

DECISION

Fair Work Act 2009 s.185—Enterprise agreement

Mission Australia

(AG2011/10881)

MISSION AUSTRALIA COMMUNITY SERVICES ENTERPRISE AGREEMENT 2011-2014

Social, community, home care and disability services

COMMISSIONER MCKENNA

SYDNEY, 9 AUGUST 2011

Application for approval of the Mission Australia Community Services Enterprise Agreement 2011-2014.

- [1] An application has been made for the approval of an enterprise agreement known as the *Mission Australia Community Services Enterprise Agreement 2011-2014* ("the Agreement"). The application also included a number of conditional terminations of Australian Workplace Agreements, contingent on the approval of the Agreement. The application was made pursuant to s.185 of the *Fair Work Act 2009* ("the Act"). The application has been made by Mission Australia. The Agreement is a single-enterprise agreement. I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act relevant to this application for approval has been met.
- [2] The following organisations have given notice that they wish to be covered by the Agreement: Australian Municipal, Administrative, Clerical and Services Union; Independent Education Union of Australia; Health Services Union; Australian Nursing Federation; Australian Workers' Union of Employees, Queensland; United Voice; CFMEU; and Queensland Nurses' Union of Employees. In accordance with s.201(2) of the Act, I note the Agreement covers these organisations.
- [3] The Agreement is approved and, in accordance with s.54 of the Act, will operate from seven days after the issuing of this decision. The nominal expiry date of the Agreement is 30 June 2014.

COMMISSIONER

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MISSION AUSTRALIA COMMUNITY SERVICES ENTERPRISE AGREEMENT

2011 - 2014

TABLE OF CONTENTS

PART	A. TECHNICAL MATTERS	6
1.	TITLE OF THIS AGREEMENT	6
2.	COVERAGE, PARTIES AND PERSONS BOUND	
3.	CATEGORIES OF EMPLOYMENT	
4.	COMMENCEMENT AND DURATION	7
5.	Delegations	7
6.	ALLOCATION OF DUTIES	7
7.	BETTER OFF OVERALL	8
8.	Interpretation	
PART	B. REMUNERATION	9
9.	PAY RATES	9
10.	METHOD OF PAYMENT	9
11.	SALARY INCREASES	
12.	SERVICE MANAGER PERFORMANCE RECOGNITION PAYMENTS	
13.	BOARD AND LODGINGS PROVISIONS	
14.	CASUAL LOADING	
15.	SALARY ON COMMENCEMENT OR PROMOTION	
16.	SALARY PACKAGING	11
17.	SUPERANNUATION	11
18.	SUPPORTED SALARY FOR EMPLOYEES WITH A DISABILITY	11
PART	C. CLASSIFICATION STRUCTURE AND ADVANCEMENT	12
19.	CLASSIFICATION STRUCTURE	12
20.	PAY POINT ON COMMENCEMENT	12
21.	ADVANCEMENT TO HIGHER PAY POINTS	14
22.	TRANSITIONAL ARRANGEMENTS	15
23.	TRANSITIONAL ARRANGEMENTS – OPERATIONS SUPPORT	15
24.	OPERATIONS SUPPORT—ADVANCEMENT TO HIGHER PAY POINTS	16
25.	Traineeships	16
26.	APPRENTICES	16
27.	HIGHER DUTIES	17
PART	D. FLEXIBILITY	18
28.	FLEXIBILITY ARRANGEMENTS	18
29.	REQUESTS FOR CHANGES TO WORKING ARRANGEMENTS	19
PART	E. HOURS OF WORK	20
30.	ORDINARY HOURS OF WORK	20
31.	SPAN OF ORDINARY HOURS	
32.	CASUAL EMPLOYEES	
33.		
34.		
35.		22
36.	ROSTERED DAY OFF ARRANGEMENTS	
37.	WORKING HOURS WHILE TRAVELLING	
38.	OPERATIONS SUPPORT WORKING HOURS	
39.	SERVICE MANAGERS WORKING HOURS	
40.	Part time work	
41.	SHIFT WORK	
42.	24 HOUR CARE.	
43.	Broken shifts	
44.	WEEKEND, PUBLIC HOLIDAY AND OTHER PENALTIES	

45.		
46.	REST BREAKS	30
PART	F. LEAVE	31
47.	GENERAL PROVISIONS	31
48.	Annual Leave	
49.	PURCHASED LEAVE	
50.	Personal/Carer's Leave	
51.	Unpaid Carer's Leave	
52.	COMPASSIONATE LEAVE	
53.	ELDER AND DISABLED CARE LEAVE	
54.		
55.	PARENTAL LEAVE	
56.	TRANSFER TO A SAFE JOB DURING PREGNANCY	
57.		
58.	Additional Parental Leave	
59.	PURCHASED PARENTAL LEAVE	41
60.	CONSULTATION WITH EMPLOYEE ON PARENTAL LEAVE	42
61.	RETURN TO WORK GUARANTEE FOLLOWING PARENTAL LEAVE	42
62.	LONG SERVICE LEAVE	42
63.	STUDY LEAVE	43
64.	COMMUNITY SERVICE LEAVE	43
65.	OTHER LEAVE	44
66.	PUBLIC HOLIDAYS	45
67.	Unauthorised absences	46
PART	G. ALLOWANCES	47
68.	SLEEPOVER ALLOWANCE	47
69.		
70.	CALL OUT ALLOWANCE	
71.	SERVICE MANAGER ON CALL ALLOWANCE	
72.	SUPERVISION OF CAMPS	
73.	MOTOR VEHICLE ALLOWANCE	
74.	FIRST AID ALLOWANCE	
75.	REIMBURSEMENT OF COSTS INCURRED WHILE TRAVELLING	
76.	WORK RELATED EXPENSES	
PART	H. REMOTE LOCALITY CONDITIONS	51
77		
77. 78.		
, , ,		
PART	I. RELOCATION	52
79.	General	52
80.	ASSISTANCE	52
PART	J. CONSULTATION AND REPRESENTATION	53
81.	CONSULTATION	52
81.	REPRESENTATION	
PART		
83.	GENERAL	
84.		
85.		
86.		
87.		
88.	RETRENCHMENT	

89.	JOB SEARCH ENTITLEMENT	57
PART	L. OTHER ENTITLEMENTS	58
90.	HOME BASED WORK	58
91.	EMPLOYEE ASSISTANCE PROGRAM	58
92.	SALARY CONTINUANCE INSURANCE	58
93.	VACCINATIONS	
94.	PRIVATE USE OF MOTOR VEHICLES	58
PART	M. TERMINATION OF EMPLOYMENT	59
95.	TERMINATION FOR SERIOUS MISCONDUCT	59
96.	TERMINATION PAYMENTS	
97.	NOTICE OF TERMINATION	
98.	JOB SEARCH ENTITLEMENT	60
PART	N. ADDITIONAL CONDITIONS APPLYING TO POST-SECONDARY F RS/TEACHERS	
99.	GENERAL	
	TEAM LEADER ALLOWANCE	
	Annualised salaries	
	ADDITIONAL HOURS	
PART	O. ADDITIONAL CONDITIONS APPLYING TO NURSES	62
103.	General	62
	Annual Leave	
	. Allowances	
106.	HIGHER DUTIES	62
	P. ADDITIONAL CONDITIONS APPLYING TO TEACHERS IN PRE-S Y CHILDHOOD CENTRES GENERAL	63
	HOURS OF WORK	
	SHUTDOWNS DURING NON TERM TIME	
	DIRECTOR'S AND AUTHORISED SUPERVISOR'S ALLOWANCE	
	ADJUSTMENT FACTOR	
	TERMINATION	
PART	· ·	
EMPL	OYEES	
113.	GENERAL	66
	. SHUTDOWN DURING NON TERM TIME	
	. QUALIFICATION ALLOWANCE	
	HIGHER DUTIES	
117.	. In-Service – Pre-Schools	66
PART	R. ADDITIONAL CONDITIONS APPLYING TO BUILDING AND CON OYEES	
	GENERAL	
	ALLOWANCES	
	INCLEMENT WEATHER	
121.	ADDITIONAL WET WEATHER PROCEDURE	
PART		
	GENERAL	
	Hours of Work	
124.	SPAN OF ORDINARY HOURS	69

125.	Annual leave	69
126.	SHIFTWORK	70
PART T	DISPUTE RESOLUTION	71
127.	PROCEDURES FOR PREVENTING AND SETTLING DISPUTES	71
APPENDIX 1 – WAGE RATES		72
Ap	pendix 2 –Classifications	93
$\stackrel{\scriptstyle 1}{Ap}$	pendix 3 – Link between Classifications and Modern Awards	132
Ap	pendix 4 Supported Wage System	139
	GENERAL	
	ELIGIBILITY CRITERIA	
3.	SUPPORTED WAGE RATES	140
4.	ASSESSMENT OF CAPACITY	140
5.	LODGEMENT OF ASSESSMENT INSTRUMENT	140
6.	REVIEW OF ASSESSMENT	141
7.	OTHER TERMS AND CONDITIONS OF EMPLOYMENT	141
8.	WORKPLACE ADJUSTMENT	141
	TRIAL PERIOD	
Ap	pendix 5 Definitions	142

PART A. TECHNICAL MATTERS

1. Title of this Agreement

1.1 This Agreement shall be known as the Mission Australia Community Services Enterprise Agreement, 2011 - 2014.

2. Coverage, parties and persons bound

- 2.1 This Agreement is made under Section 172 of the Fair Work Act. In accordance with Section 53 of that Act, this Agreement covers and applies to:
 - (a) Mission Australia; and
 - (b) all employees of Community Services in Mission Australia except:
 - (i) employees classified as an Operations Manager; and
 - (ii) any employees whose total remuneration is at or above the high income threshold.
- 2.2 For the purposes of clause 2.1, Community Services comprises all of the functions and activities in Mission Australia that are under the control of the Executive Leader, Community Services other than any functions, activities or workplaces that are covered by another Enterprise Agreement at the Commencement Date.

3. Categories of employment

- 3.1 Employees of Mission Australia are employed in one of the following categories:
 - (a) permanent employees; or
 - (b) temporary employees who may be employed for a specified term or a specified task; or
 - (c) casual employees.
- 3.2 Employees will not be employed on a temporary basis unless Mission Australia reasonably believes at the time of engagement that the job will finish at a specified time or after the completion of a specified task. Where this changes during the employment and it is reasonably expected that the job will continue indefinitely, the employment will become permanent and the temporary period of employment will count as service for all purposes.
- 3.3 The maximum period of temporary employment is 2 years which may be extended to up to 3 years where a further period of temporary employment is reasonable in the circumstances. Where a temporary employee has been employed in that capacity for a continuous period of 3 years, the employee will become permanent and the temporary employment will count as service for all purposes.

- 3.4 Notwithstanding clause 3.3, the maximum period of temporary employment for an employee classified as a Teacher who is engaged for a specified task or project is 12 months.
- 3.5 A casual employee is an employee who is either:
 - (a) engaged for a short period of time, generally less than 3 months; or
 - (b) engaged for an ongoing role where the daily and/or weekly number of hours of work are uncertain or expected to change from time to time.
- 3.6 Where a casual employee's job changes such that it no longer satisfies the criteria set out in clause 3.5, the employee may elect to become permanent or temporary, where the job satisfies the criteria for temporary employment set out in clause 3.2.
- 3.7 A casual employee who has been employed on a regular and systematic basis for a continuous period of 6 months may seek conversion to permanent employment. Where such a request is made, it will only be refused on reasonable business grounds.
- 3.8 An individual employee may have two separate classifications where he or she is doing two different jobs that involve different rates of pay. This provision must not be used to avoid payment of higher duties allowance and the employee's total ordinary hours of work must not be more than 38.

4. Commencement and duration

- 4.1 This Agreement commences seven days after it has been approved by Fair Work Australia. This date will be the Commencement Date.
- 4.2 The nominal expiry date is 30 June 2014.

5. Delegations

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

6. Allocation of duties

6.1 Mission Australia may require an employee to carry out any reasonable duties the employee is capable of performing, subject to any restrictions set out in this Agreement and the payment of higher duties allowance where required by this Agreement.

7. Better off overall

- 7.1 The intention of this Agreement is to ensure that any employee covered by the Agreement receives more overall than he or she would have received if covered by an Award that would otherwise apply to the employee.
- 7.2 Where, despite the assurances included in clause 7.1, an employee does not receive more overall under this Agreement than he or she would have received if covered by an Award that would otherwise apply to the employee, Mission Australia will provide the employee with additional entitlements to exceed that disadvantage.

8. Interpretation

- 8.1 Some words or expressions used in this Agreement (or in a particular provision of this Agreement) are defined in Appendix 6.
- 8.2 In this Agreement, unless the context otherwise indicates:
 - (a) a reference to:
 - (i) the singular includes the plural and the plural includes the singular;
 - (ii) one gender includes the other gender; and
 - (iii) a Part, Section, clause, sub-clause or paragraph is to a Part, Section, clause, sub-clause or paragraph in this Agreement;
 - (b) headings are for convenience only and do not affect the interpretation of this Agreement; and
 - (c) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that work or expression have a corresponding meaning.

PART B. REMUNERATION

9. Pay rates

- 9.1 The pay rates for Mission Australia employees are included in Appendix 1 of this Agreement. These pay rates specify the minimum pay entitlement applicable to employees who are covered by this Agreement. Where there is any inconsistency between the provisions of this Part and Appendix 1, the provisions of this Part will prevail.
- 9.2 The pay rates included in Appendix 1 include an amount that is equal to the value of annual leave loading at 17.5 per cent of four weeks' pay.

10. Method of payment

- 10.1 Employees will be paid fortnightly in arrears into a financial institution account nominated by the employee.
- 10.2 Where the employee's rate of pay is set out as an annual figure, the following formula will be used to determine the fortnightly rate of pay.

Fortnightly pay = Annual Salary / 26

11. Salary increases

- 11.1 This Section does not apply to an employee engaged as a Trainee under clause 25 or apprentices under clause 26. Trainees' rates of pay will be the same as the rates of pay determined by Fair Work Australia for inclusion in the relevant National Training Wage Schedules in Modern Awards. Apprentices' rates of pay will be the same as the rates of pay for apprentices in the relevant Modern Award.
- 11.2 All employees will receive the following pay increases:
 - (a) from the first full pay period commencing on or after 1 July 2011 each employee will move to a pay rate that is the higher of:
 - (i) the pay rate for the employee's classification and pay point included in Appendix 1; or
 - (ii) the employee's current pay rate increased by 3 per cent;
 - (b) from the first full pay period commencing on or after 1 July 2012 each employee will move to a pay rate that is the higher of:
 - (i) the pay rate for the employee's classification and pay point included in Appendix 1; or
 - (ii) the employee's pay rate at that time increased by 4 per cent;
 - (c) from the first full pay period commencing on or after 1 July 2013, each employee will move to a pay rate that is the higher of:

- (i) the pay rate for the employee's classification and pay point included in Appendix 1; or
- (ii) the employee's pay rate at that time increased by 4 per cent.
- 11.3 For the purposes of clause 11.2, the employee's pay point is the pay point that the employee is entitled to move to under the provisions of Section 21.
- 11.4 Notwithstanding the provisions of this Section, employees' pay rates will be no less than 1 per cent higher than relevant pay rate in the Modern Award that would otherwise apply to the employee. The Modern Award pay rate to be used for this calculation will be equal to the pay rate that would be payable to the employee if he or she was covered by the Award, including where transitional arrangements in the Award would be applicable, plus the value of annual leave loading.
- 11.5 Clause 11.4 does not apply to employees who are not covered by a Modern Award.

12. Service Manager performance recognition payments

- 12.1 The provisions of this Section will apply from 1 July 2012 to all employees classified as Services Managers.
- 12.2 Where a Service Manager has been assessed as exceeding expectations of his or her role, he or she may be paid a performance recognition payment of up to 10 per cent of the employee's annual total remuneration.
- 12.3 The performance recognition payment is inclusive of superannuation, such that the amount paid directly to a Service Manager and the superannuation contribution payable on the performance recognition payment together total 10 per cent of the employee's annual total remuneration.
- 12.4 The performance recognition payment is subject to income taxation and all other relevant withholdings.
- 12.5 Performance recognition payments will be in respect of performance over the previous financial year and will be determined and paid before the end of September each year where possible.

13. Board and lodgings provisions

13.1 Where Mission Australia provides an employee with board and lodging, the minimum rates of pay for that employee may be reduced by \$9.56 per week for trainees and \$21.19 per week for other employees.

14. Casual loading

14.1 Casual employees shall receive a 25 per cent loading on their salary in lieu of access to all forms of paid leave (other than Long Service Leave) and payment for public holidays on which the employee is not required to work.

15. Salary on commencement or promotion

15.1 Where an employee commences in Mission Australia or is promoted to a higher level, salary will be payable at the minimum pay point for the employee's classification unless Mission Australia determines that a higher pay point is reasonable in the circumstances.

16. Salary packaging

- 16.1 Permanent and temporary employees are eligible to participate in the Mission Australia Salary Packaging Plan. This allows employees to receive non-salary benefits in lieu of salary. Mission Australia guidelines on the Salary Packaging Plan will provide the basis for the administration and operation of the scheme.
- 16.2 The key features of the Plan are:
 - (a) the scheme operates at no cost to Mission Australia in relation to individual employee arrangements; and
 - (b) participation is entirely voluntary.
- 16.3 Salary for superannuation, severance and termination purposes for an employee who has elected to convert part of his or her salary to non-salary benefits, shall be determined as if those arrangements did not exist.

17. Superannuation

- 17.1 Mission Australia will make superannuation contributions in accordance with relevant legislation in place at any particular time. Mission Australia will not reduce an employee's salary to cover any required increase in superannuation contributions.
- 17.2 Where permitted by legislation, an employee may nominate a superannuation fund of his or her choice as long as that fund accepts contributions via electronic funds transfer
- 17.3 The default fund where an employee does not choose a superannuation fund will be determined by Mission Australia.

18. Supported Salary for Employees with a Disability

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

PART C. CLASSIFICATION STRUCTURE AND ADVANCEMENT

19. Classification Structure

- 19.1 The Mission Australia classification structure is outlined in Appendix 2.
- 19.2 Appendix 3 lists the equivalent classifications included in the Modern Awards that would otherwise apply to employees covered by this Agreement. Where there is any dispute about the correct classification for a job, the classification descriptions included in the Modern Awards referred to in Appendix 3 will be used as the sole basis for resolution of the dispute.
- 19.3 Where an employee does not agree with his or her classification level, he or she may request a review of the classification. Where the employee does not agree with the outcome of the review, the dispute avoidance procedures in PART T may be applied.

Service Managers

- 19.4 Employees classified as a Service Manager are paid a salary and are not paid by the hour. As such, Service Managers are not entitled to any payment:
 - (a) for additional hours worked by the employee;
 - (b) of penalty payments for working outside ordinary hours or on weekends or public holidays; or
 - (c) of allowances of a non-reimbursement nature unless the allowance is specifically stated as applying to Service Managers.

Operations Support

- 19.5 Employees classified as Operations Support are paid on the following basis:
 - (a) hourly rate of pay for the employee's weekly ordinary hours; and
 - (b) time off in lieu of additional hours worked that have been approved by Mission Australia on an hour for hour basis as specified in Section 38.

20. Pay point on commencement

- 20.1 An employee's pay point on commencement of employment with Mission Australia will be:
 - (a) for employees classified as a Tutor/Teacher, in accordance with clauses 20.2, 20.3, 20.4 and 20.5;
 - (b) for employees classified as a Community Service Employee Level 3, in accordance with clause 20.6; or
 - (c) for all other employees, pay point 1 unless Mission Australia considers that a higher pay point is justified on the basis of the employee's skills and experience.

Teachers

- 20.2 The pay point on commencement of employment with Mission Australia for employees classified as a Teacher in a Pre-School or Early Childhood Centre will be based on the length of the employee's teaching experience. For these purposes, the following will count towards the employee's length of teaching experience:
 - (a) teaching experience in preschools, kindergartens, multi-purpose centres, early intervention services, long day care centres and other similar services;
 - (b) teaching experience of children from four to eight years (or in the infants department) of a school registered and/or accredited under the relevant authority in each state or territory;
 - (c) service as a lecturer in early childhood education or child development, as a child development officer or equivalent;
 - (d) service as a diploma qualified childcare worker, at the rate of one year for every three years service up to a maximum of four years.
- 20.3 In determining the length of a Pre-School or Early Childhood Teacher's teaching experience:
 - (a) part time work will be counted on a pro rata basis, with the exception of part time employment that is more than 90 per cent of a full time load which will be counted the same as full time employment; and
 - (b) for casual employment, a full year is equal to 200 days of employment.
- 20.4 The pay point on commencement of employment with Mission Australia for employees classified as a Teacher in TESOL will be based on the length of the employee's teaching experience. For these purposes, the following will be recognised as relevant experience:
 - (a) Full-time TESOL teaching to adults or secondary students in schools or equivalent in Australia to classes of not less than five students;
 - (b) Other full-time teaching, including in other languages, credited at the rate of one year of experience for each two years of teaching, to a maximum of three years;
 - (c) Part-time experience will be recognised on a pro rata basis;
 - (d) Where a teacher has worked for less than a full year, they will be accredited with experience in the proportion that the weeks worked over the 12 month period bears to the number of weeks normally required of a full-time teacher at the same institution; and
 - (e) Experience as a casual teaching TESOL to adults or secondary students will be credited on the basis of the number of hours normally required of a full-time teacher at the same institution. Provided that for every 110 days during which a casual teacher is engaged they will be deemed to have not less than six months' service.

- 20.5 For all other employees classified as a Teacher or Tutor who do not work in a Preschool, Early Childhood Centre, or teach in TESOL, pay point on commencement will be based on:
 - (a) Full-time adult teaching experience;
 - (b) Pro rata part-time teaching experience; and
 - (c) Casual experience credited on the basis that 800 face-to-face teaching hours is equivalent to one year of full-time experience.

Community Service Employees

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

21. Advancement to higher pay points

- 21.1 The provisions of this Section will apply from the first full pay period on or after 1 July 2011 and apply to all employees other than those classified as Operations Support or Services Managers.
- 21.2 A permanent or temporary employee will advance by one pay point within his or her classification from the first full pay period commencing on or after 1 July 2011 where he or she:
 - (a) is not already at the top pay point for his or her classification;
 - (b) has been assessed as having a satisfactory level of performance; and
 - (c) has been at his or her existing pay point for at least 6 months as at 30 June 2011.
- 21.3 A permanent or temporary employee will advance by one pay point within his or her classification from the first full pay period commencing on or after 1 July 2012 and 1 July 2013 where he or she:
 - (a) is not already at the top pay point for his or her classification;
 - (b) has been assessed as having a satisfactory level of performance; and
 - (c) has been at his or her existing pay point for at least 6 months as at 30 June in that year.
- 21.4 An exception to the date of pay point advancement specified in clauses 21.2 and 21.3 is where an employee's existing pay point is less than the value of the next highest pay point under the relevant Modern Award. Where this is the case, the employee will advance to the next highest pay point at the earlier of the first full pay period commencing on or after 1 July or the 12 month anniversary of the employee moving to his or her existing pay point, subject to the employee having been assessed as having a satisfactory level of performance.

- 21.5 Periods of unpaid leave or unauthorised absence will extend the date of pay point advancement by the period of the leave or absence.
- 21.6 Mission Australia will advance a casual employee to a higher pay point from the first full pay period commencing on or after 1 July each year where the employee:
 - (a) has been assessed as having performed at a satisfactory level;
 - (b) has been at his or her existing pay point for at least 6 months at 30 June in that year; and
 - (c) has worked in excess of 875 hours at the same classification level and pay point over the previous 24 months.

22. Transitional arrangements

- 22.1 This Section does not apply to employees classified as Operations Support or Service Managers.
- 22.2 The transitional arrangements set out in this Section apply to pay point advancement that occurs on the first full pay period commencing on or after 1 July 2012.

22.3 Where:

- (a) an employee advances to a higher pay point from the first full pay period commencing on or after 1 July 2012 in accordance with clause 21.3; and
- (b) the employee's classification level was the same at the first full pay period on or after 1 July 2011 and 1 July 2012; and
- (c) the employee did not advance to a higher pay point from the first full pay period commencing on or after 1 July 2011 in accordance with clause 21.2,

the employee's pay point advancement will be backdated to the later of the following dates:

- i) the most recent anniversary date of the employee's commencement in his or her classification level; or
- ii) the anniversary date of the employee's last advancement to a higher pay point in that classification level
- 22.4 For the purposes of clause 22.3, the anniversary date is extended by any period of unpaid Other Leave or unauthorised absence taken by the employee during the relevant period.
- 22.5 Any backpayment arising from clause 22.3 will be at the applicable pay rate at 30 June 2012.

23. Transitional arrangements – Operations Support

23.1 All employees classified as Operations Support will be placed on the first pay point for the level that applies to their position from the first full pay period commencing on or after 1 July 2011.

24. Operations Support– advancement to higher pay points

- 24.1 The provisions of this section will apply from 1 July 2012 to all employees classified as Operations Support.
- 24.2 Permanent and temporary employees will be subject to an assessment of their performance to determine the appropriate pay point. Employees assessed as having performance to the level required for pay point 2 or 3 will moved to that higher pay point from the first full pay period commencing on or after 1 July 2012 and 1 July 2013.
- 24.3 The performance criteria for advancement to a higher pay point are:
 - (a) pay point 2 demonstrated capability/performance meets the expected standard for the role;
 - (b) pay point 3 demonstrated capability/performance is consistently above the expected standard for the role.

25. Traineeships

- 25.1 Mission Australia may engage an employee as a Trainee on a Traineeship registered with the relevant State or Territory training authority.
- 25.2 A Trainee will have at least 20 per cent of his or her ordinary hours dedicated to approved training which may be on the job, off the job or a combination of both.
- 25.3 The Trainee may be employed as a temporary employee for the duration of the traineeship and may be offered permanent employment on successful completion of the Traineeship.
- 25.4 All entitlements included in this Agreement will apply to Trainees unless specifically stated otherwise.

