(j) where the prime responsibility lies in a specialised field an employee at this level would undertake at least some of the following:

(i) provide support to a range of activities or programs;

(ii) control and co-ordinate projects;

(iii) contribute to the development of new procedures and methodology;

(iv) provide expert advice and assistance relevant to the work area;

(v) supervise/manage the operation of a work area and monitor work outcomes;

(vi) supervise on occasions other specialised staff;

(vii) supervise/manage the operation of a discrete element which is part of a larger organisation;

(viii) provide consultancy services for a range of activities.

C.4.3 Requirements of the position

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

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

(i) comprehensive knowledge of organisation policies and procedures;

(ii) specialist skills and/or supervision/management abilities exercised within a multi-disciplinary or major single function operation;

(iii) specialist knowledge gained through experience, training or education;

(iv) appreciation of the long term goals of the organisation;

(v) detailed knowledge of program activities and work practices relevant to the work area;

(vi) knowledge of organisation structures and functions;

(vii) comprehensive knowledge of requirements relevant to the discipline.

(b) Prerequisites

(i) degree with substantial experience;

(ii) post graduate qualification;

(iii) associate diploma with substantial experience; or

(iv) attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties required at this level.

(c) Organisational relationships

(i) works under limited direction from senior employees of the Committee of Management or Board;

(ii) manage a work area or medium to large organisation or multi-worksite organisation;

(d) Extent of authority

(i) exercise a degree of autonomy;

(ii) may manage a work area or medium to large organisation or multi-worksite organisation;

(iii) has significant delegated authority; selection of methods and techniques based on sound judgment;

(iv) manage significant projects and/or functions;

(v) solutions to problems can generally be found in documented techniques, precedents, or instructions; advice available on complex or unusual matters.