26. Apprentices

- 26.1 The following conditions apply to employees classified as an Apprentice. Where there is an inconsistency between the provisions of this Section and other parts of this Agreement, the provisions of this Section prevail.
- 26.2 For the purposes of this Section, *training agreement* includes the contract of apprenticeship, training agreement or indenture.
- 26.3 An Apprentice's fortnightly roster must allow the employee to attend classes associated with the Apprenticeship.
- 26.4 All technical college training associated with the Apprenticeship will be regarded as working hours.
- 26.5 Where an Apprentice has made satisfactory progress with the technical college component of the Apprenticeship, he or she will have all technical college fees paid or reimbursed by Mission Australia.

27. Higher duties

- 27.1 Higher duties are where an employee is required to temporarily perform a job that has a higher minimum rate of pay than the employee's normal rate of pay.
- 27.2 Generally, employees will not be required to undertake higher duties for periods of less than 5 days.
- 27.3 Where an employee is required to undertake higher duties, the employee will be paid at the minimum rate of pay for the higher level job for the entire period.
- 27.4 Where an employee is required to undertake higher duties for more than 4 weeks, his or her remuneration and other entitlements after the first 4 weeks will be the same as if the employee was permanently at that level.
- 27.5 Where an employee is required to temporarily perform a higher level job that is not covered by this Agreement for a period of more than 1 week, his or her remuneration and other benefits will be as determined by Mission Australia.

PART D. FLEXIBILITY

28. Flexibility Arrangements

- 28.1 Mission Australia and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:
 - (a) the arrangement meets the genuine needs of Mission Australia and the employee; and
 - (b) the arrangement is genuinely agreed to by Mission Australia and the employee.
- 28.2 The effect of any terms in this Agreement may be varied in an individual flexibility arrangement other than:
 - (a) terms dealing with redundancy PART K;
 - (b) terms dealing with termination of employment PART M;
 - (c) any terms associated with the classification of jobs; and
 - (d) procedures for preventing and settling disputes Section 127.
- 28.3 Mission Australia must ensure that the terms of an individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the Fair Work Act;
 - (b) are not unlawful terms under section 194 of the Fair Work Act; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 28.4 Mission Australia must ensure that the individual flexibility arrangement:
 - (a) is in writing;
 - (b) includes the name of Mission Australia and the employee;
 - (c) is signed by Mission Australia and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee;
 - (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement;
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- 28.5 Mission Australia must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

- 28.6 Mission Australia and the employee may terminate the individual flexibility arrangement:
 - (a) by giving 28 days written notice to the other party to the arrangement; or
 - (b) if Mission Australia and the employee agree in writing at any time.

29. Requests for changes to working arrangements

- 29.1 An employee who has responsibility for the care of either:
 - (a) a child under school age; or
 - (b) an immediate family member with a disability,
 - may request a change in working arrangements to assist the employee to care for the child or immediate family member.
- 29.2 Where a request is made under clause 29.1 and the employee is either a permanent or temporary employee with at least 12 months of continuous service or is a long term casual with a reasonable expectation of continuing employment on a regular and systematic basis, Mission Australia will agree to the request unless it has reasonable business grounds for refusing the request.
- 29.3 Examples of changes in working arrangements that may be requested under this Section are changes in:
 - (a) hours of work;
 - (b) patterns of work; and
 - (c) location of work.
- 29.4 Mission Australia will provide an employee with a written response to an employee request under clause 29.1 within 21 days of receiving a written request stating whether the request is granted or refused and the details of the reasons where the request is refused. Where the employee's request for change in his or her working arrangements is urgent, Mission Australia will provide the employee with a response as soon as reasonably practicable.

PART E. HOURS OF WORK

30. Ordinary Hours of Work

- 30.1 The weekly full time ordinary hours of work are:
 - (a) 35 hours for employees classified as:
 - (i) Operations Support, excluding employees classified as Business Development Managers and any other Operations Support employees whose full time hours are 38 at the Commencement Date;
 - (ii) a Personal or Executive Assistant;
 - (iii) teachers who are working in a pre-school;
 - (iv) National Office based Administrative employees.
 - (b) 38 hours for all other employees.
- 30.2 Notwithstanding clause 30.1, Mission Australia and an employee who has full-time ordinary hours of less than 38 hours, other than an employee classified as Operations Support, may agree to the employee increasing his or her weekly ordinary hours to 38 hours. Where this agreement is reached, the employee's hourly rate of pay will remain unchanged and the employee's weekly rate of pay for his or her ordinary hours will increase as a result.
- 30.3 Operations Support employees are excluded from the provisions of clause 30.2 on the basis that additional hours that are approved by Mission Australia are only recompensed on a time off in lieu basis.
- 30.4 The ordinary hours of work for a part time employee must be less than the full-time ordinary hours.

31. Span of Ordinary Hours

31.1 The span of hours during which an employee may be rostered or required to work his or her ordinary hours, other than employees who are working shiftwork, are 6.00 a.m. to 8.00 p.m., Monday to Friday. This is called the Span of Ordinary Hours.

32. Casual Employees

- 32.1 Casual employees do not have any ordinary hours of work.
- 32.2 Where a casual works an individual shift that meets the eligibility criteria for the various shift, weekend, public holiday or other penalties, he or she will be paid the relevant penalty in addition to the casual loading. The shift penalty is based on the employee's rate of pay without the casual loading.

- 32.3 A casual employee is entitled to overtime payments where he or she works more than 38 hours in any week. The overtime payments will be:
 - (a) time and a half for the first two hours and double time thereafter, for overtime, Monday to Friday;
 - (b) double time for employees working in an aged care facility for all overtime on a Saturday;
 - (c) time and a half for the first two hours and double time thereafter on a Saturday for employees other than those working an aged care facility; and
 - (d) double time for overtime on a Sunday.
- 32.4 The casual loading is not paid during any period of overtime.
- 32.5 The minimum single engagement for a casual employee is three hours.

33. Working hours arrangements

- 33.1 Employees may be required to work under one of the following working hours arrangements:
 - (a) shiftwork where the employee works according to a roster that includes shifts that finish after 8.00 pm or commence before 6.00 am;
 - (b) 24 hour care arrangements where the employee is rostered to provide 24 hour care to a client at the client's residence;
 - (c) non shift rostered work where the employee works according to a roster that may include weekend work and rostered days off arrangements;
 - (d) non rostered work the normal full time hours are 7 hours 36 minutes each day Monday to Friday where full time weekly ordinary hours are 38 or 7 hours each of those days where full time weekly ordinary hours are 35;
 - (e) irregular casual work the employee's hours are uncertain and subject to change at short notice.
- 33.2 This Agreement sets out entitlements to apply for the different working hours arrangements.
- 33.3 Employees may only be required to work shiftwork or split shifts where this requirement is advised to them before commencement of their employment with Mission Australia or where this is a continuation of existing working hours arrangements.

34. Rosters

34.1 Where employees work according to a roster, Mission Australia will provide those employees with access to the roster at least two weeks before the commencement of the roster.

- 34.2 Mission Australia will give due consideration to an employee's personal circumstances in the making and changing of rosters and balance these needs against the business requirements.
- 34.3 Changes to a roster may be made within 2 weeks of the commencement of the roster by agreement between Mission Australia and the employee or employees affected by the change.

35. Hour Bank and additional working hours

- 35.1 The Hour Bank is a system that records the balance of additional working hours of an employee that are additional to the employee's daily ordinary hours of work. The system is designed to provide operational flexibility for Mission Australia and provide employees with opportunities to improve their capacity to balance their work and family responsibilities.
- 35.2 The Hour Bank provisions do not apply to employees classified as a Service Manager or Operations Support.
- 35.3 The following are the features of the Hour Bank system:
 - (a) for hours to be recorded as a credit in the Hour Bank system, the additional hours must be approved by the employee's manager in advance unless the employee was not able to reasonably obtain the manager's approval and the decision to work the additional hours was reasonable in the circumstances;
 - (b) additional hours may be approved by a manager:
 - (i) to deal with operational requirements; or
 - (ii) on request by an employee, including where the employee wishes to accrue a credit so that he or she is able to take some paid time off at another time for personal reasons;
 - (c) up to two additional hours per day may be credited to the employee on an hour for hour basis, increased by the relevant shift penalty for shiftworkers;
 - (d) where an employee works:
 - (i) more than two additional hours on a normal working day;
 - (ii) any hours on a day that is not a normal working day; or
 - (iii) an additional shift, including where that shift is continuous with the employee's normal shift;

the first two hours of that work accrue Hour Bank credits at the rate of time and a half and all subsequent hours on that day accrue Hour Bank credits at the rate of double time;

(e) notwithstanding (d) above, a part time employee only accrues Hour Bank credits at more than on an hour for hour basis where the employee's total hours for that week are more than 38 hours and only those hours that are in excess of 38 may be accrued at a higher rate in accordance with (d) above;

- (f) notwithstanding (c) and (d) above, any additional hours that are required by the employee's manager and are on a weekend or a public holiday, will accrue Hour Bank credits at the higher of those specified in (d) or the following rates:
 - (i) work on a Saturday at time and a half;
 - (ii) work on a Sunday double time;
 - (iii) work on a public holiday at double time and a half.
- (g) the minimum break between the cessation of work on one day or shift and commencement of work on the next day or shift is 8 hours.
- (h) the maximum Hour Bank credits that may be accrued are 38 hours for full-time employees or a pro rata amount for part-time employees;
- (i) employees will be provided with ready access to their Hour Bank credits;
- (j) an employee with Hour Bank credits may have paid time off work during his or her ordinary hours subject to prior approval by his or her manager;
- (k) any paid time off work during an employee's ordinary hours, reduce the employee's Hour Bank credits by the amount of time off;
- (l) the employee is paid for any paid time off under the Hour Bank system at the employee's base rate of pay, excluding any shift or penalty payments; and
- (m) any Hour Bank credits held at the time of termination of employment will be paid to the employee at the employee's base rate of pay at the time of his or her termination.
- 35.4 Mission Australia may determine that a higher maximum Hour Bank credit will apply to a particular employee or Community Services workplace, either on an indefinite basis or for a specified period of time. The higher maximum will only apply after the date it is approved. The higher maximum must not exceed 76 hours. Regardless of anything else in this Agreement the decision to increase the maximum Hour Bank credit must not be delegated to a level below State Director.
- 35.5 Each employee and his or her manager will work cooperatively to manage an employee's Hour Bank credits. This will include the identification of appropriate paid time off at a time that is mutually convenient. Where an employee and his or her manager are unable to agree on the timing of paid time off, the employee's manager may determine the timing of paid time off.
- 35.6 Where an employee has Hour Bank credits such that additional hours that are required would result in the employee having more than the maximum Hour Bank credit (or the equivalent pro rata maximum for a part-time employee) the employee is paid for the hours that are in excess of the maximum credit at the following overtime rates, provided that shift penalties are not paid while the employee is being paid at overtime rates:
 - (a) first two hours, Monday to Saturday time and a half; and

- (b) after the first two hours, Monday to Saturday and any time on a Sunday double time.
- 35.7 Paid time off under the Hour Bank system is subject to the approval of the employee's manager. Such approval should not be withheld unreasonably and should consider, amongst other things:
 - (a) the amount of the employee's credits;
 - (b) operational needs and the impact the time off may have on client outcomes; and
 - (c) any reasons provided by the employee for taking the paid time off, recognising that there is no requirement for the employee to provide reasons.

36. Rostered day off arrangements

- 36.1 Rostered day off arrangements will apply for an individual employee or a group of employees where Mission Australia and the individual employee or a majority of the group of employees are in agreement.
- 36.2 Rostered day off arrangements are a structured way of utilising the flexibility of the Hour Bank arrangements. The features of the rostered day off arrangements are:
 - (a) they will be based on a rostered day off cycle of 2, 3 or 4 weeks;
 - (b) employees' normal daily working hours will be arranged such that the employee works sufficient additional time each day in order to have one day off during the roster cycle this day is called the employee's rostered day off;
 - (c) the Hour Bank credits will include the additional time each day that is necessary for the rostered day off as well as any other additional time that is required to be worked for other reasons.
- 36.3 Leave will be based on the employee's ordinary hours of work and not the rostered hours. This means that the employee will not accrue any Hour Bank credits during any leave and may need to work additional time on other days to allow his or her normal rostered day off to proceed. Where this is the case, the employee's manager will allow the employee to work the additional time to allow the employee to take the rostered day off.
- 36.4 Where the employee does not have sufficient Hour Bank credits to take his or her normally scheduled rostered day off, Mission Australia will determine which of the following options will apply:
 - (a) the employee's rostered day off is moved to another time when the employee will have sufficient Hour Bank credits;
 - (b) the employee is permitted to take the rostered day off and have a temporary Hour Bank debit, subject to this not being more than 1 hour; or
 - (c) the employee works on the rostered day off.
- 36.5 For employees classified as a Teacher, Children's Services Employee, Nurse or Waste Management employee, rostered days off may be accrued as follows:

- (a) employees classified as a teacher or a children's services employee may accrue their rostered days off beyond the normal limits set by the Hour Bank provisions and take those days during shutdowns of the service;
- (b) employees classified as a nurse may accrue up to five rostered days off;
- (c) employees working in waste management activities may accrue up to 10 rostered days off over a 40 week period.
- 36.6 Where an employee is required to work on his or her rostered day off due to prearranged requirements such as attendance at group training, the employee will be provided with an alternate day off.
- 36.7 Where an employee is required to work on his or her rostered day off without an alternate day off being identified, the hours will be treated as overtime and either added to the employee's Hour Bank credits, or be paid to the employee at the appropriate overtime rate.

37. Working hours while travelling

- 37.1 This Section does not apply to any employee whose annual full-time equivalent base salary is over \$70,000 per annum. This amount will increase in 2012 and 2013 by the amounts set out in clause 11.2
- 37.2 Where an employee is required to travel to a locality other than his or her normal work locality, the employee will be entitled to time off in lieu where:
 - (a) the employee is travelling to the locality or returning home from the locality outside of his or her normal working hours; and
 - (b) the amount of travelling time, either to the locality or returning home from the locality, that is outside of his or her normal working hours is at least 30 minutes more than the normal travel time to or from the employee's normal work location.
- 37.3 For avoidance of doubt, clause 37.2 only applies on the day the employee leaves his or her home locality and the day the employee returns to his or her home locality.
- 37.4 Where the conditions in clause 37.2 are satisfied, the amount of time off in lieu is equal to:
 - (a) the time from the employee commencing travel to the locality until their normal starting time less the normal travel time to work; and
 - (b) the time from the employee's normal finishing time until they complete the travel from the locality, less the normal travel time from work.
- 37.5 Where an employee travels to or from a locality on a day before or after a day they normally work, only the time actually spent in travel will count as time in lieu.
- 37.6 Time off in lieu under this Section is separate to Hour Bank provisions and must be taken as soon as reasonably practicable and no more than 8 weeks after it has accrued. The timing of the time off in lieu should be by mutual agreement between the employee and the employee's manager where possible. Where this is not

- possible, the employee's manager may determine the timing of the time off in lieu, taking into account the employee's preferences.
- 37.7 While an employee is working in a locality other than his or her normal work locality, the employee's working hours for each day will be the employee's ordinary hours unless he or she works additional hours that have been approved by Mission Australia in which case:
 - (a) Operations Support employees will accrue time off in lieu in accordance with Section 38; and
 - (b) other employees will accrue Hour Bank credits in accordance with Section 35.

38. Operations Support working hours

- 38.1 Employees classified as Operations Support employees will accrue time off in lieu where the employee works more than his or her ordinary hours and the additional time has been approved in advance by Mission Australia.
- 38.2 The time off in lieu accrued under clause 38.1 will be on an hour for hour basis.
- 38.3 Time off in lieu accrued under this Section must be taken as soon as reasonably practicable and no more than 8 weeks after it has accrued. The timing of the time off in lieu should be by mutual agreement between the employee and the employee's manager where possible. Where this is not possible, the employee's manager may determine the timing of the time off in lieu, taking into account the employee's preferences.

39. Service Managers working hours

- 39.1 Employees classified as a Service Manager are required to work additional hours, or work outside of ordinary hours where this is necessary to achieve required outcomes.
- 39.2 To recognise the additional hours normally worked by Service Managers, they are entitled to paid time off work on the working days between Christmas Eve and New Year's Day (inclusive of those days and Mission Australia Day) without any requirement to take leave.
- 39.3 An employee may be provided with other paid time off by Mission Australia where he or she has worked additional hours.

40. Part time work

- 40.1 Unless otherwise specified in this Agreement, remuneration and other conditions for part time employees, including leave, will be calculated on a pro rata basis.
- 40.2 Allowances of a reimbursement nature will be the same for part time and full time employees.

- 40.3 The minimum daily hours for a part time employee is three hours, with the exception of employees working in waste management activities who have minimum daily hours of four hours.
- 40.4 Where a part time employee is regularly required to work more hours than the employee's ordinary hours over an extended period, Mission Australia will review the employee's part time work arrangements to determine whether the employee's ordinary hours should be increased.

Employee initiated part time work

- 40.5 Mission Australia supports flexible working arrangements that allow employees to better combine their work and family lives. Consistent with this principle, Mission Australia will take reasonable positive steps to accommodate an employee request to work part time or to vary his or her existing part time hours.
- 40.6 Consideration of requests for part time work will take into account:
 - (a) the reasons for the employee's request to convert to part time work;
 - (b) the impact the part time work will have on operational effectiveness; and
 - (c) any options that may reduce the operational impact of the employee's conversion to part time work.
- 40.7 The commencement of part time work, or a change to part time hours, will only occur where agreement is reached between the employee and Mission Australia on the details of the part time work, including the number of ordinary hours, the days of work and the arrangements relating to start and finish times.
- 40.8 Part time work may be approved on an indefinite basis or for a fixed period of time. Where the part time work is for a fixed period of time, it may be continued by agreement, or if there is no such agreement, the employee will revert to the working hours in place before commencement of part time work.

41. Shift work

- 41.1 The following types of shift apply to employees who are working shift work:
 - (a) day shift any shift that commences on or after 6.00 am and finishes at or before 6.00 pm, Monday to Friday;
 - (b) afternoon shift any shift that finishes after 6.00 pm and at or before 8.00 pm, Monday to Friday;
 - (c) evening shift any shift that finishes after 8.00 pm and at or before 12.00 midnight, Monday to Friday;
 - (d) night shift any shift that finishes after 12.00 midnight or commences before 6.00 am, Monday to Friday;
 - (e) Saturday shift means any time worked on a Saturday;
 - (f) Sunday shift means any time worked on a Sunday; and
 - (g) public holiday shift means any time worked on a public holiday.

- 41.2 An exception to clause 41.1 is employees classified as a nurse. For those employees, any shift that finishes after 6.00 pm and at or before 12.00 midnight is an evening shift.
- 41.3 The following shift penalties shall apply to employees' ordinary hours, subject to the employee being paid the highest shift penalty where more than one penalty is applicable:
 - (a) day shift no shift penalty;
 - (b) afternoon shift 15 per cent penalty for those hours worked between 6.00 pm and 8.00 pm;
 - (c) evening shift 15 per cent penalty for the entire shift;
 - (d) night shift 30 per cent penalty for the entire shift;
 - (e) Saturday shift 50 per cent penalty for any hours worked on a Saturday;
 - (f) Sunday shift 100 per cent penalty for any hours worked on a Sunday; and
 - (g) public holiday shift 150 per cent penalty for any hours worked on a public holiday.
- 41.4 Where an employee is normally working shift work and shiftwork is not required for a period of up to 4 weeks due to operational requirements, the employee's status as a shiftworker will be maintained during that period.

42. 24 hour care

- 42.1 A 24 hour care shift is where an employee is required to be available for duty at a client's residence for a 24 hour period. During this period, the employee is required to provide the client with the services specified in the care plan. The employee is required to provide a total of no more than eight hours of care during this period.
- 42.2 For the purposes of this Section, the client's residence can be a residence that has been made available to the client by Mission Australia or some other body for a period of time.
- 42.3 The employee will normally have the opportunity to sleep during a 24 hour care shift and a bed in a private room will be provided to the employee for these purposes.
- 42.4 The employee will be paid for eight hours work for each 24 hour period at 155 per cent of the employee's normal rate of pay. For these purposes, the employee's normal rate of pay is the employee's base rate of pay plus any weekend or public holiday penalties, but does not include any other penalties such as shift penalties.
- 42.5 Any hours that are in excess of complete 24 hour periods will be paid on a pro rata basis. For example, if an employee is required to be available for duty at a client's residence for 60 hours, the employee will be paid for 20 hours of work at 155 per cent of the employee's normal rate of pay. This is comprised of 16 hours for the first 48 hours and then 4 hours for the remaining 12 hours.

42.6 Employees providing 24 hour care under this Section are not entitled to payment of a sleepover allowance.

43. Broken shifts

- 43.1 This clause only applies to employees classified as Community Service Workers and only while undertaking disability services work, Children's Services Employees and Food Services employees engaged in work in a commercial restaurant.
- 43.2 A broken shift is where a shift worked by an employee has one or more unpaid breaks other than meal breaks.
- 43.3 Mission Australia may require an employee to work broken shifts. This is where the employee's shift on a day has a break of at least 2 hours between the first part of the shift and the second part of the shift.
- 43.4 The maximum span of a broken shift is 12 hours. Any work required of the employee in excess of the 12 hour span will accrue Hour Bank credits at the rate of double time.
- 43.5 The shift allowance payable during a broken shift, if applicable, will be determined by the commencement time of the broken shift.
- 43.6 Existing employees who are not working broken shifts cannot be required to work split shifts without the consent of the employee.

44. Weekend, public holiday and other penalties

- 44.1 Where an employee is not working as a shiftworker, the following penalty payments will be paid where the employee is required to work his or her ordinary hours between 6.00 pm and 8.00 pm on a weekday or on a weekend or public holiday:
 - (a) work between 6.00 pm and 8.00 pm, Monday to Friday 15 per cent penalty;
 - (b) Saturday work 50 per cent penalty;
 - (c) Sunday work 100 per cent penalty;
 - (d) public holiday work 150 per cent penalty.

45. Meal Provision

- 45.1 An employee is entitled to payment for a meal where he or she is required to work additional hours which span a meal period. Where Mission Australia does not provide the employee with a meal, he or she is entitled to reimbursement of reasonable costs for a light meal.
- 45.2 The meal periods are:
 - (a) 7.00 a.m. to 9.00 a.m.;
 - (b) 12 noon to 2.00 p.m.;

- (c) 6.00 p.m. to 7.00 p.m.; and
- (d) midnight to 1.00 a.m.

46. Rest Breaks

- 46.1 The following rest break entitlements apply under this Agreement:
 - (a) 10 minute paid break during the first 4 hours of work;
 - (b) an unpaid meal break of between 30 and 60 minutes between the 4th and 6th hour of work which must be taken if the employee is working at least 6 hours on that day as determined by Mission Australia;
 - (c) a second 10 minute paid break between the 6th hour of work and completion of the employee's ordinary hours for the day.
- 46.2 Mission Australia may agree to an employee request to have a longer meal break.
- 46.3 Where Mission Australia requires an employee to remain at the workplace throughout his or her meal break, the break will be paid.

PART F. LEAVE

47. General provisions

- 47.1 Employees will retain all accrued leave entitlements that were held before the Commencement Date.
- 47.2 All deductions of leave will be based on the employee's ordinary hours of work.
- 47.3 Where any public holiday to which the employee would otherwise be entitled occurs during a period of paid leave other than Long Service Leave, the public holiday is not deducted from the employee's accrued leave. The provisions for Long Service Leave in relation to public holidays are as specified in the relevant State or Territory legislation relating to Long Service Leave.

48. Annual Leave

- 48.1 Employees accrue 4 weeks of Annual Leave for each 12 months of work on a pro rata basis, credited to employees each fortnight.
- 48.2 Despite the definition of shiftworker in clause 33.1, for the purpose of accruing additional annual leave under the National Employment Standards, an employee who:
 - (a) works for more than four ordinary hours on 10 or more weekends in a year; or
 - (b) in the case of employees working in an aged care facility as an Aged Care Employee or an Administrative Employee, is regularly rostered to work his or her ordinary hours outside the hours of 6.00 am to 6.00 pm, Monday to Friday,
 - is defined as a shiftworker and is entitled to an additional 1 week of Annual Leave for each 12 months of work.
- 48.3 An employee is able to take Annual Leave, subject to the availability of accrued leave and approval by Mission Australia.
- 48.4 Mission Australia will not unreasonably refuse a request to take Annual Leave.
- 48.5 Employees will not accrue any Annual Leave during any unauthorised absences or unpaid leave that is not to count as service.
- 48.6 An employee is not entitled to take or accrue Annual Leave while absent from work on account of an injury or illness for which the employee is receiving workers compensation payments unless the taking or accruing leave during a compensation period is permitted by the relevant State or Territory workers compensation law.
- 48.7 Employees other than shiftworkers, as defined by clause 33.1 will be paid their base rate of pay while on Annual Leave.
- 48.8 Employees who are shiftworkers will be paid their base rate of pay plus the shift penalty that would otherwise have applied if they had been at work during their Annual Leave. Where there is any doubt about the shift penalties that would have

applied during an employee's Annual Leave, the shift rosters for the last full shift cycle will be assumed to apply to the employee's Annual Leave.

Half pay annual leave

- 48.9 Mission Australia may agree to an employee request to take a period of Annual Leave at half pay. Where this is agreed, half of the period of half pay Annual Leave will not count as service but will not break continuity of service.
- 48.10 Approval of an employee request to take Annual Leave at half pay by Mission Australia is entirely at the discretion of Mission Australia.

Recall from leave

48.11 Where an employee agrees to a Mission Australia request to return early from a period of Annual Leave, the employee will be reimbursed for reasonable expenses incurred by the employee that are not otherwise recoverable under any insurance or from any other source and which are a direct result of the cancellation of the leave, including any costs associated with making new bookings for the same holiday.

Maximum Annual Leave Balance

48.12 Where an employee has an annual leave balance in excess of 8 weeks, Mission Australia may require the employee to take sufficient Annual Leave to reduce his or her leave balance to four weeks. The timing of this leave should be by mutual agreement where reasonably possible. Where this is not reasonably possible, Mission Australia may determine the timing of the leave as long as the employee is provided with at least four weeks' notice of the commencement of the leave.

Shut downs

- 48.13 Where a Mission Australia workplace, or part of a workplace, shuts down for a period of time, employees working in that workplace or part of the workplace may be required to take Hour Bank Credits, Annual Leave, or, if neither of these is available, unpaid Other Leave for the duration of the shutdown. Where this is the case, Mission Australia will provide affected employees with at least four weeks' notice of the shutdown.
- 48.14 Where it is not possible to provide four weeks' notice of a shut down and Mission Australia is unable to maintain a continuous service, Mission Australia will provide as much notice as possible of the shut down.

Cashing out of Annual Leave

- 48.15 Mission Australia may agree to an employee request to 'cash out' Annual Leave in accordance with the following:
 - (a) the request to cash out leave must be in writing;
 - (b) the cashing out must not result in the employee's annual leave balance reducing to less than four weeks;
 - (c) the employee must either:
 - (i) have already taken at least 10 days of Annual Leave during the previous 12 months; or

- (ii) take at least 10 days of Annual Leave in conjunction with the cashing out; and
- (d) Mission Australia accepts that the employee does not need to take a longer period of leave for rest and recovery purposes.
- 48.16 The provisions of this Section are not available where employees are required to take their Annual Leave during a normal shutdown of the service in which they work. An exception to this is where an employee requests to cash out Annual Leave provided for in clause 48.19 or 48.20.

Payment for Annual Leave on Termination of Employment

48.17 Employees will be paid for any unused Annual Leave entitlement on resignation or termination of employment.

Annual Leave Loading

48.18 Annual Leave Loading is not payable under this Agreement and is instead included in employees' rates of pay.

Annual Leave Service Recognition

- 48.19 Permanent employees who have at least 5 years of service with Mission Australia as at 4 July 2011 will have their Annual Leave balance increased by 5 days, pro rata for part time employees, on commencement of this Agreement.
- 48.20 Any employee who reaches a 5 year anniversary of service with Mission Australia after 4 July 2011 (that is, 5 years of service, 10 years of service, 15 years of service, etc) will have their Annual Leave balance increased by 5 days, pro rata for part time employees, at the time the anniversary is reached.
- 48.21 Service Managers who were employed as a Service Manager at the Commencement Date and who were entitled to additional Annual Leave entitlements for nominated years of service with Mission Australia or as a Service Manager will be subject to the following transitional arrangements:
 - (a) if the employee has at least 5 years of service with Mission Australia at the Commencement Date, he or she will receive the additional 5 days of Annual Leave in accordance with clause 48.19;
 - (b) where the employee would have been entitled to additional Annual Leave under his or her former arrangements between the Commencement Date and the employee's next 5 year anniversary date, the employee will receive the additional Annual Leave he or she would have been entitled to under those former arrangements; and
 - (c) any additional Annual Leave the employee receives in accordance with (b) above will be offset against future additional Annual Leave entitlements that would otherwise have accrued under 48.20.
- 48.22 The additional Annual Leave entitlements specified in clauses 48.19 to 48.21 are provided to the employee once only at each five year milestone and are not an ongoing increase in the employee's yearly Annual Leave entitlements.

49. Purchased Leave

- 49.1 Permanent employees may request to purchase from one to four weeks of Purchased Leave each year.
- 49.2 Access to Purchased Leave will be subject to applications being received by no later than 31 December for purchased leave for the following calendar year. Mission Australia may consider applications for access to the purchased leave system that are made after 31 December taking into account the employee's personal circumstances and the reasons the employee did not make the application before 31 December.
- 49.3 When considering an employee's application for Purchased Leave, Mission Australia will take into account:
 - (a) the reasons for the employee requesting the additional leave;
 - (b) the operational impact of the additional leave;
 - (c) the employee's annual leave balance at the time; and
 - (d) the employee's personal circumstances.
- 49.4 Where Mission Australia approves an application for Purchased Leave, the employee will have an amount deducted from his or her fortnightly salary over a 52 week period according to the following formula:

Gross fortnightly salary X number of weeks of Purchased Leave

52

- 49.5 An employee may cancel the purchased leave arrangements where exceptional circumstances occur. In this case, the employee will be refunded the salary deductions made less any Purchased Leave already taken.
- 49.6 Employees, including shiftworkers, will be paid their normal base rate of pay less the normal purchased leave deduction during any period of purchased leave. Shift penalties will not be paid during any period of purchased leave.
- 49.7 Where an employee does not take his or her Purchased Leave within 12 months of the commencement of the salary deductions he or she will lose the Purchased Leave credits and be repaid the value of the salary deductions.
- 49.8 On termination of employment, a reconciliation of the Purchased Leave arrangements will be made and the employee will either be paid the value of any excess salary deductions where all of the Purchased Leave has not been taken, or be required to pay the value of any Purchased Leave that has been taken and not fully paid for at the time of termination.

50. Personal/Carer's Leave

50.1 Full time permanent and temporary employees are entitled to 10 days of Personal/Carer's Leave credits for each 12 months of employment, pro rata for part time employees.

- 50.2 Where an employee was entitled to an accrual of more than 10 days Personal/Carer's Leave credits per year under the previous Collective Agreement, clause 50.1 will apply from the first date after the Commencement Date that the employee is due to accrue additional Personal/Carer's Leave credits.
- 50.3 In the first year of employment, Personal/Carer's Leave accrues on a pro rata basis.
- 50.4 For second and subsequent years of employment, the full year's Personal/Carer's Leave credits are credited at the beginning of each year.
- 50.5 The date for accrual of Personal/Carer's Leave credits will be deferred by the length of any period of unauthorised absence, unpaid leave not to count as service or any other period that does not count as service.
- 50.6 Employees, including shiftworkers, will be paid their normal base rate of pay during any period of Personal/Carer's Leave.
- 50.7 An employee is not entitled to take or accrue Personal/Carer's Leave while absent from work on account of an injury or illness for which the employee is receiving workers compensation payments unless the taking or accruing leave during a compensation period is permitted by the relevant State or Territory workers compensation law.
- 50.8 Unused Personal/Carer's Leave credits will accumulate from year to year without limit.

Approval of Personal/Carer's Leave

- 50.9 Mission Australia will, subject to the availability of Personal/Carer's Leave, approve paid Personal/Carer's Leave for an employee for the following purposes:
 - (a) where the employee is ill or injured and as a result is unable to work;
 - (b) for a short-term period to provide care or support for members of his or her immediate family or household who require care or support because of:
 - (i) an illness or injury of an immediate family or household member; or
 - (ii) an unexpected emergency affecting an immediate family or household member.
- 50.10 Medical certificates must be provided by employees for absences due to personal injury or illness for absences of two or more days, or where the employee has taken 5 or more single day absences during the previous 12 months, unless Mission Australia waives this requirement. Mission Australia may request a medical certificate for an absence of a single day where it considers this is necessary to verify the reasons for the employee's absence and subject to the request being made in sufficient time to allow the employee to obtain a medical certificate. Where an employee is unable to provide a required medical certificate for reasons beyond the control of the employee, he or she must provide a statutory declaration confirming that the employee was unfit for work.

- 50.11 Mission Australia may require an employee to provide appropriate verification of the reasons for seeking Personal/Carer's Leave where it is for a reason other than personal illness or injury as follows:
 - (a) where the leave is because of an illness or injury of a family or household member a medical certificate; or
 - (b) where the leave is because of an unexpected emergency affecting a family or household member a statutory declaration or other form of verification acceptable to Mission Australia.
- 50.12 An employee may not take Personal/Carer's Leave while on paid Parental Leave.

Half pay Personal/Carer's Leave

50.13 An employee may elect to take a period of Personal/Carer's Leave at half pay where he or she anticipates a likelihood that a particular need for Personal/Carer's Leave would otherwise reduce his or her credits to zero.

Personal/Carer's Leave - notification

50.14 An employee must notify his or her supervisor of his or her absence and intention to apply for Personal/Carer's Leave as soon as is practicable.

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

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

51. Unpaid Carer's Leave

- 51.1 Where a permanent or temporary employee does not have any Personal/Carer's Leave credits available, the employee is entitled to unpaid Carer's Leave to provide care or support for members of his or her immediate family or household who require care or support because of:
 - (a) an illness or injury of an immediate family or household member, or
 - (b) an unexpected emergency affecting an immediate family or household member.
- 51.2 The maximum unpaid Carer's Leave is two days per occasion.
- 51.3 The employee is required to provide Mission Australia with notice of the requirement to take unpaid Carer's Leave as soon as practicable.
- 51.4 Mission Australia may require verification of the reason for taking unpaid Carer's Leave in accordance with clause 50.11.
- 51.5 Where the employee does not comply with his obligations under this Section, other than because of circumstances beyond his or her control, the leave may not be approved and would be treated as an unauthorised absence.

52. Compassionate Leave

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

53. Elder and Disabled Care Leave

- 53.1 Permanent employees with 12 months of continuous service may take up to 12 months unpaid leave to care for a member of the immediate family who requires care or support due to his or her age or disability.
- 53.2 Mission Australia will only refuse an application for Elder or Disabled Care Leave on reasonable business grounds.

54. Paid Parental Leave

- 54.1 The paid leave set out in this Section is in addition to any paid parental leave arrangements funded by the Federal Government.
- 54.2 Entitlements in this Section relating to adoption of a child are only available where the adopted child:
 - (a) is under 5 years of age at the date of placement of the child;
 - (b) has not lived with the employee for more than 6 months at the date of placement of the child; or
 - (c) is not a child or step-child of the employee's partner.

- 54.3 Permanent employees who have at least 2 years of continuous service are entitled to the following paid Parental Leave entitlements on the birth or adoption of a child:
 - (a) in the case of the birth of a child of the employee, the birth mother is entitled to 6 weeks of paid Parental Leave;
 - (b) in the case of the adoption of a child, the primary care giver is entitled to 6 weeks of paid Parental Leave;
 - (c) for both birth and adoption of a child, the primary care giver is entitled to an additional 3 weeks of paid Parental Leave; and
 - (d) if the employee has at least 5 years continuous service and is the primary care giver, an additional 3 weeks of paid Parental Leave, subject to the employee not having commenced any period of paid Parental Leave at the Commencement Date.
- 54.4 Permanent and temporary employees who have at least 2 years of continuous service with Mission Australia and who are not entitled to paid Parental Leave under clause 54.3, are entitled to one week of paid Parental Leave on birth or adoption of a child to be taken within 4 weeks of the birth.
- 54.5 For the purposes of this Section, the 2 years of continuous service must have been reached by the later of the expected or actual date of birth of the child or placement of the adopted child.
- 54.6 Employees entitled to paid Parental Leave may take the leave at half pay. Where an employee elects to take his or her leave at half pay, the period of service that accrues in respect of that leave will be as though the employee took the leave on full pay.

55. Parental Leave

- 55.1 Where the provisions of this Section are inconsistent with the National Employment Standards, the National Employment Standards will prevail.
- 55.2 An employee, other than one who is employed as a casual, is eligible for Parental Leave under this Section where he or she has at least 12 months of continuous service with Mission Australia. Casual employees are eligible for Parental Leave under this Section where the employee has been employed on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months and the employee would have a reasonable expectation of continuing employment on a regular or systematic basis but for the birth or adoption of a child or the taking of leave under this Section.
- 55.3 The unpaid Parental Leave applies to long term foster arrangements and to grandparents who are primary care givers of the child. For avoidance of doubt, a grandparent is not the primary care giver if the child does not live with him or her.
- 55.4 Where an employee is entitled to paid Parental Leave under Section 53, the paid leave is included as part of the maximum leave entitlements set out in this Section.

- 55.5 Where an employee has ongoing primary caring responsibilities for a child of a family member but is not the parent, the provisions of this Section will apply to that employee as though he or she is the parent of the child.
- 55.6 The provisions of this Section relating to adoptions only apply where:
 - (a) the child is, or will be, under 16 as at the day of placement, or expected day of placement of the child;
 - (b) has not, or will not have, lived continuously with the employee for a period of 6 months or more as at the day of placement, or the expected day of placement of the child; and
 - (c) is not (otherwise than because of the adoption) a child of the employee or the employee's partner.
- 55.7 An employee is entitled to 12 months of Parental Leave where:
 - (a) the leave is associated with:
 - (i) the birth of a child or grandchild of the employee; or
 - (ii) the placement of a child with the employee for adoption or long term foster arrangements; and
 - (b) the employee has or will have a primary responsibility for the care of the child.
- 55.8 Where an employee is planning to adopt a child, he or she is entitled to up to two days of unpaid Pre-Adoption Leave to attend interviews associated with the adoption.
- 55.9 Parental Leave other than Pre-Adoption Leave must be taken in a single continuous period.
- 55.10 Where the employee's partner will not be taking any maternity or other form of parental leave:
 - (a) and the employee is female and has given birth, the leave may commence between six weeks before the expected date of birth and the actual date of birth of the child Mission Australia may require the employee to provide medical evidence that she is fit to continue working within six weeks of the expected date of birth of the child;
 - (b) the leave must commence no later than the date of birth of the child or the day of placement of the child in the case of adoptions, unless the employee's partner is not in employment and has a responsibility for the care of the child, in which case, the leave may commence at any time during the 12 months following the date of birth or day of placement of the child.
- 55.11 Where the employee is part of a couple and his or her partner is also intending to take a form of parental leave:
 - (a) and the employee starts Parental Leave first, it must be in accordance with the following:

- (i) where the person is a female and has given birth, the leave may commence between six weeks before the expected date of birth and the actual date of birth of the child Mission Australia may require the employee to provide medical evidence that she is fit to continue working within six weeks of the expected date of birth of the child;
- (ii) the leave must commence no later than the birth of the child or the day of placement of the child in the case of adoptions;
- (b) and the employee's partner starts Parental Leave first, the employee's period of Parental Leave must start immediately after his or her partner's Parental Leave finishes.
- 55.12 Where the employee is taking Parental Leave in association with an adoption, the leave may commence up to two weeks before the expected date of placement of the child.
- 55.13 An employee and his or her partner, notwithstanding any other provisions in this Section, may take a period of up to three weeks of unpaid Parental Leave at the same time as the employee's partner is taking a form of parental leave, subject to the concurrent period commencing on the date of birth or placement of the child. This is an exception to the requirement that Parental Leave be in a single unbroken period.
- 55.14An employee is not entitled to Personal/Carer's Leave or Compassionate Leave during any period of unpaid Parental Leave.
- 55.15 The period of Parental Leave may be extended or shortened on application by the employee, subject to maximum limits specified in this Section, as long as the employee provides Mission Australia with at least 14 days written notice.
- 55.16 Where the employee is taking a period of Parental Leave and the child dies, or the employee ceases to have a responsibility for the child, Mission Australia may provide the employee with no less than 4 weeks' notice that the Parental Leave is to cease.
- 55.17 Approval of a request by Mission Australia for part time work from an employee returning from a period of Parental Leave until the child starts school will not be unreasonably refused.

56. Transfer to a Safe Job during Pregnancy

- 56.1 This section applies to a pregnant employee if:
 - (a) She is entitled to unpaid Parental Leave under Section 55; and
 - (b) She provides to Mission Australia evidence that would satisfy a reasonable person that she is fit for work, but that it is inadvisable for her to continue in her present position during a stated period (the risk period) because of:
 - (i) Illness, or risks, arising out of her pregnancy; or
 - (ii) Hazards connected with that position.

- 56.2 If this Section applies to an employee:
 - (a) Mission Australia must transfer the employee to an appropriate and available safe job during the risk period with no other change to the employee's terms and conditions of employment; or
 - (b) If there is no appropriate safe job available, the employee will be entitled to paid no safe job leave for the risk period at the employee's base rate of pay for her ordinary hours of work in the risk period.

57. Special Maternity Leave

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

58. Additional Parental Leave

- 58.1 An employee who has taken Parental Leave under Sections 53 or 55 may request additional unpaid Parental Leave up to a maximum of 24 months after the date of birth or placement of the child. Where the employee makes such a request:
 - (a) it must be made no later than four weeks before the end of the employee's available Parental Leave period;
 - (b) must commence immediately following the completion of the employee's other Parental Leave taken under Sections 53 or 55;
 - (c) Mission Australia may only refuse the request on reasonable business grounds; and
 - (d) Mission Australia's response to the request must be provided in writing to the employee within 21 days of the request and where the request is refused, state the reasons for refusing the request.
- 58.2 A period of additional Parental Leave may be extended or shortened on application by the employee, subject to maximum limits specified in this Section, as long as the employee provides Mission Australia with at least 14 days written notice.

59. Purchased Parental Leave

59.1 An employee who is planning on having a child, including adopting a child, may elect to purchase additional paid Parental Leave by reducing his or her fortnightly salary before commencing the Parental Leave. Any additional paid Parental Leave

that is purchased under this clause will not count as service for any purpose. Where the employee takes up this option and does not wish to use the additional paid Parental Leave for any purpose, the employee will be repaid the amount of salary that was set aside for this purpose.

- 59.2 The purchased Parental Leave may be taken at half pay.
- 59.3 The purchased Parental Leave must be taken in lieu of unpaid Parental Leave that is otherwise available under this Agreement.
- 59.4 If an employee has not commenced purchased Parental Leave within 12 months of the commencement of salary deductions, the value of the purchased leave will be repaid to the employee unless otherwise agreed between Mission Australia and the employee.

60. Consultation with employee on Parental Leave

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

61. Return to Work Guarantee following Parental Leave

61.1 On completion of a period of Parental Leave, an employee will be entitled to return to the employee's pre-parental leave position or, if that position no longer exists, an available position for which the employee is qualified and suited nearest in status and pay to the pre-parental leave position. Where the pay rate for such position is lower than the employee's pre-parental leave position and the employee elects not to move to that position, the employee will be subject to the provisions of PART K.

62. Long Service Leave

- 62.1 Employees are entitled to long service leave in accordance with the long service leave provisions included in the relevant State or Territory legislation.
- 62.2 Notwithstanding clause 62.1, employees in Tasmania are entitled to take a pro rata amount of Long Service Leave after 10 years of service rather than waiting until the employee has 15 years of service. Any leave taken by an employee under this clause will be deducted from long service leave entitlements accruing to the employee under the *Long Service Leave Act 1976* (Tas).
- 62.3 Mission Australia may agree to an employee request to take a period of Long Service Leave at half pay. Where this is agreed, half of the period of half pay Long Service Leave will not count as service but will not break continuity of service.
- 62.4 Approval of an employee request to take Long Service Leave at half pay by Mission Australia is entirely at the discretion of Mission Australia.

63. Study Leave

- 63.1 Mission Australia may approve paid Study Leave to permanent employees where they are enrolled in a course that is considered by Mission Australia as being relevant to an employee's position or future career path in Mission Australia.
- 63.2 Where Mission Australia approves Study Leave for an employee, he or she will be entitled to up to 120 hours (or a pro rata amount for part time employees) of paid Study Leave per academic year to:
 - (a) attend classes that are held during work time;
 - (b) prepare assignments that are part of the course work;
 - (c) prepare for examinations; and
 - (d) attend examinations.
- 63.3 For the purpose of clause 63.2, where there is no clearly defined academic year for the employee's course of study, the academic year will be a 12 month period that is consistent with the employee's course of study as determined by Mission Australia.
- 63.4 Mission Australia may review any approval of Study Leave where:
 - (a) the employee has failed any component of the course;
 - (b) the employee is not attending and participating in the course as required; or
 - (c) the employee's work performance is being affected by his or her study commitments.
- 63.5 The timing of Study Leave that is to prepare assignments or prepare for an examination are subject to approval by the employee's manager.
- 63.6 Any unused Study Leave at the end of the year is not retained.
- 63.7 The employee will be paid at his or her base rate of pay during any period of Study Leave without any penalty payments that would otherwise apply.

64. Community Service Leave

- 64.1 Permanent and temporary employees are entitled to Community Service Leave in the following circumstances:
 - (a) during any period of jury service;
 - (b) where an employee engages in voluntary emergency management activity; or
 - (c) for any other activity prescribed in the Fair Work Regulations as being applicable to Community Service Leave.
- 64.2 Where a permanent or temporary employee is on Community Service Leave while on jury service, Mission Australia will pay the employee the difference between payments received for the jury service and the employee's base salary for the duration of the jury service.
- 64.3 All Community Service Leave is unpaid except for:

- (a) the payment provisions for jury service outlined in this Section; and
- (b) up to 5 days of paid leave each calendar year for voluntary emergency management activity as defined in clause 64.4.
- 64.4 For the purposes of this Section, an employee engages in voluntary emergency management activity if:
 - (a) the employee engages in an activity that involves dealing with an emergency or natural disaster; and
 - (b) the employee is engaged in the activity on a voluntary basis (whether or not the employee directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment wholly or partly for engaging in the activity); and
 - (c) the employee is a member of, or has a member like association with, a recognised emergency management body; and
 - (d) either:
 - (i) the employee was requested by or on behalf of the body to engage in the activity; or
 - (ii) no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.

65. Other Leave

- 65.1 Mission Australia may approve paid or unpaid Other Leave for any reason considered by Mission Australia to be appropriate and subject to any conditions which may be set by Mission Australia. Unpaid Other Leave may or may not count as service as determined by Mission Australia.
- 65.2 Mission Australia may grant unpaid Other Leave of up to 8 weeks each year for ceremonial or cultural purposes. Consideration of applications for Other Leave for these reasons will consider the circumstances of the request and the extent of necessity or obligation on the employee to participate in the particular cultural or ceremonial requirement. This entitlement does not accrue if unused in one year.
- 65.3 Permanent and temporary employees are entitled to up to two days of paid Other Leave per calendar year to participate in one-off local community building/volunteering initiatives, subject to the employee providing Mission Australia with at least two weeks of notice and providing evidence of his or her involvement in the community activities.
- 65.4 Indigenous employees may be granted one day of paid Other Leave each year where the employee will be participating in official NAIDOC week celebrations. This entitlement does not accrue if unused in one year.
- 65.5 Reasons that may be considered appropriate for approval of unpaid Other Leave includes participation in compulsory requirements as a member of the defence reserves.

- 65.6 Other Leave for a part day will not normally be approved.
- 65.7 Where an employee does not resume duty with Mission Australia at the end of a period of unpaid Other Leave, the leave will not count as service for any purpose.

66. Public Holidays

- 66.1 The following days will be treated as public holidays under this Agreement:
 - (a) New Year's Day 1 January;
 - (b) Australia Day 26 January;
 - (c) Anzac Day 25 April;
 - (d) Good Friday;
 - (e) Easter Monday;
 - (f) Christmas Day 25 December;
 - (g) Boxing Day 26 December;
 - (h) any other day declared by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of that State or Territory, as a public holiday by people who work in that State, Territory or region; and
 - (i) an additional day as determined by Mission Australia, to be known as Mission Australia Day and ordinarily taken between Christmas Eve and New Year's Day.
- 66.2 Where a substitute public holiday is declared by or under a law of a State or Territory, that day will replace the public holiday that would otherwise apply.
- 66.3 An employee and Mission Australia may agree to an employee request to arrange a public holiday swap to enable the employee to have paid time off on a day of cultural or religious importance to the employee. Where this is agreed, the employee will work on a nominated public holiday and be paid as though that day is not a public holiday and will have another working day off with full pay that is not a public holiday.
- 66.4 An employee who would normally have been required to work on the day on which a public holiday falls and who is not required to work, will be paid the same as if the employee had worked on that day. For avoidance of doubt, this means that a shiftworker will be paid the shift penalty that would otherwise have applied if the employee had worked on that day and that day was not a public holiday.
- 66.5 Where an employee is on a period of unpaid leave initiated by the employee that includes the working days immediately before and after a public holiday, he or she will not be paid for the public holiday.

67. Unauthorised absences

67.1 Where an employee is absent from duty without approval, it will be regarded as a breach of the Code of Conduct and action may be taken as a result of the breach. In addition, the absence will be without pay and will not count as service for any purpose. Other benefits provided under this Agreement will cease to be available to the employee until he or she resumes duty or is granted leave.

PART G. ALLOWANCES

68. Sleepover Allowance

- 68.1 Notwithstanding anything else in this Section, Sleepover Allowance does not apply to employees while they are working as a Nurse or to Service Managers.
- 68.2 A Sleepover Allowance is payable where an employee is required to sleep at a Mission Australia workplace and be available to deal with any urgent situation which cannot be dealt with by another employee or be dealt with after the end of the sleepover period.
- 68.3 A sleepover must be of at least 8 hours duration.
- 68.4 An employee must not be required to work for more than 8 hours immediately before a sleepover or more than 8 hours immediately after a sleepover unless agreed to by the employee.
- 68.5 The Sleepover Allowance is equal to 3 hours pay with a 30 per cent penalty.
- 68.6 Where the employee is required to undertake more than 3 hours work during a sleepover, he or she will be paid for the time that is in excess of 3 hours at his or her normal rate of pay with a 30 per cent penalty.
- 68.7 Where the employee is required to undertake more than 3 hours work during a sleepover, he or she must either:
 - (a) be provided with 8 hours break before next commencing work; or
 - (b) be paid at overtime rates for the hours worked until 8 hours after the sleepover finished.
- 68.8 Where the employee commences work after his or her normal commencement time in order to provide the employee with an 8 hour break after a sleepover, the employee will be paid for the hours not worked at his or her normal rate of pay.
- 68.9 Where the employee's travel time to and from work is normally more than 2 hours, the required 8 hour break will be changed to 10 hours.

69. On Call Allowance

- 69.1 An employee, other than an employee who is classified as a Service Manager, who is rostered to be on call shall be entitled to the following On Call Allowance:
 - (a) Monday to Friday one hours pay for each day; and
 - (b) Saturday, Sunday and public holidays two hours pay for each day.
- 69.2 For the purposes of this Section, a day is:
 - (a) for any day on which the employee worked, the time between finishing work on one day and commencing work on the next day; and
 - (b) for any day on which the employee has not worked, is a 24 hour period commencing when the employee last finished work.

- 69.3 The higher On Call Allowance is payable where most of the on call period subject to the payment occurs on a Saturday, Sunday or public holiday.
- 69.4 An employee being paid On Call Allowance must at all times be ready and available for work.

70. Call Out Allowance

- 70.1 Call Out Allowance is where an employee is required to attend the workplace without advance notice and this is not continuous with the employee's ordinary hours. Call Out Allowance does not apply to Service Managers.
- 70.2 Call Out Allowance is paid at the following rates:
 - (a) for any call out, Monday to Saturday time and a half for the first two hours and double time thereafter;
 - (b) for any call out on a Sunday double time; and
 - (c) for any call out on a public holiday double time and a half.
- 70.3 The minimum payment for any call out is equivalent to payment for 2 hours work at the relevant rate set out in clause 70.2.
- 70.4 The working time for payment of a Call Out Allowance includes reasonable travel time to and from the workplace.

71. Service Manager On Call Allowance

- 71.1 This Section only applies to Service Managers.
- 71.2 Where an employee is required to be available to respond to emergencies outside of his or her normal working hours, either by attending the workplace or by providing assistance via phone, he or she will be paid an annual Service Manager On Call Allowance based on the methodology set out in this Section.
- 71.3 The following table sets out the criteria to be considered when determining the amount of On Call Allowance to be paid to a Service Manager.

Point Score	Opening hours	Method of assistance	Average frequency of call out	Reason for call out
1	Standard weekday hours only	via phone	Less than once a month (or "LOW")	Security / break in
2	Extended hours	via phone	once a month (or "MEDIUM")	Security / break in
3	24/7 site	attending site	more than once a month (or "HIGH")	Client management

71.4 The amount of On Call Allowance is calculated according to the following table using the points accumulated from the criteria under clause 71.3:

Total Point Score	Value of allowance per annum
1-4	\$0
5-10	\$750
11-12	\$2,250

72. Supervision of camps

- 72.1 An employee and Mission Australia may agree to an employee supervising clients whilst on a camp.
- 72.2 An employee who supervises a camp is entitled to the following:
 - (a) pay for 12 hours work on each day of the camp with a 15 per cent penalty and;
 - (b) for permanent or temporary employees, paid time off work following the camp as follows:
 - (i) for a two day camp one paid day off;
 - (ii) for a three to four day camp two paid days off;
 - (iii) for a camp of more than four days three paid days off;
 - (c) for casual employees:
 - (i) for a two day camp 7.6 hours pay without any casual loading;
 - (ii) for a three to four day camp 15.2 hours pay without any casual loading;
 - (iii) for a camp of more than four days -22.8 hours pay without any casual loading.
- 72.3 An employee and Mission Australia may agree to different entitlements to those set out in clause 72.2, subject to the employee not being worse off overall.

73. Motor Vehicle Allowance

- 73.1 A Motor Vehicle Allowance is payable where an employee agrees to a Mission Australia request to use his or her private vehicle for work related purposes, subject to this being agreed in advance.
- 73.2 The rate of motor vehicle allowance is the same as the "cents per kilometre' method used by the Australian Taxation Office.

74. First Aid Allowance

74.1 A First Aid Allowance of \$26.10 per fortnight will be paid to:

- (a) employees who are classified as a Community Services Worker, hold a current first aid qualification and are required to administer first aid as a part of the employee's normal duties; and
- (b) other employees who hold a current first aid qualification and are appointed by Mission Australia as a First Aid Officer.
- 74.2 The rate of the First Aid Allowance will be increased as follows:
 - (a) 4 per cent from the first full pay period commencing on or after 1 July 2012; and
 - (b) 4 per cent from the first full pay period commencing on or after 1 July 2013.
- 74.3 Where an employee is required to hold a First Aid qualification, the employee is entitled to attend required training associated with attaining and retaining the qualification and the cost of the training will be either paid or reimbursed by Mission Australia.

75. Reimbursement of costs incurred while travelling

75.1 Mission Australia will either pay or reimburse employees for reasonable costs incurred while travelling on Mission Australia business and the employee is required to stay overnight.

76. Work Related Expenses

- 76.1 Mission Australia will either pay or reimburse an employee for reasonable work related expenses incurred by the employee as long as the payment or reimbursement is approved before the expense is incurred or approval after the expense has been incurred is considered by Mission Australia to be reasonable in the circumstances.
- 76.2 For the purposes of this Section, reasonable work related expenses includes the cost of criminal record checks or checks associated with maintenance of working with children accreditation where either of these are required of an existing employee by Mission Australia.

PART H. REMOTE LOCALITY CONDITIONS

77. General

- 77.1 A remote locality is one that is located:
 - (a) in Queensland, north of the 21st parallel of south latitude or west of the 144th meridian of east longitude;
 - (b) in Western Australia, north of the 24th parallel of south latitude and in Carnaryon: and
 - (c) in the Northern Territory.
- 77.2 Where an employee is highly mobile in his or her working location, he or she is considered to be working in the locality in which the employee's normal residence is located.

78. Remote Locality Benefits

- 78.1 The following remote locality benefits will be provided to employees working in any remote locality:
 - (a) assistance with transport to the nearest centre with a hospital where the employee requires and is unable to obtain emergency medical assistance within his or her own locality, net of any assistance that is otherwise available from the State, Territory or Federal Governments;
 - (b) additional non-accruable Personal/Carer's Leave credits of 5 days in any year that may only be utilised if the employee does not have any other Personal/Carer's Leave credits available; and
 - (c) an additional 5 days of Annual Leave credits per year.
- 78.2 Employees living and working in a remote locality which is considered by Mission Australia to be extremely remote will also be entitled to a remote locality allowance of \$1,000 per year, payable on a fortnightly basis. Part time and casual employees will receive a pro rata amount of the remote locality allowance. To be eligible for this allowance the location must meet one or more of the following criteria:
 - (a) substantially higher food and grocery costs;
 - (b) lack of access to hospital and emergency medical facilities;
 - (c) substantial travel costs from the location to the nearest city with a population in excess of 100,000.

PART I. RELOCATION

79. General

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

80. Assistance

- 80.1 Where Mission Australia requires an employee to move to another work location that reasonably requires that employee to change residence, Mission Australia will pay or reimburse reasonable costs incurred by the employee as follows:
 - (a) cost of moving the employee's and his or her family's personal effects;
 - (b) travel costs for the employee and his or her family;
 - (c) any non-reimbursable costs associated with the establishment of a home in the new location such as connection to utilities;
 - (d) temporary accommodation costs while the employee is actively seeking permanent accommodation; and
 - (e) other costs Mission Australia considers are reasonable in the circumstances.
- 80.2 Where Mission Australia agrees to an employee request to move to another work location, the employee is not entitled to any financial assistance.

PART J. CONSULTATION AND REPRESENTATION

81. Consultation

- 81.1 This Section applies if:
 - (a) Mission Australia has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its operations; and
 - (b) the change is likely to have a significant effect on Mission Australia employees.
- 81.2 Mission Australia must notify the relevant employees of the decision to introduce the major change.
- 81.3 The relevant employees may appoint a representative for the purposes of the procedures in this Section.
- 81.4 If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise Mission Australia of the identity of the representative;

Mission Australia must recognise the representative.

- 81.5 As soon as practicable after making its decision, Mission Australia must:
 - (a) discuss with the relevant employees;
 - (i) the introduction of the change;
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures Mission Australia is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed;
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- 81.6 Notwithstanding any other provision in this Section, Mission Australia is not required to disclose confidential or commercially sensitive information to the relevant employees.

- 81.7 Mission Australia must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 81.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to Mission Australia, the requirements set out in clauses 81.2, 81.3 and 81.5 are taken not to apply.
- 81.9 In this Section, a major change is likely to have a significant effect on employees if it results in:
 - (a) the termination of the employment of employees;
 - (b) major change to the composition, operation or size of Mission Australia's workforce or to the skills required of employees;
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
 - (d) the alteration of hours of work;
 - (e) the need to retrain employees;
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.
- 81.10 In this Section, relevant employees means the employees who may be affected by the major change.

82. Representation

82.1 Mission Australia recognises the important role of union delegates and other employee representatives including representation during consultation, associated with disputes and as part of bargaining processes. Mission Australia will provide its employees who are union delegates or other employee representatives with reasonable time during working hours to undertake these responsibilities.

PART K. REDUNDANCY

83. General

- 83.1 This Section does not apply to temporary employees at the expiration of their contracted period of employment or casuals.
- 83.2 A position is redundant where Mission Australia no longer requires that position to be undertaken by anyone. This includes, but is not limited to, the following:
 - (a) a group of employees in a workplace undertake similar roles and there are more employees undertaking that role than is required by Mission Australia;
 - (b) the duties of a position are to be distributed and included in the duties of another existing position or positions; and
 - (c) the employee's position has moved to another location, the employee would be reasonably required to change residence to continue in the position and the employee does not take up the position at the new location.

84. Consultation

- 84.1 Where an employee is, or group of employees are, likely to be affected by a redundancy situation, Mission Australia will consult with those employees. These consultations will include the following:
 - (a) information about the circumstances giving rise to the redundancy;
 - (b) measures to avoid or minimise the terminations;
 - (c) measures to mitigate any adverse effects of any terminations of employees;
 - (d) anticipated timeframes;
 - (e) where relevant, the process to be used to determine which employees may be retrenched as a result of the redundancy;
 - (f) steps being taken to identify possible redeployment opportunities; and
 - (g) an opportunity for employees to put forward questions, views and suggestions.
- 84.2 To facilitate the consultations, Mission Australia will provide employees with information on all relevant information about the proposed terminations including:
 - (a) the reasons for the proposed terminations;
 - (b) the number and categories of employees likely to be affected;
 - (c) the time when the terminations are likely to be carried out,
 - subject to Mission Australia not being required to disclose confidential information that may adversely impact on Mission Australia's interests.
- 84.3 An employee may be represented by a person or organisation of his or her choice in any processes associated with a proposed redundancy situation.

85. Redeployment

- 85.1 Mission Australia will make reasonable efforts to redeploy employees who would otherwise be retrenched where there is a redundancy.
- 85.2 Redeployment options will be restricted to positions:
 - (a) at, or equivalent to the employee's permanent classification; and
 - (b) that the employee is able to perform at a satisfactory level after the provision of reasonable training.
- 85.3 Mission Australia may redeploy an employee to a position at a lower level where this is agreed by the employee. Where this occurs, the employee will be paid at his or her previous salary level for a period that is equivalent to the number of weeks of severance pay that he or she would have been entitled to if retrenched.

86. Transfer of Employment

- 86.1 Where there is a transfer of employment in relation to an employee as specified in subsection 22(5) of the Fair Work Act, the employee is not entitled to any redundancy pay due to the termination of his or her employment by Mission Australia.
- 86.2 An employee is not entitled to redundancy pay in relation to the termination of his or her employment if:
 - (a) the employee rejects an offer of employment by another employer (the second employer) that:
 - (i) is on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than, the employee's terms and conditions of employment with Mission Australia immediately before the termination; and
 - (ii) recognises the employee's service with Mission Australia; and
 - (b) had the employee accepted the offer, there would have been a transfer of employment in relation to the employee,

subject to any order by Fair Work Australia to pay the employee redundancy pay where it is satisfied that the employee was treated unfairly.

87. Alternative Employment

87.1 Where Mission Australia obtains other acceptable employment for an employee who is entitled to redundancy pay under this Part, Mission Australia may make an application to Fair Work Australia to reduce the amount of redundancy pay to be paid to the employee.

88. Retrenchment

88.1 Where an employee is not able to be redeployed, he or she may be retrenched by Mission Australia.

88.2 Where a permanent employee is retrenched, he or she is entitled to the following severance payments:

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

- 88.3 A permanent or temporary employee who is retrenched will also be provided the notice of termination of employment that is required by Section 97 and may be paid in lieu of all or part of that notice.
- 88.4 An employee is entitled to finish his or her employment with Mission Australia during the notice period. Where this occurs, the employee will not be paid for the part of the notice period that was not worked, but his or her severance payments and other termination payments will be calculated as though the employee worked for the entire notice period.
- 88.5 For the purposes of this Section, "weeks' pay" means the employee's base rate of pay plus any allowances or shift penalties that would normally be paid to the employee. Where there is any doubt about the shift penalties to apply to the employee, the average penalties paid over the four weeks preceding the termination will be applied.

89. Job Search Entitlement

89.1 Where Mission Australia provides an employee with notice of termination on the grounds of redundancy, he or she is entitled to up to one day off with pay each week in order to look for another job. Mission Australia may require the employee to provide evidence of his or her job search activities on any paid time off work under this clause. Where the employee does not provide such evidence, Mission Australia may withhold payment for that time.

PART L. OTHER ENTITLEMENTS

90. Home based work

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

91. Employee Assistance Program

91.1 Mission Australia will make available to all permanent and temporary employees, an appropriate service to provide confidential, professional counselling to employees to help resolve work related and personal problems.

92. Salary Continuance Insurance

92.1 Mission Australia will offer eligible permanent employees with 12 months service access to Salary Continuance Insurance at no cost to the employee.

93. Vaccinations

93.1 Mission Australia will pay or reimburse the cost of the vaccinations, where Mission Australia considers that it is necessary for an employee to be vaccinated against certain infectious diseases because of the nature of his or her duties.

94. Private Use of Motor Vehicles

- 94.1 Where an employee has a Mission Australia vehicle allocated to him or her for business use, Mission Australia may give the employee the option of using the vehicle for private purposes.
- 94.2 Any existing arrangements where Mission Australia has approved private use of a Mission Australia vehicle will continue under this Agreement.
- 94.3 Where an employee accepts an offer of private use of a Mission Australia vehicle, the amount that he or she is able to salary package will be reduced by the estimated fringe benefits tax value of the vehicle.
- 94.4 Any private use of a vehicle by the employee will be reportable on the employee's payment summary and may be assessable for certain income tests.
- 94.5 Where an employee does not accept an offer to have private use of a Mission Australia vehicle, he or she will be eligible to salary package up to the maximum fringe benefit amount under Mission Australia's salary packaging arrangements.
- 94.6 Any private use of a Mission Australia vehicle may be rescinded by Mission Australia by providing the employee with at least 4 weeks' notice.

PART M. TERMINATION OF EMPLOYMENT

95. Termination for serious misconduct

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

96. Termination payments

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

Payment on death

- 96.2 Where an employee dies Mission Australia will authorise the payment of the amount to which the former employee would have been entitled had the employee resigned.
- 96.3 Payment of an amount authorised by Mission Australia under clause 96.2 shall be made to the executor of the former employee's estate, the administrator of the former employee's estate, the public trustee or such other person as the law requires in the jurisdiction pertaining to the former employee.

97. Notice of Termination

- 97.1 Mission Australia will, subject to clause 95.1, provide employees other than casual employees with the following notice of termination of employment:
 - (a) During probationary period and during the first year of employment 1 weeks notice;
 - (b) More than 1 year and less than 3 years service -2 weeks notice;
 - (c) More than 3 years and less than 5 years service 3 weeks notice;
 - (d) More than 5 years service 4 weeks notice.
- 97.2 The notice periods in clause 97.1 will be increased by one week where the employee is over 45 years of age and has at least 2 years of service.
- 97.3 Mission Australia may pay the employee in lieu of all or part of the notice period. Where Mission Australia elects to do this, the pay in lieu of notice will include shift and other penalties and allowances that would have been paid to the employee for his or her ordinary hours if the employee worked for the entire notice period.

97.4 Employees are required to provide the same notice of resignation as that required of Mission Australia, other than the additional week for employees who are over 45 years of age.

98. Job Search Entitlement

98.1 Where Mission Australia provides an employee with notice of termination, he or she is entitled to up to one day off with pay in order to look for another job. Mission Australia may require the employee to provide evidence of his or her job search activities on any paid time off work under this clause. Where the employee does not provide such evidence, Mission Australia may withhold payment for that time.

PART N. ADDITIONAL CONDITIONS APPLYING TO POST-SECONDARY EDUCATION TUTORS/TEACHERS

99. General

- 99.1 The conditions set out in this Part only apply to employees who are classified as Post-Secondary Education Tutors/Teachers.
- 99.2 Where any provision in this Part is inconsistent with any other provisions elsewhere in this Agreement, the provisions in this Part prevail.

100. Team Leader Allowance

100.1 Employees employed as a Home Tutor Coordinator Team Leader, CYI Coordinator or LLNP Team Leader will be paid an annual allowance of \$4,788.

101. Annualised salaries

101.1 The salaries for Home Tutor Coordinators included in Appendix 1 are annualised salaries and include payment for any evening or weekend work required of an employee. For avoidance of doubt, this means that Sections 41, 43 and 44 do not apply to Home Tutor Coordinators with the exception of the penalty rates applicable for public holidays under Section 44.

102. Additional hours

102.1 Where a Home Tutor Coordinator works more than his or her ordinary hours, he or she accumulates Hour Bank credits on an hour for hour basis, regardless of the number of hours or the day of the week.

PART O. ADDITIONAL CONDITIONS APPLYING TO NURSES

103. General

- 103.1 The conditions set out in this Part only apply to employees who are classified as Nurses.
- 103.2 Where any provision in this Part is inconsistent with any other provision elsewhere in this Agreement, the provisions in this Part prevail.

104. Annual Leave

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

105. Allowances

- 105.1 Sleepover Allowance the provisions of section 68 do not apply to an employee classified as a Nurse.
- 105.2 Uniform Allowance Where a nurse is required by Mission Australia to wear a uniform and in lieu of supplying the uniform, Mission Australia will pay nurses an allowance of \$2.61 per shift or part thereof on duty or \$13.03 per week, whichever is the lesser amount. These allowances will be paid during periods of leave.
- 105.3 Laundry Allowance As Mission Australia is not able to provide nurses with laundry facilities to launder their uniforms, Mission Australia will pay an allowance of \$0.97 per shift or part thereof on duty or \$4.87 per week. This allowance is not payable during any absence or leave.
- 105.4 In charge Allowance A registered nurse in charge during the day, evening or night of a facility shall be paid whilst in charge the following allowance in addition to their appropriate salary:
 - (a) Facility of less than 100 beds \$18.94 per shift;
 - (b) Facility of 100 beds to less than 150 beds \$30.52 per shift;
 - (c) Ward or Unit \$18.94 per shift.

106. Higher Duties

106.1 Where a nurse is required to undertake duties at a higher classification for a period of greater than 3 days, he or she shall be paid at the minimum pay point at the higher classification.

PART P. ADDITIONAL CONDITIONS APPLYING TO TEACHERS IN PRE-SCHOOLS OR EARLY CHILDHOOD CENTRES

107. General

- 107.1 The conditions set out in this Part only apply to employees who are classified as Teachers employed within Pre-Schools and Early Childhood Centres across Mission Australia.
- 107.2 Where any provision in this Part is inconsistent with any other provisions elsewhere in this Agreement, the provisions in this Part prevail.
- 107.3 A Pre-School is defined as child care establishment which either operates on a sessional basis or during hours and terms which approximate those of a recognised school as registered under the relevant State or Territory legislation.
- 107.4 An Early Childhood Centre is defined as an establishment which provides child care and/or early development programs and/or early childhood intervention to children under school age and shall not include pre-schools.

108. Hours of Work

108.1 The weekly full-time ordinary hours of work for Teachers will be 38 hours per week with the exception of teachers employed in a Pre-School who will have full-time ordinary hours of 35 hours per week.

109. Shutdowns during non term time

- 109.1Teachers employed in a Pre-School will be granted paid other leave as per section 64 during non term times. However, during the Christmas/New Year period they will be required to take their accrued Annual Leave and paid other leave for any period remaining after use of the employee's Annual Leave.
- 109.2Early Childhood Centres operate across approximately 52 weeks of the year. However, further to the provisions of clause 48.13, a teacher employed in an Early Childhood Centre may choose to accrue sufficient rostered days off to enable such days to be taken as a block of not more than 12 at any one time in any 12 months of consecutive employment.

110. Director's and Authorised Supervisor's Allowance

110.1 A Director who is responsible for the day to day operation and management of a pre-school or early childhood centre will be paid a Director's allowance in accordance with the following table:

Units – group of children	\$ per annum	\$ per annum	\$ per annum
not exceeding 25 children	2011	2012	2013
One	\$5,189	\$5,345	\$5,505
Two	\$6,334	\$6,524	\$6,720
Three	\$7,907	\$8,144	\$8,389
Four	\$9,876	\$10,172	\$10,478

110.2 A teacher who is appointed as an Authorised Supervisor under the *Children and Young Persons (Care and Protection) Act 1998* (NSW) will be paid an Authorised Supervisor Allowance in accordance with the following table:

Units – group of children not exceeding 25 children	\$ per annum 2011	\$ per annum 2012	\$ per annum 2013
One	\$3,342	\$3,443	\$3,546
Two	\$4,078	\$4,200	\$4,326
Three	\$5,097	\$5,250	\$5,408
Four	\$6,373	\$6,564	\$6,761

110.3 Any teacher required by Mission Australia to act as a Director or Authorised Supervisor for at least 10 working days shall be paid the applicable Director's or Authorised Supervisor Allowance.

111. Adjustment Factor

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

$$P = \underline{S \times C} - D$$

P = Payment due

S = total salary paid over the number of term weeks or part thereof since the anniversary of employment*

B = number of term weeks, or part thereof, in the year

C = number of non-term weeks, or part thereof, in the year

D = is the salary paid over the non-term weeks, or part thereof, that have occurred since the anniversary of employment*

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

112. Termination

- 112.1The employment of any teacher shall not be terminated without at least 4 weeks notice either by the employee or Mission Australia. Where an employee is terminated by Mission Australia and the employee is over 45 with at least 2 years of continuous service, an additional week of notice will be provided.
- 112.2Those teachers other than casual, employed in a centre which operates for less than 48 weeks per year will have their final termination pay calculated in accordance with clause 111.

PART Q. ADDITIONAL CONDITIONS APPLYING TO CHILDREN'S SERVICES EMPLOYEES

113. General

- 113.1 The conditions set out in this Part only apply to employees who are classified as Children's Services Employees employed within Pre-Schools and Early Childhood Centres across Mission Australia.
- 113.2 Where any provision in this Part is inconsistent with any other provisions elsewhere in this Agreement, the provisions in this Part prevail.
- 113.3 A Pre-School is defined as child care establishment which either operates on a sessional basis or during hours and terms which approximate those of a recognised school as registered under the relevant State or Territory legislation.
- 113.4 An Early Childhood Centre is defined as an establishment which provides child care and/or early development programs and/or children under school age and/or early childhood intervention and shall not include pre-schools.

114. Shutdown during non term time

114.1 Further to the provisions of section 48.13 where a children's services employee has insufficient Hour Bank credits, Rostered Days Off or annual leave credits to cover the duration of a shutdown period, he or she will be on unpaid other leave for the period that is not covered.

115. Qualification Allowance

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

116. Higher Duties

116.1 Where a children's services employee works at a higher classification level, he or she will be paid at the higher rate for the hours worked. If the children's services employee works more than four hours at the higher classification, he or she will be paid at the higher rate for the whole day.

117. In-Service – Pre-Schools

- 117.1 A children's services employee employed in a Pre-School may be required to attend in-service courses totalling up to 38 hours in any calendar year which may be conducted during stand down non term time.
- 117.2 A children's services employee attending an in-service outside of their ordinary hours will accrue paid time off in accordance with section 35.

PART R. ADDITIONAL CONDITIONS APPLYING TO BUILDING AND CONSTRUCTION EMPLOYEES

118. General

- 118.1 The conditions set out in this Part only apply to employees who are classified as Building and Construction employees who are engaged in building, engineering and civil construction activities across Mission Australia, that are in all cases undertaken on-site.
- 118.2 Where any provision in this Part is inconsistent with any other provisions elsewhere in this Agreement, the provisions in this Part prevail.

119. Allowances

119.1 The salaries included in Appendix 1 include the value of any applicable allowances that would otherwise be payable under the *Building and Construction General Onsite Award 2010*.

120. Inclement Weather

- 120.1 Inclement weather means the existence of rain or abnormal climatic conditions (whether hail, extreme cold, high wind, severe dust storm, extreme high temperature or the like or any combination of these conditions) where it is not reasonable or it is unsafe for employees to continue working in those conditions
- 120.2 When inclement weather conditions exist, affected employees are not required to commence or continue to work where it is unreasonable or unsafe to do so. Mission Australia and employees, will confer within 60 minutes to determine whether or not the conditions referred to in this clause apply.
- 120.3 The cessation and resumption times of work after a period of inclement weather has ended will be recorded by Mission Australia.
- 120.4 Subject to the availability of alternative work in an employee's classification, Mission Australia may require employees to transfer from a location on a site where it is unreasonable and/or unsafe to work because of inclement weather, to another area on the same site or another site, where it is reasonable and safe to work and Mission Australia provides transport (where necessary).
- 120.5 Where an employee is not able to perform any work at any location because of inclement weather, the employee will receive payment at the ordinary rate for ordinary hours. Payment for time lost due to inclement weather is subject to a maximum of 32 hours pay in any four week period for each employee.
- 120.6 If an employee commences employment during a four week period of inclement weather the employee will be credited with:

- (a) 32 hours where the employee commences on any working day within the first week:
- (b) 24 hours where the employee commences on any working day within the second week:
- (c) 16 hours where the employee commences on any working day within the third week; and
- (d) eight hours where the employee commences on any working day within the fourth week in any four week period.

121. Additional wet weather procedure

Remaining on site

- 121.1 Mission Australia will not require the employees to remain on site beyond the expiration of any of the following circumstances, where, because of wet weather, the employees are prevented from working
 - a) for more than an accumulated total of four hours of ordinary time in any one day; or
 - b) after the meal break, for more than an accumulated total of 50% of the normal afternoon work time; or
 - c) during the final two hours of the normal work day for more than an accumulated total of one hour.

Where, by mutual agreement employees remain on site beyond the periods specified above, any such additional wet time will be paid.

Rain at starting time

121.2 Where employees are in the sheds, because they have been rained off, or because it is at starting time, morning tea, or lunch time, and it is raining, they will not be required to go to work in a dry area or to be transferred to another site unless the rain stops, or where either a covered walkway has been provided, the sheds are under cover and the employees can get to the dry area without going through the rain, or adequate protection is provided.

PART S. ADDITIONAL CONDITIONS APPLYING TO FOOD SERVICES EMPLOYEES

122. General

- 122.1 The conditions set out in this Part only apply to employees who are classified as Food Services employees who are engaged in a commercial restaurant.
- 122.2 Where any provision in this Part is inconsistent with any other provisions elsewhere in this Agreement, the provisions in this Part prevail.

123. Hours of Work

- 123.1 The hours of work of a full-time employee can be averaged over a period of no more than four weeks subject to the following:
 - (a) A minimum of six hours and a maximum of 11 hours may be worked on any one day. The daily minimum and maximum hours are exclusive of meal breaks;
 - (b) An employee cannot be rostered to work for more than 10 hours per day on more than three consecutive days without a break of at least 48 hours;
 - (c) No more than eight days of more than 10 hours may be worked in a four week period;
 - (d) An employee must be given a minimum break of 10 hours between the finish of ordinary hours of work on one day and the commencement of ordinary hours of work on the next day. In the case of changeover of rosters the minimum break must be eight hours;
 - (e) An employee must be given a minimum of eight full days off per four week period; or
 - (f) An employee under the age of 18 years must not required to work more than 10 hours in a shift.

124. Span of Ordinary Hours

124.1 The Span of Ordinary Hours to apply to employees covered by this Part is 7.00 a.m. to 10.00 p.m., Monday to Friday. This clause is in place of clause 31.1.

125. Annual leave

125.1 An employee is only entitled to an additional week of annual leave where he or she is working according to a 7 day shift roster and is regularly required to work on Sundays. This clause is in place of clause 48.2.

126. Shiftwork

- 126.1 The shiftwork provisions in this Section an in place of the shiftwork provisions set out in Section 41.
- 126.2 Shift penalties apply where an employee is rostered to work his or her ordinary hours outside the hours of 10:00pm to 7:00am, Monday to Friday.
- 126.3 Hours worked between 10:00pm and midnight, Monday to Friday, will be paid a shift penalty of 10 per cent per hour.
- 126.4 Hours worked between midnight and 7:00am, Monday to Friday, will be paid a shift penalty of 15 per cent per hour.
- 126.5 Any shifts worked on a weekend will be paid shift penalties of:
 - (a) 25 per cent for any work performed on a Saturday; and
 - (b) 50 per cent for any work performed on a Sunday.

PART T. DISPUTE RESOLUTION

127. Procedures for preventing and settling disputes

- 127.1 If a dispute relates to:
 - (a) a matter arising under this Agreement; or
 - (b) the National Employment Standards;
 - this Section sets out procedures to settle the dispute.
- 127.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this Section.
- 127.3 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 the relevant supervisors and/or managers.
- 127.4If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Australia.
- 127.5 Fair Work Australia may deal with the dispute in two stages:
 - (a) Fair Work Australia 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 Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.
- 127.6 While the parties are trying to resolve the dispute using the procedures in this Section;
 - (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her 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;
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed;
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.
- 127.7 The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this Section.

APPENDIX 1 – WAGE RATES

Service Delivery

Administrative Employees

	Pay	On	From July	From July		
Classification	Point	Commencement	2012	2013		
	Hourly Rates					
	1	18.8376	19.5911	20.3747		
Administrative Employee Level 1	2	19.5230	20.3040	21.1161		
	3	19.7167	20.5053	21.3256		
	4	19.9861	20.7855	21.6169		
	1	20.0355	20.8369	21.6704		
Administrative Employee Level 2	2	20.7209	21.5498	22.4117		
Administrative Employee Level 2	3	20.9280	21.7651	22.6357		
	4	21.2462	22.0960	22.9799		
	1	21.3161	22.1687	23.0554		
Administrative Employee Level 2	2	22.0014	22.8815	23.7967		
Administrative Employee Level 3	3	22.2230	23.1119	24.0364		
	4	22.2579	23.1482	24.0742		
	1	22.2786	23.1697	24.0965		
Administrative Employee Level 4	2	22.9633	23.8819	24.8371		
Administrative Employee Level 4	3	23.1918	24.1195	25.0842		
	4	23.3188	24.2516	25.2216		
	1	23.3653	24.3000	25.2720		
Administrative Employee Level E	2	24.0431	25.0048	26.0050		
Administrative Employee Level 5	3	24.2862	25.2576	26.2679		
	4	24.9327	25.9300	26.9672		
	1	28.2287	29.3578	30.5321		
Administrative Employee Level 6	2	28.6470	29.7929	30.9846		
Administrative Employee Level 6	3	29.0654	30.2280	31.4372		
	4	29.4889	30.6684	31.8952		
	1	30.8247	32.0577	33.3400		
Administrative Employee Level 7	2	31.2784	32.5295	33.8307		
Administrative Employee Level 7	3	31.7320	33.0013	34.3214		
	4	32.2109	33.4993	34.8393		
	1	33.5215	34.8624	36.2569		
Administrative Employee Level 9	2	34.0231	35.3840	36.7994		
Administrative Employee Level 8	3	34.5297	35.9109	37.3473		
	4	35.0590	36.4613	37.9198		

Aged Care Employees

Classification	Pay Point	On Commencement	From July 2012	From July 2013	
	Hourly Rates				
	1	18.6179	19.3626	20.1371	
	2	18.8965	19.6523	20.4384	
Aged Care Employee Level 1	3	19.1751	19.9421	20.7397	
	4	19.4536	20.2318	21.0410	
	1	20.0238	20.8247	21.6577	
	2	20.3358	21.1492	21.9952	
Aged Care Employee Level 2	3	20.6608	21.4872	22.3467	
	4	20.9858	21.8252	22.6982	
	1	21.1673	22.0140	22.8946	
Anad Care Franksis I aval 2	2	21.4965	22.3563	23.2506	
Aged Care Employee Level 3	3	21.8215	22.6944	23.6021	
	4	22.1465	23.0324	23.9536	
	1	22.1767	23.0637	23.9863	
Anad Care Franksis at aval 4	2	22.5179	23.4186	24.3554	
Aged Care Employee Level 4	3	22.8429	23.7566	24.7069	
	4	23.1679	24.0946	25.0584	
	1	23.2283	24.1574	25.1237	
Agad Cara Employee Layel F	2	23.5858	24.5292	25.5104	
Aged Care Employee Level 5	3	23.9572	24.9155	25.9121	
	4	24.3286	25.3018	26.3139	
	1	25.5585	26.5809	27.6441	
Agad Cara Employee Loyel 6	2	25.9536	26.9918	28.0715	
Aged Care Employee Level 6	3	26.3251	27.3781	28.4732	
	4	26.7429	27.8127	28.9252	
	1	26.9082	27.9845	29.1039	
Agod Caro Employee Loyel 7	2	27.3001	28.3921	29.5278	
Aged Care Employee Level 7	3	27.7179	28.8267	29.9797	
	4	28.1358	29.2612	30.4317	

Building & Construction Employees

Classification	Pay Point	On Commencement	From July 2012	From July 2013		
	Hourly Rates					
Building & Construction Employee Level 1	1	22.9822	23.9015	24.8576		
	2	23.3269	24.2600	25.2304		
Level 1	3	23.6768	24.6239	25.6089		
Puilding & Construction Employee	1	24.2688	25.2395	26.2491		
Building & Construction Employee Level 2	2	24.6328	25.6181	26.6428		
Level 2	3	25.0023	26.0024	27.0425		
Duilding 9 Construction Frances	1	25.6273	26.6524	27.7185		
Building & Construction Employee Level 3	2	26.0118	27.0522	28.1343		
Level 3	3	26.4019	27.4580	28.5563		
D. Illian C. Ornata attack Freedom	1	27.0620	28.1445	29.2702		
Building & Construction Employee Level 4	2	27.4679	28.5666	29.7093		
Level 4	3	27.8799	28.9951	30.1549		
D. 11. 0.0	1	28.5769	29.7200	30.9088		
Building & Construction Employee Level 5	2	29.0056	30.1658	31.3724		
Level 5	3	29.4407	30.6183	31.8430		
D. T. Const. of the Free!	1	30.1767	31.3838	32.6391		
Building & Construction Employee Level 6	2	30.6293	31.8545	33.1287		
Level o	3	31.0888	32.3323	33.6256		
D 11 00 1 1 5 1	1	31.8660	33.1406	34.4663		
Building & Construction Employee Level 7	2	32.3440	33.6377	34.9833		
Levei /	3	32.8291	34.1423	35.5080		

Children's Services Employees

Classification	Pay Point	On Commencement	From July 2012	From July 2013
		Hourly R	ates	
Children's Services Employee Level 1	1	18.9689	19.7276	20.5167
	1	19.1138	19.8783	20.6735
Children's Services Employee Level 2	2	19.2483	20.0182	20.8190
	3	19.3932	20.1689	20.9757
	1	19.9582	20.7565	21.5868
Children's Sandage Employee Level 2	2	20.1218	20.9266	21.7637
Children's Services Employee Level 3	3	20.2737	21.0846	21.9280
	4	20.4373	21.2548	22.1049
	1	21.9972	22.8771	23.7922
Children's Services Employee Level 4	2	22.9428	23.8605	24.8149
Cilidien's Services Employee Level 4	3	23.9983	24.9582	25.9566
	4	25.1366	26.1421	27.1878
	1	25.6644	26.6910	27.7586
Children's Sandage Employee Level F	2	27.5184	28.6191	29.7639
Children's Services Employee Level 5	3	28.3440	29.4777	30.6568
	4	29.1943	30.3620	31.5765
	1	29.5762	30.7592	31.9896
Children's Services Employee Level 6	2	29.8719	31.0668	32.3095
Cililateri's Services Employee Level 6	3	30.1707	31.3775	32.6326
	4	30.4724	31.6913	32.9589

Child Development Officers

Classification	Pay Point	On Commencement	From July 2012	From July 2013
		Hourly F	Rates	•
	1	17.7358	18.4452	19.1830
Child Development Officer Level 4	2	18.3177	19.0504	19.8125
Child Development Officer Level 1	3	19.0297	19.7908	20.5825
	4	19.7251	20.5141	21.3347
	1	20.3283	21.1414	21.9871
Child Dayalanmant Officer Layal 2	2	21.0380	21.8795	22.7547
Child Development Officer Level 2	3	21.7475	22.6174	23.5221
	4	22.3034	23.1956	24.1234
	1	22.9061	23.8223	24.7752
Child Davalanment Officer Lavel 2	2	23.6748	24.6217	25.6066
Child Development Officer Level 3	3	24.4435	25.4213	26.4381
	4	25.1507	26.1568	27.2030
	1	25.9195	26.9563	28.0346
Child Development Officer Level 4	2	26.2123	27.2608	28.3512
Cilia Developinent Onicer Lever 4	3	26.8557	27.9299	29.0471
	4	27.3312	28.4244	29.5614
	1	29.3819	30.5572	31.7794
Child Development Officer Level 5	2	30.2417	31.4514	32.7095
Child Development Officer Level 5	3	31.1016	32.3456	33.6395
	4	31.9614	33.2399	34.5695

Community Services Employees

Classification	Pay Point	On Commencement	From July 2012	From July 2013
		Hourly R	ates	
	1	17.6060	18.3103	19.0427
0	2	18.2446	18.9744	19.7334
Community Service Employee Level 1	3	18.9416	19.6992	20.4872
	4	19.0453	19.8070	20.5993
	1	20.5190	21.3398	22.1934
Community Comico Employee Lovel 2	2	21.3721	22.2270	23.1161
Community Service Employee Level 2	3	22.2134	23.1019	24.0260
	4	23.1248	24.0498	25.0118
	1	23.7558	24.7060	25.6943
Community Consider Employees Loyal 2	2	24.6322	25.6175	26.6422
Community Service Employee Level 3	3	24.8811	25.8763	26.9114
	4	25.7674	26.7981	27.8700
	1	27.3783	28.4735	29.6124
Community Coming Employee Lovel 4	2	28.1650	29.2916	30.4633
Community Service Employee Level 4	3	28.9519	30.1099	31.3143
	4	29.7272	30.9163	32.1530
	1	30.8106	32.0430	33.3247
Community Service Employee Level 5	2	31.8255	33.0985	34.4224
Community Service Employee Level 5	3	32.2265	33.5156	34.8562
	4	33.1335	34.4588	35.8371

Early Childhood Teachers

Classification	Pay Point	On Commencement	From July 2012	From July 2013
		Hourly R	ates	
	1	24.4399	25.4175	26.4342
	2	25.6842	26.7116	27.7800
	3	27.0272	28.1083	29.2326
	4	28.2672	29.3979	30.5738
	5	29.5540	30.7362	31.9656
Early Childhood Teacher Level 1	6	30.9833	32.2227	33.5116
	7	31.7627	33.0332	34.3546
	8	32.5350	33.8364	35.1899
	9	33.8313	35.1845	36.5919
	10	35.1837	36.5910	38.0547
	11	36.1316	37.5768	39.0799
	1	25.9875	27.0270	28.1081
	2	27.5978	28.7017	29.8498
	3	29.1495	30.3155	31.5281
	4	30.8710	32.1058	33.3900
Early Childhood Teacher Level 2	5	32.4712	33.7700	35.1208
	6	33.8313	35.1845	36.5919
	7	35.1837	36.5910	38.0547
	8	36.7076	38.1759	39.7029
	9	38.1759	39.7030	41.2911

Facilities Management Employees

Tuomise management Employees							
Classification	Pay Point	On Commencement	From July 2012	From July 2013			
		Hourly Rates					
	1	17.9097	18.6261	19.3712			
Facilities Management Employee	2	18.6488	19.3947	20.1705			
Level 1	3	19.1194	19.8842	20.6796			
	4	19.4213	20.1982	21.0061			
	1	19.7167	20.5053	21.3256			
Facilities Management Employee	2	19.9815	20.7808	21.6120			
Level 2	3	20.0911	20.8947	21.7305			
	4	20.5213	21.3422	22.1958			
	1	20.6418	21.4675	22.3262			
Facilities Management Employee	2	20.8249	21.6579	22.5242			
Level 3	3	21.2551	22.1053	22.9895			
	4	21.7105	22.5789	23.4821			
	1	22.2672	23.1579	24.0842			
Facilities Management Employee	2	22.8745	23.7895	24.7411			
Level 4	3	23.5071	24.4474	25.4253			
	4	24.1903	25.1579	26.1642			
	1	24.5445	25.5263	26.5474			
Facilities Management Employee	2	25.1581	26.1645	27.2111			
Level 5	3	25.7871	26.8186	27.8913			
	4	26.4318	27.4891	28.5886			

Food Services Employees

T COU CONTINUE EMPIOYCOS					
Classification	Pay Point	On Commencement	From July 2012	From July 2013	
	Hourly Rates				
	1	16.1251	16.7701	17.4409	
Food Comises Employee Level 4	2	16.5282	17.1894	17.8769	
Food Services Employee Level 1	3	16.8588	17.5331	18.2345	
	4	17.1960	17.8838	18.5992	
	1	18.3445	19.0783	19.8414	
Food Comitoes Employees Loyel 2	2	18.6144	19.3590	20.1334	
Food Services Employee Level 2	3	18.8936	19.6494	20.4354	
	4	19.1770	19.9441	20.7419	
	1	19.4647	20.2433	21.0530	
Food Comises Employee Level 2	2	19.7567	20.5469	21.3688	
Food Services Employee Level 3	3	20.0530	20.8551	21.6894	
	4	20.3538	21.1680	22.0147	
	1	20.6591	21.4855	22.3449	
Food Comises Employee Level 4	2	20.9690	21.8078	22.6801	
Food Services Employee Level 4	3	21.2836	22.1349	23.0203	
	4	21.6028	22.4669	23.3656	
	1	23.2144	24.1429	25.1086	
Food Continue Employee Lovel E	2	23.5626	24.5051	25.4853	
Food Services Employee Level 5	3	23.9160	24.8726	25.8676	
	4	24.2747	25.2457	26.2556	
	1	25.4429	26.4606	27.5191	
Food Sorvings Employee Lovel 6	2	25.8246	26.8576	27.9319	
Food Services Employee Level 6	3	26.2119	27.2604	28.3508	
	4	26.6051	27.6693	28.7761	
	1	27.3929	28.4887	29.6282	
Food Sorvings Employee Loyal 7	2	27.8038	28.9160	30.0726	
Food Services Employee Level 7	3	28.2209	29.3497	30.5237	
	4	28.6442	29.7900	30.9816	

Health Professional Employees

Ticalti i Tolossional Employees						
Classification	Pay Point	On Commencement	From July 2012	From July 2013		
	Hourly Rates					
	1	25.5358	26.5572	27.6195		
Health Professional Employee Level 1	2	26.0465	27.0884	28.1719		
Health Professional Employee Level 1	3	26.5674	27.6301	28.7353		
	4	27.0988	28.1827	29.3100		
	1	28.5537	29.6958	30.8836		
Lineth Professional Employees Level 2	2	29.2675	30.4382	31.6557		
Health Professional Employee Level 2	3	29.8528	31.0470	32.2888		
	4	30.4499	31.6679	32.9346		
	1	28.2751	29.4061	30.5823		
Lineth Drefessional Employees Level 2	2	28.8406	29.9942	31.1940		
Health Professional Employee Level 3	3	29.4174	30.5941	31.8179		
	4	30.0057	31.2060	32.4542		
	1	33.9394	35.2970	36.7088		
Health Professional Employee Loyal 4	2	34.6182	36.0029	37.4430		
Health Professional Employee Level 4	3	35.3105	36.7230	38.1919		
	4	36.0167	37.4574	38.9557		
	1	31.3394	32.5930	33.8967		
Health Professional Employee Level 5	2	31.9662	33.2448	34.5746		
Health Professional Employee Level 5	3	32.6055	33.9097	35.2661		
	4	33.2576	34.5879	35.9714		
	1	40.3465	41.9604	43.6388		
Health Professional Employee Level 6	2	41.1535	42.7996	44.5116		
Treatti Froiessional Employee Level 6	3	41.9765	43.6556	45.4018		
	4	42.8161	44.5287	46.3099		

Nurses

Classification	Pay Point	On Commencement	From July 2012	From July 2013			
		Hourly Rates					
	1	18.3477	19.0816	19.8449			
Assistant in Numeron	2	18.8987	19.6547	20.4409			
Assistant in Nursing	3	19.4498	20.2278	21.0369			
	4	20.0242	20.8252	21.6582			
	1	22.1111	22.9956	23.9154			
	2	22.5566	23.4589	24.3972			
Enrolled Nurse	3	22.8614	23.7758	24.7269			
	4	23.3303	24.2635	25.2341			
	5	23.7993	24.7513	25.7413			
	1	26.4063	27.4626	28.5611			
	2	27.3041	28.3963	29.5322			
	3	28.2325	29.3618	30.5363			
Day'stand N	4	29.1924	30.3601	31.5745			
Registered Nurse	5	30.1849	31.3923	32.6480			
	6	31.5253	32.7863	34.0978			
	7	33.1080	34.4323	35.8096			
	8	34.4211	35.7979	37.2298			
	1	34.7616	36.1521	37.5982			
Olivia al N. esa	2	35.2831	36.6944	38.1622			
Clinical Nurse	3	35.8123	37.2448	38.7346			
	4	36.3495	37.8035	39.3156			
	1	35.8044	37.2366	38.7261			
Olivia al N. es a Oliva i alian	2	36.3035	37.7557	39.2659			
Clinical Nurse Specialist	3	36.8481	38.3220	39.8549			
	4	37.4008	38.8968	40.4527			
	1	42.1353	43.8208	45.5736			
Clinical Numae Consultant	2	42.7674	44.4781	46.2572			
Clinical Nurse Consultant	3	43.4089	45.1452	46.9510			
	4	44.0600	45.8224	47.6553			
	1	38.0906	39.6143	41.1988			
Nurse Educator	2	39.1458	40.7116	42.3401			
Nurse Educator	3	40.0837	41.6870	43.3545			
	4	42.1353	43.8208	45.5736			

Post-Secondary Education Tutors/Teachers - CYI and LLNP

•	Pay Point	On Commencement	From July 2012	From July 2013
Classification		Hourly	Rates	
	1	21.7095	22.5778	23.4810
	2	22.4693	23.3681	24.3028
B (0 E "	3	23.2557	24.1859	25.1534
Post-Secondary Education Tutor/Teacher Level 1	4	24.0697	25.0325	26.0337
rutor/reacher Lever r	5	24.9121	25.9086	26.9449
	6	25.7840	26.8154	27.8880
	7	26.6865	27.7539	28.8641
	1	21.7095	22.5778	23.4810
	2	22.4693	23.3681	24.3028
	3	23.2557	24.1859	25.1534
	4	24.0697	25.0325	26.0337
Post-Secondary Education	5	24.9121	25.9086	26.9449
Tutor/Teacher Level 2	6	25.7840	26.8154	27.888
	7	26.6865	27.7539	28.8641
	8	27.3536	28.4478	29.5857
	9	28.0375	29.1590	30.3253
	1	22.4693	23.3681	24.3028
	2	23.2557	24.1859	25.1534
	3	24.0697	25.0325	26.0337
	4	24.9121	25.9086	26.9449
	5	25.7840	26.8154	27.8880
Post-Secondary Education	6	26.6865	27.7539	28.8641
Tutor/Teacher Level 3	7	27.3536	28.4478	29.5857
	8	28.0375	29.1590	30.3253
	9	28.7384	29.8879	31.0835
	10	29.4569	30.6351	31.8605
	11	30.1933	31.4010	32.6571
	1	23.2557	24.1859	25.1534
	2	24.0697	25.0325	26.0337
	3	24.9121	25.9086	26.9449
	4	25.7840	26.8154	27.8880
Post-Secondary Education	5	26.6865	27.7539	28.8641
Tutor/Teacher Level 4	6	27.3536	28.4478	29.5857
rately reacher Edver r	7	28.0375	29.1590	30.3253
	8	28.7384	29.8879	31.0835
	9	29.4569	30.6351	31.8605
	10		31.4010	
	10	30.1933 24.0697	25.0325	32.6571 26.0337
	2			
	3	24.9121 25.7840	25.9086 26.8154	26.9449 27.8880
	4			
Post-Secondary Education Tutor/Teacher Level 5		26.6865	27.7539	28.8641
	5	27.3536	28.4478	29.5857
	<u>6</u> 7	28.0375	29.1590	30.3253
		28.7384	29.8879	31.0835
	8	29.4569	30.6351	31.8605
	9	30.1933	31.4010	32.6571

Post-Secondary Education Tutors/Teachers - Home Tutor Coordinators

•	Pay	On	From July	From July
Classification	Point	Commencement	2012	2013
			l Salary	1
	1	42,898	44,614	46,398
	2	44,399	46,175	48,022
Post-Secondary Education	3	45,953	47,791	49,703
Tutor/Teacher Level 1	4	47,562	49,464	51,443
Tatoly Todollor Edvol 1	5	49,226	51,195	53,243
	6	50,949	52,987	55,107
	7	52,733	54,842	57,035
	1	42,898	44,614	46,398
	2	44,399	46,175	48,022
	3	45,953	47,791	49,703
D (0 E "	4	47,562	49,464	51,443
Post-Secondary Education Tutor/Teacher Level 2	5	49,226	51,195	53,243
rutor/reacher Level 2	6	50,949	52,987	55,107
	7	52,733	54,842	57,035
	8	54,051	56,213	58,461
	9	55,402	57,618	59,923
	1	44,399	46,175	48,022
	2	45,953	47,791	49,703
	3	47,562	49,464	51,443
	4	49,226	51,195	53,243
	5	50,949	52,987	55,107
Post-Secondary Education	6	52,733	54,842	57,035
Tutor/Teacher Level 3	7	54,051	56,213	58,461
	8	55,402	57,618	59,923
	9	56,787	59,058	61,421
	10	58,207	60,535	62,956
	11	59,662	62,048	64,530
		45,953	47,791	49,703
	1	· ·	· ·	· '
	2	47,562	49,464	51,443
	3	49,226	51,195	53,243
	4	50,949	52,987	55,107
Post-Secondary Education	5	52,733	54,842	57,035
Tutor/Teacher Level 4	6	54,051	56,213	58,461
	7	55,402	57,618	59,923
	8	56,787	59,058	61,421
	9	58,207	60,535	62,956
	10	59,662	62,048	64,530
	1	47,562	49,464	51,443
	2	49,226	51,195	53,243
	3	50,949	52,987	55,107
Post-Secondary Education	4	52,733	54,842	57,035
Tutor/Teacher Level 5	5	54,051	56,213	58,461
	6	55,402	57,618	59,923
	7	56,787	59,058	61,421
	8	58,207	60,535	62,956
	9	59,662	62,048	64,530

Pre-School Teachers

Classification	Paypoint	On Commencement	From July 2012	From July 2013		
		Hourly Rates				
	1	25.5159	26.5365	27.5980		
	2	26.8135	27.8860	29.0015		
	3	28.2151	29.3437	30.5175		
	4	29.5100	30.6904	31.9180		
	5	30.8539	32.0880	33.3715		
Pre-School Teacher Level 1	6	32.3433	33.6371	34.9826		
	7	33.1594	34.4858	35.8652		
	8	33.9632	35.3217	36.7346		
	9	35.3186	36.7313	38.2006		
	10	36.7285	38.1976	39.7255		
	11	37.7211	39.2299	40.7991		
	1	27.1300	28.2152	29.3438		
	2	28.8122	29.9647	31.1633		
	3	30.4314	31.6486	32.9145		
	4	32.2285	33.5176	34.8583		
Pre-School Teacher Level 2	5	33.8977	35.2536	36.6638		
	6	35.3186	36.7313	38.2006		
	7	36.7285	38.1976	39.7255		
	8	38.3215	39.8543	41.4485		
	9	39.8546	41.4488	43.1068		

Retail Employees

				I
Classification	Pay Point	On Commencement	From July 2012	From July 2013
		Hourly R	lates	
	1	17.3179	18.0106	18.7310
Retail Employee Level 1	2	17.7358	18.4452	19.1830
	3	18.1072	18.8315	19.5847
	4	18.5715	19.3143	20.0869
	1	18.2465	18.9763	19.7354
Detail Employee Level 2	2	18.7108	19.4592	20.2376
Retail Employee Level 2	3	19.1751	19.9421	20.7397
	4	19.6393	20.4249	21.2419
	1	18.5715	19.3143	20.0869
Detail Employee Loyel 2	2	19.0358	19.7972	20.5891
Retail Employee Level 3	3	19.5001	20.2801	21.0913
	4	20.0108	20.8112	21.6437
	1	19.2679	20.0386	20.8402
Detail Employee Level 4	2	19.7322	20.5215	21.3423
Retail Employee Level 4	3	20.2429	21.0526	21.8947
	4	20.7536	21.5838	22.4471
	1	20.2893	21.1009	21.9450
Detail Employee Level 5	2	20.7072	21.5355	22.3969
Retail Employee Level 5	3	21.1251	21.9701	22.8489
	4	21.6358	22.5012	23.4013
	1	21.1455	21.9913	22.8710
Betail Employee Loyel 6	2	21.7561	22.6263	23.5314
Retail Employee Level 6	3	22.3667	23.2613	24.1918
	4	22.8429	23.7566	24.7069

Waste Management Employees

Classification	Pay Point	On Commencement	From July 2012	From July 2013
		Hourly R	ates	
	1	16.4822	17.1415	17.8271
Mosts Management Employee Level 4	2	16.8072	17.4795	18.1787
Waste Management Employee Level 1	3	17.2250	17.9141	18.6306
	4	17.6429	18.3486	19.0826
	1	17.3179	18.0106	18.7310
Wasta Managament Employee Level 2	2	17.6429	18.3486	19.0826
Waste Management Employee Level 2	3	18.1072	18.8315	19.5847
	4	18.5715	19.3143	20.0869
	1	18.1072	18.8315	19.5847
 Waste Management Employee Level 3	2	18.4786	19.2178	19.9865
Waste Management Employee Level 3	3	18.9429	19.7006	20.4887
	4	19.4072	20.1835	20.9908
	1	19.1286	19.8938	20.6895
Wasta Managament Employee Level 4	2	19.5001	20.2801	21.0913
Waste Management Employee Level 4	3	20.0108	20.8112	21.6437
	4	20.5215	21.3423	22.1960
	1	19.9643	20.7629	21.5934
Waste Management Employee Level 5	2	20.3822	21.1975	22.0454
vvaste ivianagement Employee Level 5	3	20.8929	21.7286	22.5978
	4	21.4036	22.2598	23.1502

Service Managers

Service Managers

Classification	On F Commencement		From July 2013
	Ann		
Service Manager Level 1	71,500	74,360	77,334
Service Manager Level 2	75,651	78,677	81,824
Service Manager Level 3	81,291	84,543	87,925
Service Manager Level 4	92,164	95,851	99,685

Operations Support

Analysts

Classification	Pay Point	On Commencement	From July 2012	From July 2013
	Hourly Rates			
	1	35.2858	36.6972	38.1651
Analyst Level 1	2	37.1761	38.6632	40.2097
•	3	39.1168	40.6815	42.3088
	1	38.5119	40.0524	41.6545
Analyst Level 2	2	42.8471	44.5609	46.3434
	3	45.3675	47.1822	49.0695
	1	46.3756	48.2307	50.1599
Analyst Level 3	2	47.8879	49.8034	51.7955
	3	49.4001	51.3761	53.4312
Analyst Level 4	1	48.8961	50.8519	52.8860
	2	51.9206	53.9974	56.1573
	3	54.4410	56.6186	58.8834

Business Development Managers

Classification	Pay Point	On Commencement	From July 2012	From July 2013
	Hourly Rates			
Business Development Manager Level 1	1	33.8930	35.2487	36.6586
	2	36.0013	37.4413	38.9390
	3	38.0715	39.5944	41.1782
Durings Development Manager	1	39.9287	41.5258	43.1869
Business Development Manager Level 2	2	42.2237	43.9126	45.6691
Level 2	3	44.5716	46.3544	48.2086
Business Development Manager Level 3	1	46.8930	48.7687	50.7195
	2	50.9462	52.9841	55.1034
	3	53.3930	55.5287	57.7499

Development & Support Employees

Classification	Pay Point	On Commencement	From July 2012	From July 2013	
	Hourly Rates				
Development & Support Employee Level 1	1	27.4725	28.5714	29.7143	
	2	29.2830	30.4543	31.6725	
	3	31.0514	32.2935	33.5852	
Development & Compart Frances	1	36.2940	37.7457	39.2556	
Development & Support Employee Level 2	2	39.3185	40.8912	42.5269	
Level 2	3	41.4356	43.0931	44.8168	
Development & Support Employee Level 3	1	46.1236	47.9685	49.8873	
	2	49.2836	51.2550	53.3052	
Level 3	3	54.4410	56.6186	58.8834	

Implementation Employees

Classification	Pay Point	On Commencement	From July 2012	From July 2013		
		Hourly Rates				
	1	28.2287	29.3578	30.5321		
Implementation Employee Level 1	2	29.2368	30.4063	31.6225		
	3	30.2450	31.4548	32.7130		
	1	31.3540	32.6081	33.9125		
Implementation Employee Level 2	2	33.0174	34.3381	35.7117		
	3	34.6809	36.0682	37.5109		
	1	35.2858	36.6972	38.1651		
Implementation Employee Level 3	2	37.3021	38.7942	40.3460		
	3	38.8144	40.3670	41.9817		
Implementation Employee Level 4	1	38.8144	40.3670	41.9817		
	2	40.3266	41.9397	43.6173		
	3	41.8389	43.5125	45.2529		

Project & Practice Employees

Classification	Pay Point	On Commencement	From July 2012	From July 2013	
	Hourly Rates				
	1	29.2368	30.4063	31.6225	
Project & Practice Employee Level 1	2	32.7654	34.0760	35.4391	
	3	36.2940	37.7457	39.2556	
	1	34.2776	35.6488	37.0747	
Project & Practice Employee Level 2	2	37.0501	38.5321	40.0734	
	3	39.8226	41.4155	43.0721	
	1	36.7981	38.2700	39.8008	
Project & Practice Employee Level 3	2	40.0746	41.6776	43.3447	
	3	43.3511	45.0852	46.8886	
Project & Practice Employee Level 4	1	38.3103	39.8427	41.4364	
	2	41.4608	43.1193	44.8440	
	3	44.6114	46.3958	48.2516	

Support Managers

Classification	Pay Point	On Commencement	From July 2012	From July 2013	
	Hourly Rates				
	1	44.3593	46.1337	47.9790	
Support Manager Level 1	2	47.2074	49.0957	51.0595	
	3	50.9124	52.9489	55.0668	
	1	50.1563	52.1625	54.2490	
Support Manager Level 2	2	53.6848	55.8322	58.0655	
	3	57.7175	60.0262	62.4273	
	1	52.4246	54.5216	56.7025	
Support Manager Level 3	2	55.7516	57.9817	60.3009	
	3	59.7338	62.1232	64.6081	
Support Manager Level 4	1	52.9287	55.0459	57.2477	
	2	56.4573	58.7156	61.0642	
	3	60.7420	63.1717	65.6986	

Testing & Quality Assurance Employees

Classification	Pay Point	On Commencement	From July 2012	From July 2013		
		Hourly Rates				
T .: 0.0	1	30.9507	32.1887	33.4763		
Testing & Quality Assurance Employee Level 1	2	32.2613	33.5518	34.8938		
	3	33.7736	35.1245	36.5295		
	1	34.7817	36.1730	37.6199		
Testing & Quality Assurance Employee Level 2	2	35.7899	37.2215	38.7104		
Employee Level 2	3	36.7981	38.2700	39.8008		
Tastian C. O. alit. Assume	1	37.8062	39.3185	40.8912		
Testing & Quality Assurance Employee Level 3	2	39.1168	40.6815	42.3088		
Employee Level 3	3	40.8307	42.4640	44.1625		
Testing & Quality Assurance Employee Level 4	1	47.6359	49.5413	51.5229		
	2	51.9206	53.9974	56.1573		
	3	54.4410	56.6186	58.8834		

Appendix 2 – Classifications

The classification descriptions in this Appendix provide some broad guidance on the nature of work included under each category and the level of work expected of each level within that category.

Where there is any dispute about the classification of a job, the parties agree that the descriptions of the relevant award classification, identified according to the link in Appendix 3 will be used as the basis for determining the outcome of the dispute, including where the dispute is referred to Fair Work Australia in accordance with clause PART T. Where there is no relevant award classification, any dispute over the classification of the position will be based on the descriptions included in this Appendix.

Service Delivery

Administrative Employees	Employees engaged in work of a clerical nature in a service, regional, state or national office.	
	Indicative Duties/Responsibilities:	Indicative Skills, Qualifications and Experience:
Level 1	Works under direct supervision with work outcomes clearly monitored; Undertake attrightforward exerction of keyboard.	 Basic knowledge of administrative practices and procedures relevant to the workplace; Basic numeracy, written and verbal communication
	 Undertake straightforward operation of keyboard equipment including data input and word processing at a basic level; 	skills relevant to the work area.
	 Provide routine information including general reception and telephonist duties; 	
	 Undertake routine office duties involving filing, recording, checking and batching of accounts, invoices, orders, store requisitions and maintenance of a record system; 	
	Freedom to act is limited by standards and procedures;	
	 Solutions to problems are found in established procedures and instructions with assistance readily available. 	
	Works under regular supervision with work outcomes	Understanding of basic computer concepts;

Level 2	being monitored;	Application of techniques relevant to the workplace;
	 Assist with a range of administrative functions which may include: preparation of cash payment summaries, banking reports and bank statements, post journals to ledger, apply purchasing and inventory control requirements; Provide secretarial support requiring the exercise of sound judgement, initiative, confidentiality and sensitivity; Perform elementary tasks requiring knowledge of established work practices and procedures relevant to the work area; 	Knowledge of established work practices and procedures relevant to the workplace.
	 Solutions to problems may require the exercise of limited judgement, with guidance to be found in procedures, precedents and guidelines. Assistance is available when a problem occurs. 	
Level 3	Works under limited supervision with guidance on overall progress;	Sound understanding and application of computing concepts;
	 Provide secretarial support requiring the exercise of sound judgement, initiative, confidentiality and sensitivity; 	Knowledge of established work practices and procedures relevant to the workplace;
	 Performs tasks requiring sound knowledge of established work practices and procedures relevant to the work area; 	Sound knowledge of administrative activities.
	 Solutions to problems may require the exercise of judgement, with guidance available when a problem occurs. 	
Level 4	 Works under general supervision and allows scope for exercising initiative in the application of established work procedures; 	 Thorough knowledge of work activities; Sound knowledge of procedural/operational methods of the workplace;
	 Provide secretarial and/or administrative support requiring a high degree of judgment, initiative, confidentiality and sensitivity in the performance of work; 	Ability to apply computing concepts.
	 Assist with, or provide, a range of records management services. 	
Level 5	 Undertake activities which may require the employee to exercise judgment and/or contribute critical knowledge and skills where procedures are not clearly defined; 	 Knowledge of organisational programs, policies and activities; Sound discipline knowledge gained through experience,

	 Works under general direction in functions that require the application of specialised skills and knowledge appropriate to the work; Provide administrative support of a complex nature to senior employees; May be required to supervise staff at lower levels. 	training or education; • Knowledge of the organisation and its structure and service.
Level 6	 Performs the same duties as Level 5 and is employed as a Personal Assistant to Operations Manager. 	Relevant administrative experience to provide support to a senior manager.
Level 7	 Performs the same duties as Level 5 and is employed as a Personal Assistant to State Director or National Manager. 	Relevant administrative experience to provide support to a senior manager.
Level 8	 Performs the same duties as Level 5 and is employed as an Executive Assistant to Executive Leader. 	Relevant administrative experience to provide support to an executive.

Aged Care Employees	Employees engaged in the aged care industry who provide direct or support services to ensure the wellbeing of service users.	
	Indicative Duties/Responsibilities:	Indicative Skills, Qualifications and Experience:
Level 1	Works under limited supervision to provide assistance to clients in carrying out simple personal care tasks or, provides assistance to a higher-level Care Worker in attending to the personal care needs of a client;	An employee who has more than 3 months work experience in the industry.
	 Is capable of prioritising work within established routines, methods and procedures; 	
	 Has a limited level of accountability or discretion; 	
	 Requires specific on-the-job training and/or relevant skills training or experience. 	
Level 2	 Provides a wide range of personal, pastoral or recreational care services to clients; 	Holds a Certificate II or relevant experience acceptable to Mission Australia.
	 Works in accordance with Commonwealth and State legislative requirements and client's care plan; 	
	 Works under limited supervision and has a level of accountability for the quality of their own work; 	

	 Is capable of prioritising work within established routines, methods and procedures. 	
Level 3	 Develops and implements personal, pastoral or recreational programs of activities for clients including the development of client care plans; Works under limited supervision and has a level of 	Holds a Certificate Level III in Care Support Services or other appropriate qualification/experience acceptable to Mission Australia.
	 accountability for the quality of their own work; Is capable of prioritising work within established routines, methods and procedures. 	
Level 4	 Has overall responsibility for the provision of personal, pastoral or recreational care to clients; May be responsible for leading and/or supervising the work of others; Is capable of functioning semi-autonomously and prioritising work within established policies, guidelines and procedures; Has a substantial level of accountability for work performed. 	Certificate IV in Aged Care Work or other appropriate qualification/experience acceptable to Mission Australia and is required to act on the knowledge gained in such a qualification.
Level 5	 Employees at this level may be required to exercise any/all managerial functions in relation to the operation of the facility; Is capable of functioning with a high level of autonomy and prioritising work within established policies, guidelines and procedures; Has a substantial level of accountability and responsibility for work performed. 	An employee who may be required to have and use any additional qualifications than would be required for an Aged Care Employee Level 4.
Level 6	 Manages service accreditation and regulatory compliance; Manages the development of policies and procedures to ensure compliance with regulations; Facilitate audits, identify continuous improvement strategies and maintain currency of legislative requirements to ensure improved service delivery and compliance; May be responsible for supervising the work of others; 	 Relevant tertiary qualification and/or experience; Significant quality and compliance experience in the Aged Care industry.

	Is capable of functioning with a high level of autonomy and has a substantial level of accountability and responsibility for work performed.	
Level 7	 Responsible for all financial aspects of residents including: management of trust accounts, collection of fees, security and banking of monies and completion of audits; Manages the recording and reconciliation of financial entries; Responsible for all administrative functions of the service/s; Supervises staff at a lower level; Is capable of functioning autonomously, and prioritising their work and the work of others; Has a substantial level of accountability and responsibility for work performed. 	 Relevant tertiary qualification and/or experience in a business related discipline; Significant experience in business and accounts administration.

Building & Construction Employees	Employees engaged in general building and construction, civil construction, and metal and engineering construction undertaken on-site.	
	Indicative Duties/Responsibilities:	Indicative Skills, Qualifications and Experience:
Level 1	 Responsible for ensuring the quality of their own work subject to general supervision; Works from instructions and procedures; Uses precision measuring instruments; Basic handling functions; Operate small plant and pneumatic machinery; Operate a range of hand tools and oxy welding equipment; Operation of mobile equipment including forklifts, hand trolleys, pallet trucks, overhead cranes and winch operation; Assist one or more tradespersons; 	 Has completed 12 months in the industry; Has a knowledge of the construction process and understands the sequencing of construction functions; Ability to measure accurately; Successfully completed, in accordance with RPL principles, a construction skills test equivalent to the required competency standards; or Successfully completed a relevant structure training program equivalent to the required competency standards; or Successfully completed an Engineering Construction Industry Skills Certificate Level 1 consisting of 16 appropriate modules or formally recognised equivalent

Level 2	 Indicative job titles include: Tradesperson's labourer Works under limited supervision in one or more skill stream; Can interpret plans and drawings relevant to their functions; Assist with the provision of on-the-job training; Works from complex instructions and procedures; Co-ordinates work in a team environment or works individually under general supervision; Is responsible for assuring the quality of their own work; Implements basic fault-finding and problem solving skills within the employee's sphere of work; 	 accredited training so as to enable the employee to perform work within the scope of this level; or Obtained skills equivalent to the above gained through work experience subject to competency testing to the prescribed standards. Successfully completed, in accordance with RPL principles, a construction skills test equivalent to the required competency standards; or Successfully completed a relevant structure training program equivalent to the required competency standards; or Successfully completed an Engineering Construction Industry Skills Certificate Level 2 consisting of 20 appropriate modules or formally recognised equivalent accredited training so as to enable the employee to perform work within the scope of this level; or
	 Calculates safe loads and stress factors; Measures accurately using specialised equipment; Performs basic quality checks on the work of others; Indicative job titles include: Concrete finisher; Landscaper. 	 Obtained skills equivalent to the above gained through work experience subject to competency testing to the prescribed standards.
Level 3	 Performs work under limited supervision and applies discretion within their level; May have supervisory responsibilities; Understands and applies quality control techniques; Exercises a high level of measuring and calculation skills; Performs work of a trades or non-trades nature which is incidental or peripheral to the employee's main function and facilitates the completion of the whole task; Indicative job titles include: Bricklayer; Bridge and wharf carpenter; 	 Successfully completed a relevant trade apprenticeship or its AQF equivalent; Successfully completed, in accordance with RPL principles, a construction skills test for this level; or Has successfully completed the required competency standards; or Successfully completed an Engineering Construction Industry Skills Certificate Level 3 consisting of 24 appropriate modules or formally recognised equivalent accredited training so as to enable the employee to perform work within the scope of this level; or Obtained skills equivalent to the above gained through

	 Carpenter; Gardener; Painter; Plasterer; Tilelayer; Tradesperson landscaper. 	work experience subject to competency testing to the prescribed standards.
Level 4	 Works under limited supervision and applies discretion within their level; Understands and implements quality control techniques; Provides guidance and assistance as part of a work team; Exercises advanced trades and non-trade skills relevant to the specific requirements of the industry or enterprise at a higher level than Level 3; Indicative job titles include: Concrete paver; Specialist landscaper tradesperson. 	 Successfully completed the relevant structured training in addition to the requirements of a Level 3; Successfully completed, in accordance with RPL principles, a Construction Skills Test equivalent to the requirements of this level.
Level 5	 Works under limited supervision and applies discretion within their level; Provides trades guidance and assistance as part of a work team; Assists in the provision of training in conjunction with supervisors and trainer; Understands and implements quality control techniques. 	 Successfully completed the relevant structured training in addition to the requirements of a Level 4; Successfully completed, in accordance with RPL principles, a Construction Skills Test equivalent to the requirements of this level.
Level 6	 Works under limited supervision and applies discretion within their level; Provides training in conjunction with supervisors and trainers; Understands and implements quality control techniques; Prepares complex reports; Contributes to the design of work, and the application of labour; Assists in the supervision of work teams; Provides trades guidance and assistance as part of a work 	 Successfully completed the relevant structured training in addition to the requirements of a Level 5; Successfully completed, in accordance with RPL principles, a Construction Skills Test equivalent to the requirements of this level.

	team; Indicative job titles include: Sub-foreperson.	
Level 7	 Works under limited supervision and exercises broad discretion within their role; Designs training programs in conjunction with relevant supervisors and trainers; Understands and applies quality control techniques; Prepares complex reports; Contributes to the design of work and the application of labour; Undertakes quality control and work organisation at a higher level than Level 6; Provides trade guidance and assistance as part of a work team; Assists in the provision of training to employees in conjunction with supervisors/trainers; Prepares reports of a technical nature on specific tasks or assignments as directed; Indicative job titles include: – Foreperson. 	 Successfully completed the relevant structured training in addition to the requirements of a Level 6; Successfully completed, in accordance with RPL principles, a Construction Skills Test equivalent to the requirements of this level.

Children's Services Employees Level 1	An employee who contributes to the development of, and assists in, the implementation of the child care programs.	
	Indicative Duties/Responsibilities:	Indicative Skills, Qualifications and Experience:
	 Learning and implementing the policies, procedures and routines of the service; Learning how to establish relationships and interact with children; Learning the basic skills required to work in this environment with children; Giving each child individual attention and comfort as 	 An employee who has no formal qualification but is able to perform work within the scope of this level; The employee will receive structured and regular on the job training to perform the duties expected at this level.

	required;Works under regular supervision and is not usually left alone with children.	
Level 2	 Assist in the implementation of the children's program under supervision; Assist in the implementation of daily care routines; Develop awareness of and assist in maintenance of the health and safety of the children in care; Understand and work in accordance with Mission Australia's policies and procedures; Works under supervision with work outcomes being monitored. 	 An employee who has completed 12 months in Level 1, or a relevant AQF Certificate II, or in the opinion of Mission Australia has sufficient knowledge and experience to perform the work within the scope of this level; An employee at this level has limited knowledge and experience in children's services and is expected to take limited responsibility for their own work.
Level 3	 Assist in the preparation, implementation and evaluation of developmentally appropriate programs for individual children or groups; Record observations of individual children or groups for program planning purposes for qualified staff; Under direction, work with individual children with particular needs; Assist in the direction of untrained staff; Undertake and implement the requirements of quality assurance. 	 AQF Certificate II or III or equivalent qualification; and/or At least 12 months experience in relevant role; or Other appropriate Qualification/Experience acceptable to Mission Australia and is required to act on the knowledge gained in such a qualification.
Level 4	 Responsible, in consultation with the Early Childhood Teacher/Educator for the preparation, implementation and evaluation of a developmentally appropriate program for individual children or groups; Responsible to the Assistant Director/Director for the supervision of students on placement; Assist in ensuring a safe environment is maintained for both staff and children; Assist in ensuring that records are maintained for both staff and children; Assist in ensuring that records are maintained accurately for each child in their care; Develop, implement and evaluate daily care routines; 	Diploma in Children's Services or equivalent as recognised by the licensing authorities.

	 Ensure that the centre or service's policies and procedures are adhered to; Liaise with families. 	
Level 5	 Co-ordinate and direct the activities of employees engaged in the implementation and evaluation of developmentally appropriate programs; Contribute, through the Director to the development of the centre or service's policies; Co-ordinate centre or service operations including Occupational Health and Safety, program planning, staff training; Responsible for the day to day management of the centre in the temporary absence of the Director and for management and compliance with licensing and all statutory and quality assurance issues; Generally supervise all employees in the service. 	AQF Level V Diploma in Children's Services or equivalent.
Level 6	 Responsible for the overall management and administration of the service; Supervise the implementation of developmentally appropriate programs for children; Recruit staff in accordance with relevant regulations; Maintain day to day accounts and handle all administrative matters; Ensure that the service adheres to all relevant regulations and statutory requirements; Ensure that the service meets or exceeds quality assurance requirements; Liaise with families and outside agencies; Formulate and evaluate annual budgets; Liaise with management committees as appropriate; Provide professional leadership and development to staff; Develop and maintain policies and procedures for the service. 	 An AQF Advanced Diploma or a Diploma in Children Service's or a Diploma in Out-of-hours Care; or Other appropriate Qualification/Experience acceptable to Mission Australia and is required to act on the knowledge gained in such a qualification.

Child Development Officers	Employees who assist in the recruitment and training of Child Care Providers, monitors the care provided and undertakes the necessary administrative responsibilities associated with establishing a Family Day Care Scheme.		
	Indicative Duties/Responsibilities:	Indicative Skills, Qualifications and Experience:	
Level 1	 Has clearly defined objectives and undertakes tasks of an assisting or supportive nature; Prepare for and assist in childcare provider/caregiver training, support, social and/or learning activities (e.g. equipment maintenance, monitoring and basic cataloguing.) 	Develops knowledge and skills, through experience about Mission Australia's procedures.	
Level 2	 Operates with a degree of autonomy under general direction; Assist in the administration and coordination of a particular function within a service including: select and order library equipment, maintain and distribute education equipment and materials, and undertake cataloguing. 	May require knowledge of child development health, hygiene, welfare and safety issues relevant to their position.	
Level 3	 Operates with a degree of autonomy under limited supervision; Involved in service delivery including regular fieldwork, monitoring of standards of child care, support and development of child care providers, recruitment, selection and training of child care providers, liaison with parents and government departments, and placement of children. 	 Will have knowledge of child development, an understanding of childcare, community development and welfare issues; Diploma in Community Services and/or other relevant qualifications as required under State Regulations. 	
Level 4	 Responsible for the administration and/or coordination of a service; Have substantial involvement in service planning, policy development, implementation and administration, service delivery and ensuring statutory requirements are met; Have involvement in more than one discipline/program within a service, which may include planning for recruitment, assessment, training and development and support of childcare providers/caregivers, early childhood education programming, health, hygiene, welfare and safety policy setting, financial management and reporting. 	Relevant qualifications as required under State Regulations.	

Level 5	 Employees at this level exercises all managerial functions in relation to the operation of the service or multiple services; Is capable of functioning with a high level of autonomy and prioritising work within established policies, guidelines and procedures; 	•	Relevant qualifications as required under State Regulations.	
	 Has a substantial level of accountability and responsibility for work performed. 			

Community Services Employees	Required to work with clients and communities on an ongoing basis ensuring established goals are achieved by the client.		
	Indicative Duties/Responsibilities:	Indicative Skills, Qualifications and Experience:	
Level 1	 Works under direct supervision; Undertakes routine activities which require the practical application of basic skills and techniques; Freedom to act is limited by standards and procedures; Solutions to problems are found in established procedures and instructions with assistance readily available. 	Developing knowledge of work practices and policies relevant to the work area.	
Level 2	 Works under regular supervision with work outcomes being monitored; Performs elementary tasks requiring knowledge of established work practices and procedures and acquired skills relevant to their work area; Solutions to problems may require the exercise of limited judgement, with guidance to be found in procedures, precedents and guidelines. Assistance is available when a problem occurs. 	 Holds a certificate level qualification in Community Services or other appropriate qualification/experience acceptable to Mission Australia; Have attained previous experience in relevant industry. 	
Level 3	 Works under general supervision and allows scope for exercising initiative in the application of established work procedures; May deliver single stream training programs or co- 	 Entry level for Degree holder; or Associate Diploma with relevant experience or other appropriate qualification/experience acceptable to Mission Australia. 	

	ordinate elementary service programs;	
	 Undertakes responsibility for various activities within a specialised area. 	
Level 4	 Works under general direction in functions that require the application of skills and knowledge appropriate to the work; Perform duties of a specialised nature requiring the development of expertise over time or previous knowledge; Undertake a wide range activities which may require the employee to exercise judgment and/or contribute critical knowledge and skills where procedures are not clearly defined; May be required to supervise staff at lower levels. 	Relevant degree with at least 1 years experience or Associate Diploma with relevant experience or less formal qualification with substantial years of relevant experience.
Level 5	 Work under general direction from senior employees and exercise a degree of autonomy; Undertakes a range of functions requiring the application of a high level of knowledge and skills to achieve results in line with organisational goals; Provide expert advice to employees classified at a lower level; Plan, co-ordinate, implement and administer activities, policies and budgets; Develop, plan and supervise the implementation of educational or developmental programs for clients; Supervision of staff at lower level. 	Relevant degree with relevant experience or other appropriate qualification/experience acceptable to Mission Australia.

Early Childhood/Pre- school Teachers	Teachers engaged in early childhood education who hold relevant qualifications. Commencing pay point is determined based on years of experience in the industry since attainment of the relevant qualification.	
	Indicative Job title:	Indicative Skills, Qualifications and Experience:
Level 1	Early Childhood Teacher;	A teacher with a three year degree or equivalent at
	Pre-School Teacher.	university level in a field relevant to the teaching area.

Level 2	Early Childhood Teacher;	A teacher with a four year degree or equivalent at
	Pre-School Teacher.	university level in a field relevant to the teaching area.

Facilities Management Employees	Employees responsible for cleaning, landscaping, gardening or maintenance services.		
	Indicative Duties/Responsibilities:	Indicative Skills, Qualifications and Experience:	
Level 1	 Freedom to act is limited by standards and procedures; Works under direct supervision and is provided with regular guidance; Work outcomes are clearly defined and monitored; Undertakes a full range of general cleaning, gardening, landscaping or maintenance duties. 	Untrained and unqualified	
Level 2	 Is responsible for the quality of their own work subject to routine supervision; Undertakes a range of activities requiring the application of acquired skills and knowledge. 	Relevant experience and training	
Level 3	 Is responsible for work performed with a medium level of accountability and discretion; Performs work under limited supervision; Is capable of prioritising work within established policies, guidelines and procedures. 	Relevant Certificate III qualification	
Level 4	 Is capable of functioning with a high level of autonomy, and prioritising work within established policies, guidelines and procedures; Assists in the provision of on-the-job-training; Co-ordinates work in a team environment or works individually under general supervision; Is responsible for work performed with a substantial level of accountability and responsibility. 	 Is a trades qualified person who has completed relevant post trade training at Cert IV or Diploma level from a recognised training organisation; or Holds a trade certificate and/or posses the skills, knowledge and experience to perform work within the scope of this level. 	
Level 5	Is capable of functioning autonomously, and prioritsing their work and the work of others within established	Formal qualifications at trade level and relevant skills training or experience required to perform work within	

	policies, guidelines and procedures;	the scope of this level.
•	Is responsible for work performed with a substantial level	
	of accountability and responsibility;	
•	May supervise the work of others including work	
	allocation, rosters and guidance.	

Food Services Employees	Employees responsible for the preparation and/or delivery of food services to customers/clients.		
	Indicative Duties/Responsibilities:	Indicative Skills, Qualifications and Experience:	
Level 1	 Freedom to act is limited by standards and procedures; Works under direct supervision and is provided with regular guidance; Work outcomes are clearly defined and monitored; Duties at this level may include one or more of the following: General cleaning duties within a kitchen or food preparation area and scullery; Assisting employees who are cooking; Assembling and preparing ingredients for cooking; General pantry duties; Cleaning and tidying of a food services front of house, 	Untrained and unqualified	
Level 2	 not including service to customers. Is responsible for the quality of their own work subject to routine supervision; Undertakes a range of activities requiring the application of acquired skills and knowledge; Duties at this level may include one or more of the following: Specialised non-cooking duties in kitchen or food preparation area; Supervision, training and coordination of kitchen attendants at level 1; Undertaking general waiter duties of both food and/or 	Relevant experience and training	

	beverage including cleaning of tables; - Receipt of monies; - Attending a snack bar; - Engaged on delivery duties; - Assisting a qualified Cook or is an unqualified Cook; - Conducts barista duties; - Performs basic food preparation.	
Level 3	 Is responsible for work performed with a medium level of accountability and discretion; Performs work under limited supervision; Is capable of prioritising work within established policies, guidelines and procedures; Provide limited guidance to a limited number of lower level employees; Indicative job titles include: Cook (Qualified); Commi Chef who has completed an apprenticeship; Waiter; Head barman. 	Certificate III qualification or relevant experience
Level 4	 Is capable of functioning autonomously and prioritising work within established policies, guidelines and procedures; Assists in the provision of on-the-job-training; Co-ordinates work in a team environment or works individually under general supervision; Is responsible for work performed with a level of accountability and responsibility; Indicative job titles: Senior wait person who has completed an traineeship and carries out specialised skilled duties in a fine dining room or restaurant; Chef de Partie; Sommelier. 	Holds a relevant trade certificate and/or posses the skills, knowledge and experience.

Level 5	 Is capable of functioning autonomously, and prioritising their work and the work of others within established policies, guidelines and procedures; Is responsible for work performed with a significant level of accountability and responsibility; May supervise the work of others; Indicative job titles: Front of House Supervisor; Junior Sous Chef; Event/Function Coordinator. 	Formal qualifications at trade level and relevant skills training or experience required to perform work within the scope of this level.
Level 6	 Is capable of functioning with a high level of autonomy; Responsible for prioritising their work and the work of others; Is responsible for work performed with a substantial level of accountability and responsibility; Has overall responsibility for the supervision of the function; Indicative job titles include: Sous Chef; Restaurant Manager; Assistant Manager; Event Manager. 	Formal qualifications at trade level and relevant skills training or experience required to perform work within the scope of this level.
Level 7	 An employee at the level performs work at a higher skill level than Food Services Level 6; Indicative job titles include: Head Chef 	Formal qualifications at trade level and relevant skills training and experience required to perform work within the scope of this level

Health Professional Employees	Employees who perform specialised duties as a therapist or psychologist or other health profession.	
	Indicative Duties/Responsibilities:	Indicative Skills, Qualifications and Experience:
	Entry level for new graduates and for the early stages of	Tertiary qualification in relevant field;

Level 1	the career of a health professional	 Must meet the requirement to practise as a health professional (where appropriate in accordance with their professional association's rules and eligible for membership of their professional association); Registered, or eligible for registration, with the Australian Health Practitioner Regulation Authority where required.
Level 2	Performs the same duties as Level 1 and is employed as a Psychologist	 Tertiary qualification in relevant field; Must meet the requirement to practise as a psychologist (where appropriate in accordance with their professional association's rules and eligible for membership of their professional association); Registered, or eligible for registration, with the Australian Health Practitioner Regulation Authority where required.
Level 3	 Works independently and is required to exercise independent judgement on routine matters; May require professional supervision from more senior members of the profession or health team when performing novel, complex or critical tasks; May actively be involved in quality improvement activities or research; Contribute to the evaluation and analysis of guidelines, policies and procedures applicable to their clinical/professional work; May be required to contribute to the supervision of discipline specific students. 	In addition to the requirements of level 1, employees at this level must have demonstrated a commitment to professional development and may have contributed to workplace education through provision of seminars, lectures or in-services.
Level 4	Performs the same duties as Level 3 and is employed as a Psychologist	In addition to the requirements of level 2, employees at this level must have demonstrated a commitment to professional development and may have contributed to workplace education through provision of seminars, lectures or in-services.
Level 5	 Work in an area that requires high levels of specialist knowledge and skill as recognised by Mission Australia; 	In addition to the requirements of level 3, employees at this level would be experienced and must be able to

	 Actively contribute to the development of professional knowledge and skills in their field of work as demonstrated by positive impacts on service delivery, positive referral patterns to areas of expertise and quantifiable/measurable improvements in health outcomes; Performs a number of recognised specialties within a discipline. 	independently apply professional knowledge and judgment when performing novel, complex or critical tasks specific to their discipline.
Level 6	Performs the same duties as Level 5 and is employed as a Psychologist.	In addition to the requirements of level 4, employees at this level would be experienced and must be able to independently apply professional knowledge and judgment when performing novel, complex or critical tasks specific to their discipline.

Nurses	Nurse who provides direct nursing care based on compliance with the Australasian Nurse Registering Authorities Conference competencies, to a group of patients/clients.	
	Indicative Duties/Responsibilities:	Indicative Skills, Qualifications and Experience:
Nursing Assistant	 Works under direct supervision of a Registered or Enrolled Nurse; Primary function is to assist an RN or EN in the provision of nursing care to persons. 	No formal qualifications
Enrolled Nurse	 An ability to relate theoretical concepts to practice; Flexibility in the capacity to undertake work across the broad range of nursing activity; Observation and assessment skills to recognise and report deviations from stable conditions. 	Hospital based course of general training in nursing or a course accredited at advanced certificate level leading to enrolment as an Enrolled Nurse.
Registered Nurse	 Works under general direction; Delivery of direct and comprehensive nursing care and individual case management to patients/clients; Provision education, counseling and group work services; Has a level of accountability for standards of nursing care and service delivery. 	An employee who is registered with the relevant Nurses Registration Board as a Registered Nurse.
Clinical Nurse	Duties of a registered nurse;	A registered nurse who holds any other qualification

	 Delivery of direct and comprehensive nursing care to patients/clients with complex nursing care needs in a particular area of nursing practice; Responsible for planning and coordinating services relating to a particular group of patients/clients as delegated by the Clinical Nurse Consultant. 	and/or experience acceptable to Mission Australia.
Clinical Nurse Specialist	 Duties of a Clinical nurse; Is responsible for leading and/or supervising the work of others. 	 A registered nurse who holds any other qualification and/or has significant relevant experience as a clinical nurse acceptable to Mission Australia.
Clinical Nurse Consultant	 Duties of a Clinical Nurse; Acting as a consultant on request in the employee's own area of proficiency for the purpose of facilitating the provision of quality nursing care; Facilitating the delivery of direct and comprehensive nursing care to patients/clients with complex nursing care needs in a particular are of nursing practice; Managing nursing or multidisciplinary service teams for the provision of nursing and allied health services. 	A registered nurse who holds any other qualification and/or has significant relevant experience as a clinical nurse acceptable to Mission Australia.
Nurse Educator	 Duties of a Clinical Nurse; Accountable for the assessment, planning, implementation and evaluation of nursing education and staff development programs; Implementation and evaluation of patient/client education programs; Acting as a consultant on request in the required area of expertise for the purpose of facilitating the provision of quality nursing care. 	A registered nurse who holds any other qualification and/or has significant relevant experience as a clinical nurse acceptable to Mission Australia.

Post-Secondary Education Tutors/Teachers	Teachers or Tutors engaged in post-secondary education who hold relevant qualifications. Commencing pay point is determined based on years of experience in the industry since attainment of the relevant qualification.	
	Indicative Job title:	Indicative Skills, Qualifications and Experience:
Level 1	A person employed as a tutor of a program.	Tertiary qualifications or at least 2 years demonstrated

		 experience in the relevant field of expertise; and Certificate IV in Training and Assessment or equivalent.
Level 2	 Any other teacher who, including a Vocational Education and Training (VET) tutor who has the qualifications required by the accredited curriculum or training package and who delivers and/or assess national recognised competency based training which may result in a qualification or Statement of Attainment under the Australian Recognition Framework. 	 Qualifications required by the accredited curriculum or training package. Certificate IV in Training and Assessment or equivalent.
Level 3	A Teacher who holds the relevant corresponding qualifications for this level.	 A teacher with a degree of education (three year minimum) plus a recognised TESOL certificate; or A teacher with a degree (three year minimum) including LOTE/TESOL method;
Level 4	A Teacher who holds the relevant corresponding qualifications for this level.	 A teacher with a degree and diploma of education plus a recognised TESOL certificate; or A teacher with a degree and diploma including LOTE/TESOL method.
Level 5	A Teacher who holds the relevant corresponding qualifications for this level.	 A teacher with a degree and diploma of education and a diploma in TESOL (e.g. Dip SRA, Grad Dip TESOL); or A teacher with a postgraduate diploma in linguistics, languages other than English (LOTE), or multicultural education.

Retail Employees	Employees who work in the retail industry.	
	Indicative Duties/Responsibilities:	Indicative Job Titles:
Level 1	 The receiving and preparation for sale and/or display of goods in or about any shop; The pre-packing or packing, weighing, assembling, pricing or preparing goods or provisions or produce for sale; The display, shelf filling, replenishing or any other 	 Shop Assistants; Check-out Operator; Store Worker; Reserve Stock Hand; Driver – ute or van;

	 method of exposure or presentation for sales of goods; The sale or hire of goods by any means; The receiving, arranging or making payment by any means; The recording by any means of a sale or sales; The wrapping or packing of goods for despatch and the despatch of goods; Window dressing and merchandising; Loss prevention; Demonstration of goods for sale; The provision of information, advice and assistance to customers; The receipt, preparation, packing of goods for repair or replacement and the minor repair of goods; Work which is incidental to or in connection with any of the above. 	 Window Dresser (not qualified); Store Greeter; Assembler; Ticket Writer (not qualified); Trolley Collector, Telephone Order Salesperson; Door-to-door Sales Person; Demonstrator and Merchandiser.
Level 2	 An employee at this level performs work at a higher skill level than Level 1; Responsible for the operation of ride on equipment or forklift within a retail environment; 	 Forklift Operator; Ride on Equipment Operator;. Driver of a vehicle up to 4.5 tonnes.
Level 3	 Opening and closing of premises. An employee performs work at higher level than a Retail Worker Level 2; Supervisory assistance to a designated section manager or team leader; Opening and closing of premises and associated security; Balance daily takings and float, including completion of all relevant documentation; Responsible for the banking of takings; Security of cash. 	 Machine Operators; 2IC or Department Manager; Senior Salesperson; Corsetiere; Driver Selling Stock; Cook (not qualified) in a cafeteria; Designated second-in-charge of a section (i.e. Senior Sales Assistant); Designated second-in-charge to a service supervisor; Person employed alone with responsibilities for the security and general running of a shop;

		Driver of a vehicle over 4.5 tonnes.
Level 4	An employee at this level performs work at a higher level than Retail Worker Level 3;	An Assistant, Deputy, or 2IC Shop Manager of a shop without departments;
		 An employee who is required to utilise the skills of a trades qualified person for the majority of time in a week. This includes: Butcher, Baker, Pastry Cook, Florist;
		 An employee who has completed an appropriate trades course or holds an appropriate Certificate III and is required to use their qualifications in the course of their work;
		A window dresser (Cert III or equivalent experience)
		A shiftwork supervisor;
		 Section/Department Manager with up to 2 employees (including self);
		 Service Supervisor of up to 15 employees;
		Nightfill Supervisor/Leader.
Level 5	An employee at this level performs work at a higher level than a Retail Worker Level 4.	 A tradesperson in charge of other tradespersons within a section or department;
		Service Supervisor (more than 15 employees).
Level 6	An employee at this level performs work at a higher level than a Retail Worker Level 5.	 Section/Department manager with 5 or more employees (including self);
		 Manager/Duty Manager in a shop without Departments/Sections (may be under direction of person not exclusively involved in shop management);
		Assistant or 2IC Shop Manager of a shop with Departments/Sections.

Waste Management Employees	nagement		
	Indicative Duties/Responsibilities:	Indicative Job Titles:	
Level 1	 Freedom to act is limited by standards and procedures; Works under direct supervision and is provided with regular guidance; Work outcomes are clearly defined and monitored; Operate machinery under direct supervision, including a forklift and overhead crane; Collect recyclables from kerbside and pick up points; Ability to work in a production environment; Ability to comply with OHS requirements. 	 Entry level for employees who have completed a relevant traineeship; Depot/Warehouse hand in training. 	
Level 2	 An employee at this level performs work at a higher skill level than a level 1; Is responsible for the quality of their own work subject to routine supervision; Undertakes a range of activities requiring the application of acquired skills and knowledge; Operate machinery, including a forklift and overhead crane. 	 Labourer or depot hand at any waste management facility; Waste treatment and/or handling and/or disposal facility attendant and/or process worker; Offsider (includes Runners) to a Driver in all waste management systems. 	
Level 3	 Performs work at a higher skill level than a level 2 Is responsible for work performed with a medium level of accountability and discretion; Performs work under limited supervision; Is capable of prioritising work within established policies, guidelines and procedures. 	 Weighbridge operator; Trainee driver of vehicle up to and including 14 tonnes GVM; Driver of a waste management vehicle up to and including 4.5 tonnes GVM. 	
Level 4	 Performs work at a higher skill level than a level 3 Is capable of functioning with a high level of autonomy, and prioritising work within established policies, guidelines and procedures; Assists in the provision of on-the-job-training; Co-ordinates work in a team environment or works 	 Driver of a vehicle with a truck mounted loading crane; Driver/operator of a mechanical road sweeper; Operator of earthmoving plant at a waste management facility up to and including 150 BHP (estimated 112kW); Trainee driver of vehicle exceeding 14 tonnes GVM; Driver of a waste management vehicle exceeding 4.5 	

	 individually under general supervision; Is responsible for work performed with a substantial level of accountability and responsibility. 	tonnes GVM and up to and including 14 tonnes GVM
Level 5	 Performs work at a higher skill level than a level 4 is capable of functioning autonomously, and prioritsing their work and the work of others within established policies, guidelines and procedures; is responsible for work performed with a substantial level of accountability and responsibility. 	 Side lift vehicles (commercial collections); Liquid waste rigid vehicles; Lift on skip or morrell vehicles; Pantechnicon; Vehicle carrying septic tanks, chemical closets, portaloos etc.

Service Managers

Services Managers	Employees responsible for the management of a service/s, program/s or centre/s, and achievement of the service/program/centre's outcomes.		
	Typical Program(s) Complexities		
Level 1	 A manager of services/programs/centres whose total service/program/centre profile is considered to be of low complexity. 		
Level 2	A manager of services/programs/centres whose total service/program/centre profile is considered to be of medium complexity.		
Level 3	A manager of services/programs/centres whose total service/program/centre profile is considered to be of moderately high complexity.		
Level 4	A manager of services/programs/centres whose total service/program/centre profile is considered to be of extremely high complexity.		

Operations Support

Analysts	Employees engaged in business and systems analysis	Employees engaged in business and systems analysis and project management of the MACSIMS project.			
	Indicative Duties/Responsibilities:	Indicative Skills, Qualifications and Experience:	Indicative Job Title:		
Level 1	 Works under general supervision with assistance available when required; Collaborate with business partners, technology groups, suppliers and customer groups to elicit and analyse business requirements; Schedule requirements workshops and meetings as required, and co-ordinate analysis activities as instructed; Develop detailed Business Process Specifications, Business Requirements and System Functional/Non-functional Specifications that will drive the desired change to business process, system enhancement/ development activities; in accordance with the Business Analysis process framework; Understand and adhere to the Mission Australia's 	 Posses developed analytical skills; May utilise limited professional or specialised knowledge; Graduate or Subject matter expert (SME); Desired business and/or technology tertiary qualifications. 	Associate Business Analyst		
	analysis methodologies, tools and standards. In addition to the duties of level 1:	Strong analytical skills;	- Dusings Anglust		
Level 2	 Analyse and identify improvements to processes and/or systems to meet the needs of the customer and business; Collaborate with business partners, technology groups, suppliers and customer groups to elicit, analyse, prioritise, validate, document and communicate business requirements; Prepare business impact and risk assessments for the proposed change and/or recommended business solution; Support Testing, Training and Implementation 	 Minimum of two years business process improvement/ data analysis/ systems functional expertise; Sound discipline knowledge gained through experience, training or education; Desired business and/or technology tertiary qualifications. 	Business AnalystSystems Analyst		

	activities to ensure the successful delivery of the overall business and technology solutions.		
Level 3	 Lead the definition of requirements and design to meet the needs of the organisation through effective engagement of business partners, stakeholders and team; Ensure that the recommended solution is aligned to the targeted business outcomes – this includes use of subjective & objective data that is factual and performance based; Prepare business impact and risk assessments for the proposed change and/or recommended business solution; Train and coach lower level staff. 	 Strong analytical and people management skills; Minimum of five years of business process improvement/ data analysis/ systems functional expertise; Facilitation of business solution workshops involving participants from senior management to end business users; Knowledge of project management disciplines; Coaching and mentoring skills; Desired business and/or technology tertiary qualifications. 	Senior Systems Analyst
Level 4	 Research and analyse competitive drivers and market trends to identify new business opportunities and process improvements; Plan, Estimate and report on all project develoment activities; Train, coach & mentor lower level staff; Collaborate with key stakeholders to design business solutions; Share knowledge and learnings with the IT community to grow capability within the organisation; Implement organisational strategy in the arena of systems delivery and management. 	 Minimum ten years of business process improvement/ data analysis/ systems functional expertise; Knowledge of project management disciplines; Coaching and mentoring skills; Specialist knowledge gained through experience, training or education; Appreciation of the long-term goals of the organisation; Detailed knowledge of program activities and work practices; Desired business and/or technology tertiary qualifications. 	 Senior Business Analyst Development Manager

Business Development Managers	Employees engaged in identifying and securing local and national opportunities for business expansion.		
	Indicative Duties/Responsibilities:	Indicative Skills, Qualifications and Experience:	Indicative Job Title:
Level 1	 Works under general supervision and allows scope for exercising initiative with assistance available when required. Identify suitable tender opportunities in consultation with senior employees; Manage relationships with internal and external stakeholders; Coordinate the tender response process including information gathering, tender writing and submission within the required timeframes; Maintain the Tender database. 	 Qualification and/or experience in relevant discipline; Sound experience in Community Services; Sound written communication skills. 	Business Development Manager (Junior)
Level 2	 An employee at level 2 performs work at a higher skill level than level 1; Work under general direction from senior employees and exercise a degree of autonomy; Independently identify suitable tender opportunities; Act as a consultant and provide expert advice to internal stakeholders; Establish strategic partnerships with external stakeholders; Coordinate the tender response process including information gathering, tender writing and submission within the required timeframes; Maintain the Tender database. 	 Qualification and/or experience in relevant discipline; Extensive experience in Community Services; High level written communication skills. 	Business Development Manager
Level 3	 In addition to level 2 duties: Exercises a degree of autonomy with limited direction from senior employees; Lead and coordinate tender responses across a geographically defined area; Act as a consultant and provide expert advice to 	 Qualification and/or experience in relevant discipline; Extensive experience in Community Services; High level written communication skills; Demonstrated experience in managing and/or mentoring staff. 	 Senior Business Development Manager Joint Development Manager – New Opportunities

 senior managers; Facilitate information sharing to ensure national consistency; 	
Lead, mentor, coach and develop staff at level 1 and/or level 2.	

Development & Support Employees			
	Indicative Duties/Responsibilities:	Indicative Skills, Qualifications and Experience:	Indicative Job Title:
Level 1	 Perform the development of software solutions (projects, enhancements, maintenance and/or support) according to development standards; Providing reliable, stable and operationally sound applications that meet business requirements; Develop operational and system documentation to enable effective maintenance and support of applications; Conduct component testing of software solutions developed to ensure quality deliverables; Conduct low level complexity problem management and issue support to ensure system availability, reliability, stability, currency and recoverability. 	 One or more years of experience in an IT environment; Tertiary level qualifications in computer science or relevant industry recognized certification; Working knowledge of system analysis tools and methods. 	 Junior analyst programmer Junior developer Junior support Analyst
Level 2	 In addition to the duties of level 1: Develop operational and system documentation to enable effective maintenance and support of applications; Plan and conduct component testing of software solutions designed and developed to ensure quality deliverables; Using an understanding of business requirements and the applications roadmap, clarify with and influence the business in defining technical 	 Strong analytical skills; Minimum of two years experience in programming and application design; Experience delivering major pieces of work in a complex project environment; Desired experience providing quality review of code and providing technical advice and leadership to a development team; Tertiary level qualifications in computer science 	 Analyst Programmer Developer Support Analyst

	requirements to ensure system changes are aligned to longer term investment plans and meet business requirements; • Conduct medium level complexity problem management and issue support to ensure system availability, reliability, stability, currency and recoverability of applications.	or relevant industry recognized certification; Sound knowledge of system analysis tools and methods. 	
Level 3	 Drive the delivery of quality and sustainable development solutions for projects, enhancements, maintenance and/or support, in line with the broader business and technology strategies; Direct, own and develop business recovery, disaster recovery and continuity plans to deliver system availability, reliability, stability, currency and recoverability of applications to meet agreed service levels; Manage and liaise with multiple business stakeholders and suppliers to ensure application support and development initiatives are understood, accepted and engaged with where required by impacted external and internal stakeholders; Drive service management through identification, management and delegation of incidents and problem resolution, including notification of relevant stakeholders Monitor, control and manage the resources required to develop and maintain technology services; Monitor and review supplier performance; Conduct high level complexity problem management and level three issue support to ensure system availability, reliability, stability, currency and recoverability of applications; Administer and review the development and maintenance of operational and system 	 Strong analytical and people management skills Minimum of five years experience in application development/ support; People management experience; Coaching and mentoring skills; Tertiary level qualifications in computer science or relevant industry recognized certification; Advanced knowledge of system analysis tools and methods; Project management qualifications are desirable. 	IT lead and support lead Senior analyst programmer

documentation to enable consistent maintenance and support of applications; Contribute to high level solution design, including challenging and influencing architects and	
solutions designers.	

Implementation Employees	Employees engaged in implementation activities for the MACSIMS project.		
	Indicative Duties/Responsibilities:	Indicative Skills, Qualifications and Experience:	Indicative Job Title:
Level 1	 Works under general direction from senior employees and exercise a degree of autonomy; Conducts training needs analysis to determine training requirement both prior to and post training delivery; Deliver user training; Facilitate workshops; Responsible for assessing the gap between current processes and proposed processes to determine appropriate training and system requirements for effective implementation; Coordinate service set up and data migration. 	 Qualification and/or experience in relevant discipline; and/or Certificate IV in Training and Assessment or equivalent; and/or Previous experience in training delivery and/or development. Sound experience in Community Services; and/or Posses developed analytical and problem solving skills. 	Junior Trainer, Junior Implementation Analyst
Level 2	 An employee at level 2 performs work at a higher skill level than level 1; Undertakes activities which may require the employee to exercise judgment and/or contribute critical knowledge and skills where procedures are not clearly defined; Responsible for the preparation and delivery of training including supporting material; Responsible for assessing the gap between current processes and proposed processes to determine appropriate training and system requirements for effective implementation; 	 Qualification and/or experience in relevant discipline; and/or Certificate IV in Training and Assessment or equivalent; and/or Sound experience in Community Services; and/or Posses developed analytical and problem solving skills; Previous experience in training delivery and/or development. 	 Implementation Analyst and Trainer; Senior Implementation Analyst Senior Trainer

	 Conduct a training needs analysis to determine training requirement both prior to and post training delivery; Deliver user training; Facilitate workshops; Manage significant projects. 		
Level 3	Exercises autonomy with limited direction from senior employees; Responsible for the planning, coordination and tracking of implementation activities to ensure the smooth roll-out of MACSIMS; Capture feedback associated with MACSIMS implementation and prepare reports on project progress;	 Previous experience in project planning and coordination; Qualification and/or experience in relevant discipline; and/or Certificate IV in Training and Assessment or equivalent; and/or Sound experience in Community Services; and/or Previous experience in training delivery and/or development; Posses developed analytical and problem solving skills. 	Implementation Coordinator; Training & Communications Coordinator
Level 4		 Qualification and/or experience in project management; Experience in health, community or human services sector; Demonstrated experience in managing and/or mentoring staff. 	MACSIMS Implementation Manager MACSIMS Training Manager

Project & Practice Employees			
	Indicative Duties/Responsibilities:	Indicative Skills, Qualifications and Experience:	Indicative Job Title:
Level 1	 Liaise with project participants and focus groups; Plan and participate in the collection and collation of data; Perform analytical or investigative tasks within the parameters of the approved projects/programs; Prepare reports, charts/graphs and other associated documents to assist senior staff in making recommendations; Works under general supervision and allows scope for exercising initiative in the application of established work procedures. 	 Posses developed analytical skills; May utilise limited professional or specialised knowledge; Working knowledge of statutory requirements relevant to the workplace. 	 Project Officer Information and Communication Officer (Junior)
Level 2	 Develops reports and sources information from internal and external data sources to support business decisions and projects; Document procedures to ensure compliance with legal, regulatory and ethical standards; Perform duties of a specialised nature requiring the development of expertise over time or previous knowledge; Undertake a wide range of activities which may require the employee to exercise judgment and/or contribute critical knowledge and skills. 	 Knowledge of statutory requirements relevant to the work; Sound discipline knowledge gained through experience, training or education. 	 Senior Project Officer Information and Communication Officer (Senior) Senior CS Project Coordinator
Level 3	 Work under general direction from senior employees and exercise a degree of autonomy; Facilitate key projects including idea generations and research, implementation and post implementation review; Use project management methodologies to ensure 	 Relevant degree and/or relevant experience; Sound discipline knowledge gained through experience; Knowledge of the role of the organisation, its structure and services; Sound knowledge of statutory obligations, policies 	 Project Manager (Small or single projects); CS Marketing Manager

	that agreed deliverables are provided within the required timeframes; • Ensure effective internal dissemination of company news, announcements, marketing event calendars and other communications to the field; • Providing technical marketing experience to manage advertising, public relations and promotional activities.	and procedures.	
Level 4	 Implement organisational strategy for Community Services in the arena of quality service delivery and management; Develop and support the implementation of national community services standards, policy, procedure and practice guidelines relevant to the quality management of services, staff and client delivery; Support service accreditation against required quality and standards framework; Facilitate continuous improvement in service management systems and case management/client service delivery; Provide expert guidance to service teams and managers; Exercises autonomy with limited direction from senior employees; Utilises selection methods and techniques based on sound judgment; Manage significant projects. 	 Relevant degree and/or substantial management experience; Specialist knowledge gained through experience, training or education; Appreciation of the long-term goals of the organisation; Detailed knowledge of program activities and work practices. 	 Project Manager (multiple or significant projects) Policy and Practice Officer Quality Advisor Executive Officer - YAT National Networks

Support	Managers of employees engaged in a national support role.			
Managers				
Level 1	Indicative Duties/Responsibilities: Indicative Skills, Qualifications and Experience: Indicative Job Title:			
	Lead, mentor, coach, develop and manage the	Qualification and/or experience in project	 MACSIMS 	
	MACSIMS Implementation and Training team to	management and training;	Implementation	

	 ensure the successful implementation of MACSIMS in the business; Manage, control and report on project schedules to ensure that project/s are delivered within the required timeframes and meet user requirements; Manage project budget and resources. 	 Experience in health, community or human services sector; Demonstrated experience in managing and/or mentoring staff. 	and Training Manager
Level 2	 Lead, mentor, coach, develop and manage a team of specialists who contribute to policy, quality frameworks and compliance in Community Services; Lead the development, implementation and monitoring of national standards, policy, practice guidelines, toolkits and quality frameworks for Community Services; Provide high level policy advice to the business; Develop and implement strategies for embedding a quality culture in Community Services; Manager a portfolio of quality and compliance projects. 	 Tertiary qualification relevant to community services or related field; 5 years management experience in the health, community, human services or other relevant sector; Experience in project management; Demonstrated experience in people management; High level understanding of the Community Services compliance and practice environment. 	Quality Manager Policy & Practice Manager
Level 3	 Lead, mentor, coach, develop and manage a team of technical specialists who undertake analysis, programming and testing; Monitor and manage development streams including the prioritisation of new product releases and enhancements; Manage vendor relationships including vendor deliverables, timeframes and quality; Develop a suite of customised management information reports; Engage with relevant stakeholders to define the requirements of applications and determine an optimum design for subsequent development. 	 Tertiary qualifications relevant to IT; Experience in project management; At least 5 years experience in implementing software solutions; Demonstrated experience in people management; High level understanding of change management principles and their application in an IT&T project. 	MACSIMS Manager
Level 4	 Manage, supervise and evaluate a community based development program; Lead an organisational unit/department; 	 Tertiary qualification relevant to community services or related field; Experience in project management; 	National Manager, Training, Quality

•	Provide function direction and achieve results through influencing key stakeholders; Recognised as a subject matter expert and act as a consultant to the business; Accountable for major projects that impact on the direction of the program; Indentify and evaluate the challenges, opportunities and suitability of numerous programmes; Manage a diverse and complex group of programmes/projects simultaneously;	 10 years management experience in the health, community, human services, training or other relevant sector; Demonstrated experience in people management. 	and Compliance Manager, Language, Literacy and Numeracy Program
•	Develop reports, timeframes, budgets and analysis to ensure effective and efficient implementation and management of resources.		

Testing & Quality Assurance Employees	Employees engaged in the testing and quality assurance of MACSIMS.		
	Indicative Duties/Responsibilities:	Indicative Skills, Qualifications and Experience:	Indicative Job Title:
Level 1	 Build and execute test cases, test scenarios and test scripts for all assigned projects/enhancements to deliver a consistent and quality output; Provide input into the analysis of relevant documents for assigned projects to determine Testing requirements; Liaise with business users, Business Analysts and Developers to ensure that planned testing within a project meets their requirements; Develop and execute non-functional/technical testing scripts through the use of current tools and techniques to ensure the successful delivery of project outcomes. 	 Posses developed analytical skills; One or more years experience within testing/ change management environment; Desired tertiary level qualifications; Familiarity and working knowledge of testing tools and frameworks. 	Junior Test Analyst

Level 2	 Deliver quality testing outcomes across various platforms through analysis, scheduling, creation and execution of Test designs, cases and procedures to ensure a consistent and quality outcomes; Raise any defects found during test and escalate in accordance with set procedures to ensure resolution of issues within appropriate timeframes to minimise impact on project quality and schedule; Provide regular updates on progress of allocated test designs and test cases to ensure Testing deadlines are met; Acquire and analyse all relevant documents for assigned projects to determine testing requirements. 	 Strong analytical skills; Minimum of two years experience within testing/ change management environment;; Sound discipline knowledge gained through experience, training or education; Desired tertiary level qualifications Familiarity and working knowledge of testing tools and frameworks. 	Test Analyst
Level 3	 In addition to the duties of level 2: Mentor the testing team; Manage the review and assist in the delivery of test documentation to ensure the Test Analysts within the team follow the established Testing governance framework, methodology and quality control procedures; Develop the Testing strategy/approach for assigned projects to set the Testing direction and approach for Testing services; Ensure the test environments are properly established to control and monitor end-to-end Testing of applications and infrastructure component to ensure the Testing environment has the right tools (manual and/or automated) in place to enable practitioners to deliver a consistent and quality output; Responsible for the periodic reporting of test status for assigned projects to ensure all relevant stakeholders are appropriately informed of progress to schedule; 	 Strong analytical and people management skills; Minimum of five years experience within testing/ change management environment; Knowledge of project management disciplines Coaching and mentoring skills; Desired business and/or technology tertiary qualifications; Broad knowledge of testing tools and frameworks supported by experience. 	Senior Test Analyst

	 Review and verify architecture and technical principals for project(s) to ensure project quality and governance across the software engineering lifecycle. 		
Level 4	 Research and analyse competitive drivers and market trends to identify new business opportunities and process improvements; Plan, Estimate and report on all project develoment activities; Train, coach & mentor lower level staff; Collaborate with key stakeholders to design business solutions; Share knowledge and learnings with the IT community to grow capability within the organisation; Implement organisational strategy in the arena of systems delivery and management. 	 Minimum ten years of business process improvement/ data analysis/ systems functional expertise; Knowledge of project management disciplines; Coaching and mentoring skills; Specialist knowledge gained through experience, training or education; Appreciation of the long-term goals of the organisation; Detailed knowledge of program activities and work practices; Desired business and/or technology tertiary qualifications. 	Systems Quality Manager

Appendix 3 – Link between Classifications and Modern Awards

Service Delivery Classi	ifications Corresponding Award	Corresponding Award Classification
Administrative Emplo	yees	
	Social, Community, Home Care & Disability Services Industry Award	Social and Community Services Employee Level 1
	Aged Care Award Educational Services (Post- Secondary Education) Award	Aged Care Employee Level 2 General Staff Level 1
Level 1	General Retail Industry Award	Retail Employee Level 1
	Social, Community, Home Care & Disability Services Industry Award	Social and Community Services Employee Level 2
	Aged Care Award	Aged Care Employee Level 3
Level 2	Educational Services (Post- Secondary Education) Award General Retail Industry Award	General Staff Level 2 Retail Employee Level 4
LGVGI Z	Social, Community, Home Care & Disability Services Industry Award	Social and Community Services Employee Level 3
	Aged Care Award Educational Services (Post-	Aged Care Employee Level 4
	Secondary Education) Award	General Staff Level 3
Level 3	General Retail Industry Award	Retail Employee Level 6
	Social, Community, Home Care & Disability Services Industry Award	Social and Community Services Employee Level 3
	Aged Care Award	Aged Care Employee Level 5
	Educational Services (Post- Secondary Education) Award	General Staff Level 4
Level 4	General Retail Industry Award	Retail Employee Level 6
	Social, Community, Home Care & Disability Services Industry Award	Social and Community Services Employee Level 4
	Aged Care Award Educational Services (Post- Secondary Education) Award	Aged Care Employee Level 6 General Staff Level 5
Level 5	General Retail Industry Award	Retail Employee Level 7
	Social, Community, Home Care & Disability Services Industry Award	Social and Community Services Employee Level 4
	Aged Care Award Educational Services (Post-	Aged Care Employee Level 6
Laval C	Secondary Education) Award	General Staff Level 5
Level 6	General Retail Industry Award Social, Community, Home Care & Disability Services Industry Award	Retail Employee Level 7 Social and Community Services Employee Level 4
	Aged Care Award Educational Services (Post-	Aged Care Employee Level 6
Lovel 7	Secondary Education) Award	General Staff Level 5
Level 7	General Retail Industry Award	Retail Employee Level 7

	Social, Community, Home Care & Disability Services Industry Award	Social and Community Services Employee Level 4
	Educational Services (Post- Secondary Education) Award	General Staff Level 5
	General Retail Industry Award	Retail Employee Level 7
Level 8	Aged Care Award	Aged Care Employee Level 6
Aged Care Employees		
Level 1		Aged Care Employee Level 2
Level 2		Aged Care Employee Level 3
Level 3		Aged Care Employee Level 4
Level 4	Aged Care Award	Aged Care Employee Level 5
Level 5		Aged Care Employee Level 6
Level 6		Aged Care Employee Level 6
Level 7		Aged Care Employee Level 7
Building and Construction Em	ployees	
Level 1		CW/ECW 1 (level d)
Level 2		CW/ECW 2
Level 3	T	CW/ECW 3
Level 4	Building and Construction General On-site Award	CW/ECW 4
Level 5	On-site Award	CW/ECW 6
Level 6		CW/ECW 7
Level 7		CW/ECW 8
Children's Services Employee	s	
		Children's Services Employee
Level 1		Level 1
Lavel 2		Children's Services Employee
Level 2	-	Level 2 Children's Services Employee
Level 3		Level 3
Level 4	Children's Services Award	Children's Services Employee Level 4
Level 5		Children's Services Employee Level 5
Level 6		Children's Services Employee Level 6
Child Development Officers	·	•
Level 1		Family Day Care Employee Level 1
Level 2		Family Day Care Employee Level 2
Level 3	Social, Community, Home Care and Disability Services Industry Award	Family Day Care Employee Level 3
Level 4		Family Day Care Employee Level 4
Level 5		Family Day Care Employee Level 5
Community Services Employe		

<u>l. . </u>		Social and Community
Level 1	-	Services Employee Level 1
Level 2		Social and Community Services Employee Level 2
Level 3	Social, Community, Home Care and Disability Services Industry Award	Social and Community Services Employee Level 3
Level 4	Disasimy convisce industry minara	Social and Community Services Employee Level 4
Level 5		Social and Community Services Employee Level 5
Early Childhood/Pre-School Te	achers	, , , , , , , , , , , , , , , , , , , ,
Level 1	Educational Services (Teachers)	Teacher with a 3 year degree
Level 2	Award	Teacher with a 4 year degree
Facilities Management Employ	995	reacher war a Tyear aegree
1 acinties management Employ	Aged Care Award	Aged Care Employee Level 2
	Children's Services Award	Children's Services Support Employee Level 1
	Social, Community, Home Care &	Social and Community
Level 1	Disability Services Industry Award	Services Employee Level 1
	Aged Care Award	Aged Care Employee Level 3
	Children's Services Award	Children's Services Support Employee Level 2
	Social, Community, Home Care &	Social and Community
Level 2	Disability Services Industry Award	Services Employee Level 2
	Aged Care Award	Aged Care Employee Level 4
	Children's Services Award	Children's Services Support Employee Level 3
Level 3	Social, Community, Home Care & Disability Services Industry Award	Social and Community Services Employee Level 3
	Aged Care Award	Aged Care Employee Level 6
Level 4	Social, Community, Home Care & Disability Services Industry Award	Social and Community Services Employee Level 4
	Aged Care Award	Aged Care Employee Level 7
Level 5	Social, Community, Home Care & Disability Services Industry Award	Social and Community Services Employee Level 5
Food Services Employees		
	Aged Care Award	Aged Care Employee Level 2
	Children's Services Award	Children's Services Support Employee Level 1
	Restaurant Industry Award	Food and Beverage Attendant Grade 1
Level 1	Restaurant Industry Award	Kitchen Attendant Grade 1
	Aged Care Award	Aged Care Employee Level 3
		Children's Services Support
	Children's Services Award	Employee Level 2
	General Retail Industry Award	Retail Employee Level 3
Level 2	Restaurant Industry Award	Food and Beverage Attendant Grade 2

	Restaurant Industry Award	Kitchen Attendant Grade 2
	Restaurant Industry Award	Cook Grade 1
	Social, Community, Home Care &	Social and Community
	Disability Services Industry Award	Services Employee Level 1
	Aged Care Award	Aged Care Employee Level 4
	Obilities de Oceanica Anna de	Children's Services Support
	Children's Services Award	Employee Level 3 Food and Beverage
	Restaurant Industry Award	Attendant Grade 3
	Restaurant Industry Award	Kitchen Attendant Grade 3
	Restaurant Industry Award	Cook Grade 2
	Social, Community, Home Care &	Social and Community
Level 3	Disability Services Industry Award	Services Employee Level 2
	Aged Care Award	Aged Care Employee Level 5
		Food and Beverage
	Restaurant Industry Award	Attendant Grade 4
	Restaurant Industry Award	Cook Grade 3
Laval 4	Social, Community, Home Care &	Social and Community
Level 4	Disability Services Industry Award	Services Employee Level 3
	Aged Care Award	Aged Care Employee Level 6 Food and Beverage
	Hospitality Industry Award	Supervisor
	Transferment, management, mana	Food and Beverage
	Restaurant Industry Award	Supervisor
	Restaurant Industry Award	Cook Grade 4
	Social, Community, Home Care &	Social and Community
Level 5	Disability Services Industry Award	Services Employee Level 4
	Aged Care Award	Aged Care Employee Level 7
	Restaurant Industry Award	Cook Grade 5
Level 6	Social, Community, Home Care & Disability Services Industry Award	Social and Community Services Employee Level 5
Level 0	Restaurant Industry Award	Cook Grade 5
Level 7	•	Social and Community
	Social, Community, Home Care & Disability Services Industry Award	Services Employee Level 6
Health Professional Employees		
Level 1		Health Professional Level 1
Level 2		Health Professional Level 1
Level 3	Health Professionals and Support	Health Professional Level 2
Level 4	Services Award	Health Professional Level 2
Level 5		Health Professional Level 3
Level 6		Health Professional Level 3
Nurses	<u> </u>	1 TOURT 1 TOTOSSIONAL LEVEL S
Nursing Assistant		Nursing Assistant
Enrolled Nurse		Enrolled Nurse
Registered Nurse		Registered Nurse Level 1
Clinical Nurse	Nurses Award	Registered Nurse Level 2
Clinical Nurse Specialist		Registered Nurse Level 3
Clinical Nurse Specialist Clinical Nurse Consultant		Registered Nurse Level 3
Ciinicai Nuise Consultant		Tredistered Marse Fevel 3

Nurse Educator		Registered Nurse Level 3
Post-Secondary Education	on Tutors/Teachers	
Level 1		Tutor/Instructor Level 2
Level 2	Educational Consists (Post	Teacher Category D
Level 3	Educational Services (Post- Secondary Education) Award	Teacher Category C
Level 4		Teacher Category B
Level 5		Teacher Category A
Retail Employees		
Level 1		Retail Employee Level 1
Level 2		Retail Employee Level 2
Level 3	General Retail Industry Award	Retail Employee Level 3
Level 4	General Retail industry Award	Retail Employee Level 4
Level 5		Retail Employee Level 5
Level 6		Retail Employee Level 6
Level 7		Retail Employee Level 7
Level 8		Retail Employee Level 8
Waste Management Emp	loyees	
Level 1		Level 1
Level 2		Level 2
Level 3	Waste Management Award	Level 3
Level 4		Level 4
Level 5		Level 5

Service Managers Classifications	Corresponding Award	Corresponding Award Classification
Service Managers		
Level 1		Social and Community Services Employee Level 6
Level 2	Social, Community, Home Care and	Social and Community Services Employee Level 6
Level 3	Disability Services Industry Award	Social and Community Services Employee Level 6
Level 4		Social and Community Services Employee Level 6

Operations Support Classifications	Corresponding Award	Corresponding Award Classification
Analysts		
Level 1	Social, Community, Home Care and	Social and Community Services Employee Level 3
Level 2	Disability Services Industry Award	Social and Community Services Employee Level 4

		Social and Community
Level 3		Services Employee Level 5
Level 4		Social and Community Services Employee Level 6
Business Development Manage	ers	Octvices Employee Level o
Level 1		Social and Community Services Employee Level 4
Level 2	Social, Community, Home Care and Disability Services Industry Award	Social and Community Services Employee Level 5
Level 3		Social and Community Services Employee Level 6
Development and Support Emp	loyees	
Level 1		Social and Community Services Employee Level 3
Level 2	Social, Community, Home Care and Disability Services Industry Award	Social and Community Services Employee Level 4
Level 3		Social and Community Services Employee Level 5
Implementation Employees		
Level 1		Social and Community Services Employee Level 3
Level 2	Social, Community, Home Care and	Social and Community Services Employee Level 3
Level 3	Disability Services Industry Award	Social and Community Services Employee Level 4
Level 4		Social and Community Services Employee Level 5
Project & Practice Employees		
Level 1		Social and Community Services Employee Level 3
Level 2	Social, Community, Home Care and	Social and Community Services Employee Level 4
Level 3	Disability Services Industry Award	Social and Community Services Employee Level 5
Level 4		Social and Community Services Employee Level 6
Support Managers		
Level 1		Social and Community Services Employee Level 6
Level 2	Social, Community, Home Care and	Social and Community Services Employee Level 7
Level 3	Disability Services Industry Award	Social and Community Services Employee Level 7
Level 4		Social and Community Services Employee Level 7
Testing and Quality Assurance	Employees	

Level 1		Social and Community Services Employee Level 3
Level 2		Social and Community Services Employee Level 4
Level 3	Social, Community, Home Care and Disability Services Industry Award	Social and Community Services Employee Level 5
Level 4		Social and Community Services Employee Level 6

Appendix 4

Supported Wage System

1. General

- 1.1 This Appendix defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement. In the context of this Appendix, the following definitions will apply:
 - (a) "Supported Wage System" means the Commonwealth Government System to promote employment for people who cannot work at full award wages because of a disability;
 - (b) "Accredited Assessor" means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System;
 - (c) "Disability Support Pension" means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme:
 - (d) "Assessment instrument" means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

2. Eligibility criteria

- 2.1 Employees covered by this Appendix will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.
- 2.2 Clause 2.1 does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their current employment.
- 2.3 The provisions of this Appendix do not apply to employers in respect of their facility, program, undertaking service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of, or are eligible for, a disability support pension, except with respect to an organisation which has received recognition under s.10 or under s.12A of the Act, or if a part only has received recognition, that part.

3. Supported wage rates

3.1 Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this Agreement for the class of work which the person is performing according to the following schedule, provided that the minimum amount payable shall be not less than \$73 per week:

Assessed capacity % of prescribed Agreement rate

10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

3.2 Where a person's assessed capacity is 10%, he or she shall receive a high degree of assistance and support.

4. Assessment of capacity

- 4.1 For the purpose of establishing the percentage of the Agreement rate to be paid to an employee under this Agreement, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:
 - (a) the Mission Australia and, where he or she chooses, a representative of the employee in consultation with the employee; or
 - (b) if requested by the Mission Australia, the employee and an accredited Assessor from a panel determined by the Mission Australia in consultation with the employee and, where he or she chooses, a representative of the employee.

5. Lodgement of assessment instrument

- 5.1 All assessment instruments under the conditions of this Appendix, including the appropriate percentage of the Agreement wage to be paid to the employee, shall be lodged by the Mission Australia with the Registrar of the Australian Industrial Relations Commission.
- 5.2 All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where the employee requests, the instrument shall be

provided to a representative of the employee and will take effect unless an objection is notified to the Registrar within 10 working days.

6. Review of assessment

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

7. Other terms and conditions of employment

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

8. Workplace adjustment

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

9. Trial period

- 9.1 In order for an adequate assessment of the employee's capacity to be made, the Mission Australia may employ a person under the provisions of this Appendix for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
- 9.2 During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
- 9.3 The amount payable to the employee during the trial period shall be \$73 per week. Mission Australia may increase this minimum in accordance with variations in the Department of Family and Community Services income test free area for earnings.
- 9.4 Work trials should include induction or training as appropriate to the job being trialled.
- 9.5 Where Mission Australia and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under clause 4.1.

Appendix 5

Definitions

Term	Definition
Commencement Date	The date that is 7 days after approval of the Agreement by Fair Work Australia
child	Includes the natural child, adopted child, foster child, step child or grandchild where the employee has primary caring responsibilities.
Disability Support Pension	The Commonwealth pension scheme to provide income security for persons with a disability as provided under the <i>Social Security Act 1991</i> , as amended from time to time, or any successor to that scheme
Employee	Means an employee of Mission Australia who is covered by this Agreement.
Fair Work Act	The Fair Work Act 2009 and the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009, and its successors and any regulations associated with that Act.
Immediate family	Means a partner of the employee and a child, grandchild, parent, grandparent or sibling of the employee or his or her partner.
Household	A group of two or more related or unrelated people who usually reside in the same dwelling, who regard themselves as a household and who make common provision for food or other essentials for living.
Modern Award	Has the same meaning as in the Fair Work Act.
Partner	the spouse of an employee (including a former spouse) or a person who lives in a bona fide domestic relationship with the employee and includes same sex relationships
Recognised emergency management body	Has the same meaning as the same term in the Fair Work Act.
Shiftworker	An employee who works shift work as defined by clause 33.1

SIGNATURE PAGE

Mission Australia	
Signed for Mission Australia by	: James Hall
	(full name of signatory)
Address of signatory:	Level 7, 580 George Street, Sydney NSW 2000
Position in Mission Australia:	Chief Executive Officer
The basis on which the signatory	y is authorised to sign on behalf of Mission Australia:
	CEO of Mission Australia.
tainer Hall	
Signature:	
Date: 12/07/2011	
The Australian Municipal, Ada	ministrativa Clarical and Sarvicas Union
	ipal, Administrative, Clerical and Services Union by
	ipal, Administrative, Clerical and Services Union by
	ipal, Administrative, Clerical and Services Union by
Signed for the Australian Munic	ipal, Administrative, Clerical and Services Union by Onvin Sm) 114 (full name of signatory)
Signed for the Australian Munic	ipal, Administrative, Clerical and Services Union by Onvin Sm) 114 (full name of signatory)
Signed for the Australian Munic Address of signatory	ipal, Administrative, Clerical and Services Union by ORVID SMITH (full name of signatory) 116 QUEUSBURDY ST CARLton STH 3053
Signed for the Australian Munic Address of signatory Position in the union	ipal, Administrative, Clerical and Services Union by Onvin Sm) 114 (full name of signatory)
Address of signatory Position in the union The basis on which the signatory	ipal, Administrative, Clerical and Services Union by ORVID SMITH (full name of signatory) 116 QUEUSBURDY ST CARLED STH 3053 NATIONAL SELPETARY
Address of signatory Position in the union The basis on which the signatory	ipal, Administrative, Clerical and Services Union by DAVID SMITH (full name of signatory) 116 QUEUSBURDY ST CARLOW STH 3053 WATOWAL SECRETARY is authorised to sign on behalf of the union: