



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

The Benevolent Society
(AG2021/5519)

THE BENEVOLENT SOCIETY ENTERPRISE AGREEMENT 2021

Health and welfare services

DEPUTY PRESIDENT SAUNDERS

NEWCASTLE, 6 JULY 2021

Application for approval of The Benevolent Society Enterprise Agreement 2021.

[1] An application has been made for approval of an enterprise agreement known as the *Benevolent Society Enterprise Agreement 2021 (Agreement)*. The application was made pursuant to section 185 of the *Fair Work Act 2009 (Act)*. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings (*Undertakings*). A copy of the Undertakings is attached in Annexure A to this decision. I am satisfied that the effect of accepting the Undertakings is not likely to:

- (a) cause financial detriment to any employee covered by the Agreement; or
- (b) result in substantial changes to the Agreement.

[3] The views of each person who the Fair Work Commission knows is a bargaining representative for the Agreement have been sought in relation to the Undertakings.

[4] Pursuant to subsection 190(3) of the Act, I accept the Undertakings. The Undertakings are taken to be a term of the Agreement.

[5] Subject to the Undertakings, I am satisfied that each of the requirements of sections 186, 187, 188 and 190 as are relevant to this application for approval have been met.

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

[7] The Community and Public Sector Union being a bargaining representative for the Agreement, has given notice under section 183 of the Act that it wants the Agreement to

cover it. In accordance with subsection 201(2) of the Act, I note that the Agreement covers the organisation.

[8] The Independent Education Union of Australia being a bargaining representative for the Agreement, has given notice under section 183 of the Act that it wants the Agreement to cover it. In accordance with subsection 201(2) of the Act, I note that the Agreement covers the organisation.

[9] The United Workers' Union being a bargaining representative for the Agreement, has given notice under section 183 of the Act that it wants the Agreement to cover it. In accordance with subsection 201(2) of the Act, I note that the Agreement covers the organisation.

[10] The Agreement is approved and, in accordance with section 54 of the Act, will operate from 19 July 2021. The nominal expiry date of the Agreement is 30 June 2024.



DEPUTY PRESIDENT

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Annexure A



IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2021/5519

Applicant: The Benevolent Society

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Sandra Clubb, Executive Director People and Organisational Development, for The Benevolent Society give the following undertakings with respect to The Benevolent Society Enterprise Agreement 2021 ("the Agreement"):

1. I have the authority given to me by The Benevolent Society to provide this undertaking in relation to the application before the Fair Work Commission.
2. The Benevolent Society Enterprise Agreement 2021 will not apply to employees whose employment would otherwise be covered by the Aged Care Award.
3. The Benevolent Society will not, during the operation of the Agreement, employ any casual employees who are covered by the Health Professionals and Support Services Award 2020.
4. The following allowances will increase by 3% for each year of the agreement in line with the Schedule B:
 - The First Aid Allowance,
 - The On Call Allowances (Monday to Friday and Saturday, Sunday and Public Holidays), and
 - The Sleepover Allowance.

The Motor Vehicle Allowance will increase in line with any ATO increases.

5. The following will replace Clause 16.1 – Casual employment. The casual loading provision was inadvertently deleted (emphasis added to insertion):

A casual employee is an employee engaged and paid as such by TBS. A casual employee will receive a casual loading of 25% of the hourly rate. This loading is payable in addition to ordinary rates and the public holiday loading.
6. Clause 27.3 will be amended to include the following subclause:

(f) The ordinary hours of work for an employee working in a Kindergarten will not exceed 10 hours for each shift.

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7. Clause 37.5 will be deleted and will have no effect. The following will replace Clause 27.4 (b) to clarify the payment of overtime where an employee has not received a 10-hour rest break (emphasis added to amendment):

If an employee recommences work without having had 10 hours off work between the cessation of an employee's work on any day or shift and the commencement of the employee's work on the next day or shift, the employee will be paid at double time until they are released from duty for a period of 10 consecutive hours without loss of pay for ordinary time hours the employee was rostered to work during that 10 hour period. However the hours worked by the employee will still form part of the employee's ordinary hours of work.
8. The following will replace Clause 27.4 (c) to clarify when a break between shifts can be shortened to 8 hours (emphasis added to amendment):

Clause 27.4(a) will not apply where the employee has worked a sleepover and TBS and the employee agree that the break of 10 hours can be reduced to not less than 8 hours.
9. Clause 37 will be amended to include the following subclause:

37.6 Notwithstanding clauses 37.1 and 37.4 of the Agreement, if an employee covered by the SCHADS Award is recalled to work overtime after leaving the employer's or client's premises, they will be paid for a minimum of two hours' work at the appropriate rate for each time so recalled. If the work required is completed in less than two hours the employee will be released from duty.
10. An employee who would be otherwise covered by the Children's Services Award cannot enter into a broken shift arrangement under Clause 38.3. Consideration will only be given by TBS to this arrangement where the employee applies for the arrangement under the terms of an Individual Flexibility Arrangement under Clause 9.
11. The following will replace Clause 39.2 to clarify the length of a sleepover shift (emphasis added to amendment):

The span for a sleepover will be a continuous period of 8 hours.
12. Clause 39.6 will be taken a deleted and will have no effect. The following will replace clause 39.5 to clarify the payment of overtime for a part-time or casual employee on a sleepover:

If an employee must perform work during a Sleepover, the employee will be paid for the total duration of the time worked during the Sleepover in 1 block of time in accordance with clause 43 Overtime, for the greater of:

 - *the actual period of time in which the employee works; or*
 - *1 hour.*
13. Clause 42.1 will be amended to include the following subclause:

An employee recalled to work overtime after leaving the employer's or client's premises and who is required to work for more than four hours will be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours' overtime; all such time will be counted as time worked.
14. Clause 43.2 will be amended to include the following subclause:

(c) outside the span of hours provided for in clause 28.1 (for employees other than shiftworkers).

15. The following will replace clause 44.3:

If an employee does not take time off in accordance with clause 44.2(f), the accrued TOIL will revert to overtime and will be paid to the employee at the overtime rate applicable to the time worked.

16. The following will replace clause 44.5:

If an employee has an outstanding TOIL balance on termination, the balance of TOIL accrued will be paid out at the overtime rate applicable to the time worked.

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



Sandra Clubb

Executive Director People and Organisational Development

1 July 2021

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.



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Part 1 – Application and Operation

1. Title and Preamble

- 1.1 This Agreement will be known as The Benevolent Society Enterprise Agreement 2021 (**Agreement**).
- 1.2 The parties to this Agreement are committed to creating an engaging employee experience.
- 1.3 To achieve this goal the parties will exercise reasonable endeavours to place a value on:
 - (a) Promoting a working environment with diversity and inclusion and where individuals feel safe to bring their “whole self” to work.
 - (b) A working environment where we can raise and resolve problems and concerns, and where employees have access to tools and guidance materials that support us to have these brave conversations.
 - (c) Promoting a working environment based on equity and respect and free from bullying, harassment and discrimination.
 - (d) Promoting a working environment where the benefits of flexible work under the National Employment Standards are recognised and valued, and is an option and considered as a benefit of employment.
 - (e) Employees raising any conversations about workload that allow concerns to be raised, understood and evaluated.
 - (f) Opportunities for permanent employment wherever this is practical and possible, recognising casual and temporary employment is capable of negatively impacting some of the key groups of people we aim to support.

2. How this Agreement Operates

- 2.1 This agreement is an Enterprise Agreement made pursuant to Part 2- 4 of the *Fair Work Act* 2009 (Cth) (**Act**).
- 2.2 The agreement operates in accordance with its terms and the Act. It is the entire agreement between The Benevolent Society (**TBS**) and our employees in relation to collectively applicable terms of employment with TBS.
- 2.3 The agreement operates subject to the Act. If any provision contravenes the Act or otherwise is (or becomes) unlawful, then that provision has no effect to the extent and for as long as it would be unlawful.
- 2.4 The meanings of defined terms used in this document are set out in Clause 7. They may also be referenced in bold text for ease of initial recognition and reference.

3. Commencement and Operation

- 3.1 This Agreement will commence operation on the first day of the first full pay period which commences 7 days after the date it is approved by the Fair Work Commission (**Commencement Date**).
- 3.2 The nominal expiry date of this Agreement will be 30 June 2024 (**Nominal Expiry Date**).
- 3.3 The agreement will continue to operate after its nominal expiry date unless it is terminated or replaced.
- 3.4 Six months before the nominal expiry date, TBS will enter into discussions with employees regarding a replacement Agreement.

4. Application and Coverage

- 4.1 This Agreement covers:
 - (a) The Benevolent Society (ABN 95 084 695 045) and Benevolent Australia – Disability Services Ltd (ABN 48 619 338 153) registered address 2E Wentworth Park Road, Glebe NSW 2037; and
 - (b) Employees that are:
 - (i) employed in position classification contained in Schedule A of this agreement or who would otherwise be covered by one of the following Awards:
 - (A) Social, Community, Home Care and Disability Services Industry Award 2010;
 - (B) Children's Services Award 2010;
 - (C) Educational Services (Teachers) Award 2010; and/or
 - (D) Aged Care Award 2010, and
 - (ii) employed in a position that would otherwise be classified under the Health Professional and Support Services Award, and
 - (iii) employed in a position that would otherwise be classified under the Nurses Award, and
 - (iv) employed in the provision of a remote/telehealth service or a call centre based service, or in the provision of disability services, wherever that work is performed.
 - (c) The enterprise agreement will not cover:
 - (i) employees who are engaged to work principally within National Office, or in a National Office function, no matter the location(s) where they perform that work, and

- (ii) employees who would otherwise be classified at Level 6 or above of the Social Home Care and Disability Services Award, wherever they are located to perform that work. This includes positions that are titled Deputy Manager and above, and
 - (iii) any position that would otherwise be covered by any other Award, or where there is no Award coverage, where the individual is employed as a Deputy Manager or above.
- (d) The following unions:
 - (i) the Australian Municipal, Administrative, Clerical and Services Union (ABN28 519 971 998) (**ASU**),
 - (ii) the United Workers Union (ABN 52 728 088 684) (**UWU**),
 - (iii) the Independent Education Union (ABN 74 662 601 045) (**IEU**),
 - (iv) the Community and Public Sector Union (SPSF Group) New South Wales Branch (ABN 11 681 811 732) (**CPSU**)by notifying the Fair Work Commission in writing under section 183 of the Act that they wish to be covered by the Agreement.

5. **Effect on other awards and agreements**

- 5.1 While this agreement operates, no Award applies to employees, or to an employer or an employer organisation in relation to employees, and no individually negotiated contract or agreement with a particular employee will operate to the extent it is less beneficial than this agreement.
- 5.2 This agreement supersedes and ends the operation of all previous **Industrial Instruments** that would otherwise apply to any employees.
- 5.3 The terms and conditions in this agreement end the operation and replace the terms of all other agreements between an employee and TBS. Despite this, it does not end or break the employment contract between an individual employee and TBS and if a term in an individual employee's contract of employment is more beneficial than (but not inconsistent with) the equivalent term in this agreement, the more beneficial provision will not be affected by this agreement.
- 5.4 The Parties acknowledge that:
 - (a) before the FWC may approve this agreement, it must ensure that the employees are "better off overall" under this agreement than they would be if a Modern Award applied to their employment instead;
 - (b) the agreement applies subject to the FW Act and cannot exclude any provisions of the National Employment Standards (**NES**); and

- (c) any provision in this agreement which (for any reason) is, or becomes, inconsistent with the FW Act or the NES has no effect to the extent of the inconsistency.

5.5 This agreement takes precedence to the extent of any inconsistency with **Policy and Procedures**. For abundant clarity, Policies and Procedures are not incorporated into this agreement, even though they may be referenced or referred to in places. Policies and Procedures are subject to management discretion and may be amended, replaced or repealed by TBS at any time notwithstanding anything in this agreement. If TBS applies Policies or Procedures unlawfully (inadvertently or otherwise), employees and their representatives may have rights to object or take action under the general law. However, nothing in this agreement gives employees or their representatives any additional rights in relation to Policies and Procedures, including no right to seek specific performance or any compensation relating to them.

6. **Access to the Agreement and the NES**

- 6.1 TBS will take reasonable steps to ensure that copies of this Agreement and the NES are available to all employees by electronic means and that employees are aware that this information is available.

7. **Definitions**

- 7.1 In this Agreement, unless the contrary intention appears:

Act means the *Fair Work Act 2009* (Cth) as amended or replaced from time to time.

Agreement means this agreement, The Benevolent Society Enterprise Agreement 2021.

Approved Superannuation Fund means:

- (a) Health Employees' Superannuation Trust Australia (H.E.S.T.A.); or
- (b) State Authorities (SAS) for employees who immediately prior to the commencement of this Agreement were covered by a copied State award and contributing to SAS; or
- (c) any complying superannuation fund that is a MySuper fund nominated by an employee and agreed to by TBS. TBS will not unreasonably withhold agreement unless it establishes good and proper reasons for withholding agreement.

Award means the:

- (a) Social, Community, Home Care and Disability Services Industry Award 2010;
- (b) Children's Services Award 2010;
- (c) Educational Services (Teachers) Award 2010;

- (d) Aged Care Award 2010;
- (e) Health Professionals and Support Services Award 2010; and/or
- (f) Nurses Award 2010.

Continuous Service has the meaning given to it in in section 22 of the Act.

Early Childhood Employee means an employee covered by this agreement, whose employment would otherwise be covered by the Children’s Services Award.

Dispute means a grievance or dispute between TBS and another person(s) covered by this agreement, about a matter under this agreement or in relation to the NES.

FWC means the Fair Work Commission, as named.

Immediate Family has the meaning given by the NES, as amended from time to time, which at the time this agreement takes effect is:

- a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

Home Support Services means the provision of personal care, domestic assistance, or home maintenance to an aged person or person with a disability in a private residence.

Industrial instrument means any and all awards, enterprise agreements, workplace laws, transitional or transferrable instruments or other workplace instruments under the Act or the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009*, and any other similar workplace instruments under the laws of the Commonwealth, State or Territory.

Kindergarten means an early childhood centre that operates during hours and terms which approximate those of a recognised school. It may operate on a sessional basis.

Kinship relationship While there is no one concrete definition of Aboriginal or Torres Strait Islander kinship, for the purposes of this Agreement, the definition put forward by community-controlled organisations as “people related through the same language group, skin name, or other cultural identifiers” is adopted.

Line Director means the reporting line Director for an individual employee.

Manager means the reporting line manager for an individual employee. It does not include a Team Leader but does include a Deputy Manager.

National Office means the part of the TBS business that provides corporate or centralised support services across TBS. For clarity, this excludes the Support Centre, which is covered by this Agreement.

NES means the National Employment Standards as contained in the Act as amended from time to time.

Ordinary Rate of Pay means the rate payable to an employee under schedule B for the employee's classification.

Policies and procedures mean any policy, procedure, code of conduct or behaviour, handbook or guideline of TBS, however described, whether or not in writing and whether or not referenced by this agreement, as amended, retracted or replaced from time to time.

Regulations mean the Fair Work Regulations 2009.

Rotating Roster means a roster in which an employee is rostered to work variable hours from week to week.

School Education Weeks of the Year means the school education weeks of the year as gazetted or recognised in the relevant State or Territory.

Service means "Service" as defined in section 22 of the Act.

Shift worker has the meaning in whichever Award would otherwise cover that employee.

TBS means The Benevolent Society (ABN 95 084 695 045) and Benevolent Australia - Disability Services (ABN 48 619 338 153) however named from time to time, or any new other employer required to comply with this agreement by operation of law.

Teacher means an employee covered by this agreement, whose employment would otherwise be covered by the Educational Services (Teachers) Award.

Part 2 – Flexible work

8. Right to Request Flexible Working Arrangements

- 8.1 The [NES](#) provides the right for an employee to request working arrangements if certain circumstances apply. This clause provides additional entitlements.
- 8.2 An employee who is 55 years of age or older may make a request for flexible working arrangements under this clause for the purpose of planning their transition to retirement.
- 8.3 An employee may request flexible working arrangements in accordance with this clause, TBS policies and procedures, and the NES where the employee is:
 - (a) a permanent employee with at least 6 months continuous service; or

- (b) a maximum term employee who has been engaged for a period of at least 6 months continuous service; or
- (c) a casual employee with at least 6 months continuous service who has a reasonable expectation of continuing employment on a regular and systemic basis.

9. Individual Flexibility Arrangement

9.1 TBS and an employee covered by this Agreement may agree to make an individual flexibility arrangement (**IFA**) to vary the application of terms of this Agreement to meet the genuine needs of TBS and the employee.

9.2 The terms of the Agreement which may be varied by the **IFA** are:

- (a) arrangements about when and where work is performed;
- (b) overtime rates;
- (c) penalty rates;
- (d) allowances; and
- (e) leave loading.

9.3 The decision to enter into an **IFA** must be genuinely agreed to by TBS and the employee.

9.4 TBS must ensure that the terms of the IFA:

- (a) are about permitted matters under section 172 of the **Act**;
- (b) are not unlawful terms under section 194 of the **Act**; and
- (c) result in the employee being better off overall than the employee would be if no IFA was made.

9.5 For an IFA to take effect, the IFA must be:

- (a) in writing;
- (b) include the name of TBS and the employee and,
- (c) if the employee is under 18 years of age, be signed by a parent or guardian of the employee;
- (d) is signed by the Director, HR and the line Director; and
- (e) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.

9.6 TBS must give the employee a copy of the IFA within 14 days after it is agreed to.

- 9.7 TBS or the employee may terminate the IFA:
- (a) by giving no more than 28 days written notice to the other party to the arrangement in which case the arrangement will cease to operate at the end of the notice period; or
 - (b) if TBS and the employee agree in writing, at any time.
- 9.8 The right to make an individual flexibility arrangement under this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between TBS and an individual employee contained in any other term of this Agreement.

Part 3 - Consultation and Dispute Resolution

10. Consultation about Major Workplace Change

- 10.1 This clause applies if TBS has made a definite decision to introduce a major change in production, programme, organisation, structure or technology in relation to its enterprise that is likely to have significant effects on employees covered by this Agreement.
- 10.2 TBS acknowledges the role of the roundtable discussion group in consultation mechanisms. The roundtable discussion group includes representatives from TBS and the unions who are parties to the Agreement.
- 10.3 TBS must notify the relevant employees of the decision to introduce the major change. Relevant employees means the employees who may be affected by the change referred to in clause 10.1.
- 10.4 If the relevant employees are entitled to be covered to a union who is a party to this Agreement, TBS will notify that union of the decision to introduce major change.
- 10.5 The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- 10.6 TBS must recognise the representative if:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative.
- 10.7 As soon as practical after making its decision, TBS will:
- (a) discuss with the relevant employees and their representatives:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on employees; and

- (iii) measures TBS is taking to avert or mitigate the adverse effects of the change on employees; and

10.8 For the purpose of the discussion TBS will provide in writing to the relevant employees and their representatives:

- (i) all relevant information about the change including the nature of the change proposed, and
- (ii) information about the expected effects of the change on employees, and
- (iii) any other matters likely to affect the employees.

10.9 However, TBS is not required to disclose confidential or commercially sensitive information to the relevant employees.

10.10 TBS will give prompt and genuine consideration to matters raised about the major change by the relevant employees and/or their workplace representatives.

11. Consultation about Change to Regular Rosters or Ordinary Hours of Work

11.1 This term applies if TBS proposes to introduce a change to the regular roster or ordinary hours of work of employees.

11.2 TBS will notify the relevant employees of the proposed change. Relevant employees means the employees who may be affected by the change referred to in clause 11.1.

11.3 If the relevant employees are entitled to be covered to a union who is a party to this Agreement, TBS will notify that union of the proposed change.

11.4 The relevant employees can appoint a representative for the purposes of the procedures in this clause.

11.5 TBS must recognise the representative if:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative.

11.6 As soon as practical after proposing to introduce the change, TBS will:

- (a) Discuss with the relevant employees and their representatives the introduction of the change; and
- (b) For the purposes of the discussion provide to the relevant employees and their representatives:
 - (i) all relevant information about the proposed change, including the nature of the change; and

- (ii) information about what TBS reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that TBS reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities)
- 11.7 However, TBS is not required to disclose confidential or commercially sensitive information to the employees.
- 11.8 TBS will give prompt and genuine consideration to matters raised about the change by the relevant employees and/or their representatives.
- 11.9 The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.

12. **Dispute Resolution**

- 12.1 If a dispute relates to:
- (a) a matter arising under this Agreement; or
 - (b) the NES;
- this clause sets out procedures to settle the dispute.
- 12.2 Either TBS or an employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- 12.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 12.4 If the discussions in clause 12.3 have not resolved the dispute, the supervisor and/or manager must contact the HR team for advice and support. This support should be requested at the earliest possible time in order to aid resolution of the dispute. An appropriate member of the HR team will be allocated to try to resolve the dispute with the parties concerned. The member of the HR team or a party to the dispute may request support from the Director, HR to resolve the matter as part of this step. This support should be sought at the earliest possible time in order to aid the resolution of the dispute.
- 12.5 If the steps in clauses 12.3 and 12.4 have been followed and the dispute is not resolved, a party to the dispute may notify the matter in writing to the Director, HR, or the Executive Director, People and Organisational Development. The person notified of the dispute:
- (a) will respond in writing acknowledging receipt of the written dispute within 72 hours business hours.

- (b) will take reasonable steps to understand and resolve the dispute.
 - (c) will provide a written response on the status of the dispute (which may or may not be resolved), within 5 days of the dispute being received in writing.
- 12.6 If the parties have taken the steps in clauses 12.3 to 12.5 and the dispute is still not resolved, a party to the dispute may refer the matter in writing to the FWC.
- 12.7 The FWC will deal with the dispute in 2 stages:
 - (a) The FWC will first attempt to resolve the dispute as it considers appropriate including by conciliation, expressing an opinion or making a recommendation; and
 - (b) if the FWC is unable to resolve the dispute at the first stage, provided the dispute is not a dispute about Schedule A of this Agreement, the FWC will then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.
 - (c) for the purposes of this clause a determination by the FWC, as set out in clause 12.7(b) is a decision for the purposes of Division 3, Part 5.1 of the FW Act. Therefore, either party may apply to the FWC to appeal the decision in accordance with the appeal provisions in the Act.
- 12.8 While the parties are trying to resolve the dispute using the procedure in this clause:
 - (a) an employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
 - (b) an employee must comply with a direction given by TBS to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe;
 - (ii) applicable workplace 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.
- 12.9 The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

Part 4 – Types of Employment and Termination of Employment

13. Types of Employment

- 13.1 Employees covered by this Agreement will be employed in one of the following categories:

- (a) Permanent (ongoing);
- (b) casual; or
- (c) temporary (maximum term)

13.2 Permanent and temporary employees can be employed on either a full-time or part-time basis.

13.3 At the time of engagement TBS will advise each employee, in writing, of:

- (a) the anticipated start date of employment;
- (b) for a temporary employee, the end date of employment;
- (c) whether they are being employed on a full-time, part-time, or casual basis;
- (d) the employee's classification under this Agreement;
- (e) the employee's rate of pay on commencement of employment;
- (f) if the employee is a shift worker;
- (g) if the employee is engaged as a Teacher, the reason for employment on a Maximum Term Contract.

13.4 TBS may direct an employee to carry out any duties as are within the limits of the employee's skill, competence and training.

14. **Permanent employment**

14.1 Permanent employment is either part-time or full-time.

14.2 A permanent full-time employee is an employee who is engaged to work 152 hours averaged over a 28 day cycle pursuant to clauses 27.1 of this Agreement.

14.3 If TBS engages an employee as a Teacher to work for more than 90% of the hours of a full-time employee, but less than an average of 38 hours per week, the employee will be considered full-time employee. If the employee requests to work above 90% of full-time hours, but less than 38 hours per week, they will be considered a part-time employee and will be paid for the actual hours worked.

14.4 A permanent part-time employee is an employee who is engaged to work less hours per week than a full-time employee, and receives, on a pro-rata basis, equivalent pay, and conditions to those of full-time employees who are in the same classification.

14.5 A part-time employee may be engaged to work a fixed roster (**Fixed Roster Part-Time Employee**) or a variable roster to meet flexibility in the delivery of services to clients (**Variable Roster Part-Time Employee**).

14.6 At the time of engagement of a Fixed Roster Part-Time Employee, TBS and the employee will agree in writing on a regular pattern of work, specifying:

- (a) the employee's starting and finishing times each day;
- (b) the number of hours to be worked each week; and

- (c) which days of the week the employee will work.
- 14.7 At the time of engagement of a Variable Roster Part-Time Employee, TBS and the employee will agree in writing on:
 - (a) the minimum number of hours to be worked each week;
 - (b) which days of the week the employee is available to work; and
 - (c) the earliest and latest time the employee is available to work on any particular day.
- 14.8 TBS will not roster a part-time employee who is:
 - (a) engaged in providing Home Support Services for less than 1 hour on any shift; and
 - (b) any other employee, for less than 2 consecutive hours on any shift.
- 14.9 Any change to a part-time employee's terms of engagement as set out in clauses 14.7 or 14.8 must be agreed to between TBS and the employee and set out in writing.
- 14.10 A permanent part-time employee who consistently works more than their specified minimum ordinary hours of work, over a 6-month period, may request an increase to their minimum ordinary hours.
- 14.11 Subject to TBS's business needs, TBS will not unreasonably withhold agreement to increase a part-time employee's minimum ordinary hours.
- 14.12 In making its decision, TBS will take into account the following:
 - (a) the operational requirements of the service where the part-time employee has worked;
 - (b) whether the additional hours were due to a temporary staffing gap, such as the employee covering a period of leave (for example, parental leave, long service leave, or an extended period of leave due to injury or illness); or
 - (c) whether the increased hours were due to a temporary need for extra hours, for example, due to a temporary increase in a client's care needs or a limited term funding increase or program.
- 14.13 TBS will notify the employee of its decision, in writing, within 14 days of the request under clause 14.10 being made, and if the request is denied, will outline the reasons for the decision.
- 14.14 If TBS agrees to the request, TBS and the part-time employee will agree on the increased hours. If an agreement cannot be reached, TBS will have the final say as to the new hours of work of the employee.

15. Temporary (maximum term) employment

- 15.1 Temporary employment (also known as maximum term employment) is employment until an agreed end time (ie, until expiry of a specified term or completion of a specific task), except that TBS or the employee can end the employment before the agreed end time.
- 15.2 If a temporary employee is engaged part-time, clauses 14.1 to 14.9 inclusive will apply.
- 15.3 For temporary employment to end at the agreed end time, neither TBS nor the employee needs to give notice under clause 19 or 20. The employment will only continue after the agreed end time if TBS and the employee have since agreed to an extension, or a change to permanent or casual employment. These extensions/changes must be in writing.
- 15.4 For either party to end the employment before the agreed end time, the probation and termination provisions in clause 19 and 20 still apply to temporary employment.
- 15.5 A temporary employee may be engaged to work on either a full-time or part-time basis for the completion of a specified task(s) or project. Examples of such an engagement include, but are not limited to, the following:
- (a) To relieve in a vacant position when another employee takes leave,
 - (b) For the temporary provision of specialist skills that are not available within the organisation for a specified period of time,
 - (c) To fill short term vacancies during the recruitment and selection of a permanent employee,
 - (d) To complete a specified task or project,
 - (e) To accommodate fluctuations in service delivery, for example, the temporary need for increased services for an individual client or group of clients or arrangements for a client transitioning out of services; or
 - (f) Employment in a graduate position, or
 - (g) To enable a trial or pilot of a program or service to occur; or
 - (h) To provide services under a short or specified term funding arrangement.
- 15.6 A maximum term contract will be for a minimum period of 4 weeks and a maximum period of 2 years. These limits do not apply where a permanent employee of TBS accepts a maximum term contract into another position as secondment.
- 15.7 Despite clause 15.6, there is nothing to prevent TBS and the employee from agreeing to extend the contract beyond a period of 2 years where:
- (a) the employee is covering a vacant position/s where another employee/s is taking leave, or
 - (b) the employee is employed in a position that is funded under a specified term funding arrangement where it is unlikely that funding will be renewed.

- 15.8 Except in a situation where clause 15.7 applies, an employee on a maximum term contract may apply for permanent roles within TBS before the end date of their temporary employment.
- 15.9 An employee on a maximum term contract may make a request to their manager, in writing, for their maximum term employment to be converted to permanent employment after a period of 2 years.
- 15.10 Reasonable grounds for refusal of a conversion include that:
- (a) The temporary employee is genuinely replacing a permanent employee on extended leave or an internal secondment;
 - (b) it would require a significant adjustment to the temporary employee's hours of work in order for the employee to be engaged on a permanent basis in accordance with the provisions of this agreement;
 - (c) it is known or reasonably foreseeable that the temporary employee's position will cease to exist within the next 12 months;
 - (d) it is known or reasonably foreseeable that the hours of work which the temporary employee is required to perform will be significantly reduced in the next 12 months; or
 - (e) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- 15.11 For clarity the cyclical nature of government funding alone, will not be grounds for TBS to assert 15.10 above.

16. **Casual employment**

- 16.1 A casual employee is an employee engaged and paid as such by TBS.
- 16.2 Casual employees have no firm advance commitment to any continuing and indefinite work according to an agreed pattern of work and should not expect regular or systematic hours. Subject to law, a casual may work regular or systematic hours for longer term relief periods, for example, parental leave, long service leave, or an extended period of leave due to illness or injury without this affecting their casual status.
- 16.3 A casual employee:
- (a) Who is a Teacher will be paid a minimum of:
 - (i) Where they are required to work for up to 2 hours, 2 hours;
 - (ii) Where they are required to work for more than 2 hours and up to 4 hours, 4 hours; and

- (iii) Where they are required to work for more than 4 hours and up to a full day, the full day (7.6 hours).
 - (b) Who is not a Teacher will be paid a minimum of:
 - (i) 3 hours for employees who would otherwise be covered by the Social, Community Homecare and Disability Services Award, except when performing disability work;
 - (ii) 1 hour for each engagement where the employee is providing home support services;
 - (iii) 2 hours for all other employees.
- 16.4 A casual employee will only be engaged as a Teacher for:
- (a) a maximum of 4 consecutive weeks, or in the case of an employee working in a Kindergarten, 4 consecutive term weeks; or
 - (b) by agreement between TBS and the employee, a period of 10 consecutive weeks, unless the employee performs work in a Kindergarten, in which case the employee may be engaged for up to 1 school term.
- 16.5 A casual employee, who has worked on a regular and systematic basis over a period of 26 weeks, may make a request to their Manager, in writing, to convert to permanent employment.
- 16.6 TBS will assess the request and will advise the employee within 14 days of receiving the request whether it is accepted or declined. If the request is declined TBS will provide a reason for why the request has been declined.
- 16.7 In reviewing the request TBS will consider:
- (a) the operational requirements of the service where the employee has worked;
 - (b) whether the regular and systematic pattern of work was due to a temporary staffing gap, such as the employee covering a period of leave (for example, parental leave, long service leave, or an extended period of leave due to injury or illness); or
 - (c) whether the regular and systematic pattern of work was due to a temporary need for extra hours, for example, due to a temporary increase in the care needs of a client.
- 16.8 For clarity, reasonable grounds for refusal include that:
- (a) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in

accordance with the provisions of this agreement –that is, the casual employee is not truly a regular casual employee as defined;

- (b) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
- (c) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
- (d) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.

16.9 Once a casual employee's request for permanent conversion is accepted, the employee may only revert to casual employment by written agreement with TBS.

17. **Employment Screening**

17.1 All potential employees must complete employment screening requirements which may include, but are not limited to:

- (a) criminal record checks, Working with Children Checks, working with vulnerable people / working with people with disability checks, professional registration, drivers' licence, driving history, and any other checks which TBS considers are necessary to meet its obligations under relevant legislation, funding and/or service agreements;
- (b) a Prohibited Employment Declaration or any other similar declaration required by TBS; and
- (c) any other forms and checks, including reference checks, to the satisfaction of TBS.

17.2 Employees will be subject to ongoing employment screening so that TBS can meet its obligations under relevant legislation, funding, and/or service agreements. Continued employment will be conditional on the outcome of these employment screening requirements being satisfactory to TBS.

17.3 TBS will not employ or continue to employ a person who is who is prohibited under relevant legislation from working with a TBS client, or who TBS assesses as posing a level of risk to clients.

17.4 Excluding the employment screening requirements detailed in Clause 17.5, TBS will pay for the reasonable costs associated with employment screening required in this clause.

17.5 For clarity, while TBS may seek to clarify that the employee holds these requirements, TBS will not cover the cost of:

- (a) a professional registration or membership to a professional body that enables an employee to practice in their chosen profession,
- (b) a drivers' licence or insurance on a non-TBS owned motor vehicle,
- (c) a check that is portable and not contained to one employer (for example a working with children check or NDIS Worker Screening Check) that the employee held prior to their employment with TBS,
- (d) a check that an employee obtains independently where the purchase of the check is coordinated directly by TBS (for example, a criminal record check).

18. Termination of Employment without Notice

18.1 TBS may at any time terminate any employee's employment, without payment and effective immediately, if in TBS's reasonable opinion, the employee commits an act or omission amounting to serious misconduct, including but not limited to:

- (a) committing theft, fraud or assault in connection with the employee's employment;
- (b) being intoxicated at work, as defined in regulation 1.07 of the Regulations;
- (c) being charged with any serious criminal offence which results in them failing the requirement to satisfactorily pass employment screening requirements as set out in clause 17.1 in circumstances which prevent the employee performing the inherent requirements of their role;
- (d) failing or refusing to comply with any lawful and reasonable direction given to the employee by TBS that is consistent with the employee's contract of employment;
- (e) engaging in conduct causing a serious and imminent risk to the health and/or safety of the employee or others while at work; engaging in conduct causing risk to the reputation, business, or viability of TBS; or
- (f) otherwise engaging in conduct which is inconsistent with the continuation of the employee's employment with TBS.

18.2 TBS may suspend an employee with pay while investigating any matter that TBS reasonably believes could lead to TBS exercising its rights to terminate the employee's employment or taking other disciplinary action.

19. Notice of termination by TBS

19.1 Unless TBS terminates the employment of an employee without notice under clause 18, TBS may terminate an employee's employment, by giving:

- (a) for an employee classified at Level 4 or above, 4 weeks' notice in writing (noting that an employee will be entitled to 5 weeks' notice in they are over 45 and have at least 5 years of continuous service with TBS at the time of termination);
- (b) for other employees, the following notice periods in writing:

Length of continuous service	Notice period	Notice if employee is over 45 years old
Not more than 1 year	1 week	1 week
More than 1 year but not more than 2 years	2 weeks	2 weeks
More than 2 years but not more than 3 years	2 weeks	3 weeks
More than 3 years but not more than 5 years	3 weeks	4 weeks
More than 5 years	4 weeks	5 weeks

19.2 A casual employee is not entitled to receive notice.

19.3 Alternatively, TBS may terminate the employment by giving the employee less notice than would otherwise be required by clause 19.1 as long as it pays the employee the difference between the notice actually given (if any) and their usual remuneration for the notice period specified in clause 19.1 (as if the full notice period had been given).

Note: Clause 62 details how the salary of a Teacher should be calculated for these purposes.

20. Notice of termination by an employee (resignation)

20.1 An employee may terminate their employment with TBS by giving the same period of notice as is set out at clause 19.1 above. The employee is not required to give TBS the additional weeks' notice if the employee is over 45 years' old and has more than 2 years of continuous service.

20.2 An employee and their manager, where operationally appropriate, can agree to a shorter period of notice.

20.3 If an employee owes an amount to TBS, and the amount owed is set out in a written agreement, TBS may deduct any outstanding amount from monies due to the employee on termination.

20.4 If an employee fails to give TBS the required notice under this clause, TBS may withhold from any monies due to the employee on termination, an amount not exceeding the amount the employee would have been paid under this Agreement in respect of the period of notice required by this clause had the employee worked out the notice period, less any period of notice actually given by the employee.

21. Job search entitlement on termination

- 21.1 When TBS gives notice of termination to an employee in accordance with clause 19.1, it will allow the employee up to 8 hours' time off without loss of pay for the purpose of seeking other employment provided that this clause will not apply if the employee has been given notice of termination for reasons of redundancy under clause 23. The time off is to be taken at times that are agreed to by TBS and the employee.

22. Statement of Service

- 22.1 Except in the circumstances set out in clause 18, Termination without notice, if an employee requests a statement of service from TBS on termination of employment from TBS, TBS will provide a statement of service setting out:
- (a) the first day and last date that the employee worked for TBS;
 - (b) in the case of an employee engaged as a Teacher, the average hours worked each week by the employee during that period.

23. Redundancy

- 23.1 If TBS decides for operational reasons that it no longer requires a position held by an employee, other than a casual employee, to be performed by anyone, that employee may be entitled to a redundancy payment.
- 23.2 Temporary employees will only be eligible for redundancy in exceptional circumstances, that is, where they would be entitled to redundancy pay under the NES.
- 23.3 If an employee is entitled to receive redundancy pay under this clause, the employee will receive:
- (a) notice (in accordance with clause 19); and
 - (b) a redundancy payment as specified in the table below. For clarity, this amount is inclusive of, not in addition to, the amount of Redundancy Pay under the NES.

Years of continuous Service	Redundancy pay
At least 1 year but less than 2 years	4 weeks' pay
At least 2 years but less than 3 years	6 weeks' pay
At least 3 years but less than 4 years	7 weeks' pay
At least 4 years but less than 5 years	8 weeks' pay
At least 5 years but less than 6 years	10 weeks' pay
At least 6 years but less than 7 years	11 weeks' pay

At least 7 years but less than 8 years	13 weeks' pay
At least 8 years but less than 9 years	14 weeks' pay
Greater than 9 years	16 weeks' pay

- 23.4 A 'weeks' pay' will be calculated by multiplying the employee's base rate of pay (as that term is defined in the Act), calculated on an hourly basis, by the average number of ordinary hours worked by the employee in a week.
- 23.5 In the case of a Variable Roster Part-Time Employee, the employee's ordinary hours worked in a week will be calculated by taking the average number of ordinary hours worked by the employee each week in the preceding 6 months.
- 23.6 An employee is not entitled to redundancy pay under this clause in circumstances where they wouldn't be entitled to redundancy pay under the NES.

24. Transfer to lower paid duties

- 24.1 If TBS makes an employee's position redundant, and the employee is transferred to lower paid duties, TBS must give the employee the same period of notice of termination as they would have been entitled to receive under clause 19 as if TBS had terminated the employment. However, TBS may pay the employee an amount equal to the difference between the employee's former ordinary time rate of pay and the new ordinary time rate of pay for the period of notice still owing to the employee.

25. Employee leaving during notice period for redundancy

- 25.1 TBS may provide a period of notice greater than that required under Clause 19 in the event of a redundancy.
- 25.2 An employee can request to end their employment at an earlier time during a period of notice.
- 25.3 Where TBS agrees to this request, TBS is only required to pay any period of notice in lieu that has not already been worked by the employee up to the period of notice that TBS is required to provide in Clause 19.
- 25.4 This does not affect the employee's entitlement to redundancy pay.

26. Job search entitlement on redundancy

- 26.1 An employee given notice of termination in circumstances of redundancy will be allowed, instead of the entitlement in clause 21, up to 1 days' time off without loss of pay, for the prescribed period of notice as set out in clause 19.1, during each week of the notice period for the purpose of seeking other employment at a time agreed to between the employee and their Manager.

- 26.2 If the employee has been allowed paid leave for more than 1 day during the notice period for the purpose of seeking other employment, the employee must, at the request of TBS, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

Part 5 – Hours of Work and Related Matters

27. Ordinary Hours of Work

- 27.1 The ordinary hours of work of a full-time employee, other than a Teacher or Early Childhood Employee who works in a Kindergarten, are an average of 152 hours in a 28-day cycle with no more than 8 hours for each shift unless TBS and an employee agree otherwise under clause 27.2.
- 27.2 TBS and an employee may agree for the ordinary hours as set out in subclause 27.1 to be worked up to 10 ordinary hours per shift.
- 27.3 This sub-clause only applies to employees working in Kindergartens:
- (a) The ordinary hours of work for a Teacher during term weeks are variable. In return, an employee is not generally required to attend for periods of time when the students are not present, subject to the needs of TBS with regard to professional development, student free days and other activities requiring the Teacher's attendance.
 - (b) The days of attendance for an Early Childhood Employee or a Teacher during term and non-term weeks will be a maximum of 205 in each school year.
 - (c) The number of days a part-time employee engaged as an Early Childhood Employee or a Teacher is required to attend will be determined on a pro-rata basis. Days of attendance do not include public holidays during term time.
 - (d) Notwithstanding the NES, and due to the operational requirements of TBS, the ordinary hours of a Teacher may be averaged over a 12-month period.
 - (e) A Teacher's absence from a Kindergarten during non-term weeks is deemed to include their entitlement to annual leave.
- 27.4 Time off between shifts
- (a) Unless an agreement is reached under clause 27.4(c), or an employee has worked on a Sleepover in accordance with clause 39, or is working on a Broken Shift in accordance with clause 38, an employee is entitled to a 10 hour rest period between the completion of one shift, or period of work, and the commencement of their next shift. Work includes any reasonable additional hours or overtime.

- (b) If an employee recommences work without having had 10 hours off work between shifts, the employee will be paid at overtime rates until they are released from duty for a period of 10 consecutive hours without loss of pay for ordinary time hours the employee was rostered to work during that 10 hour period. However the hours worked by the employee will still form part of the employee's ordinary hours of work.
- (c) Clause 27.4(a) will not apply if TBS and an employee agree that the break of 10 hours can be reduced to not less than 8 hours.

28. Span of hours

28.1 The ordinary hours of work for an employee other than a shift worker are:

- (a) For an Early Childhood Employee or a Teacher between the hours of 6.00am and 6.30pm, Monday to Friday.
- (b) For all other employees between the hours of 6.00am and 8.00pm, Monday to Sunday.

29. Shift Penalties

29.1 Approved ordinary hours worked by an employee who is not an Early Childhood Employee or a Teacher on an afternoon or night shift will be paid at the rate below:

	Shift description	Permanent or temporary rate	Casual rate (including casual loading)
Afternoon	A shift which finishes after 8.00pm and at or before 12 midnight Monday to Friday	112.5%	137.5%
Night	A shift which commences before 6.00am or finishes after 12 midnight Monday to Friday	115%	140%

29.2 Approved ordinary hours of work for an employee who is an Early Childhood Employee or Teacher on an early morning, afternoon or night shift will be paid at the rate below:

	Shift description	Permanent or temporary rate	Casual rate (including casual loading)
Early morning	A shift which commences at or after 5.00am and before 6.00am Monday to Friday	110%	135%
Afternoon	A shift which finishes after 6.30pm and at or before 12 midnight Monday to Friday	115%	140%

Night	A shift which finishes after 12 midnight and at or before 8.00 am or any shift commencing at or before midnight and finishing before 5.00 am	117.5%	142.5%
Night shift, non-rotating	A night shift system in which night shifts do not rotate or alternate with another shift so as to give the employee at least 1/3 of their working time off night shift in each roster cycle	130%	155%

30. Saturday and Sunday work

30.1 Approved ordinary hours of work on a Saturday or a Sunday will be paid the rates below:

	Shift description	Permanent or temporary rate	Casual rate (including casual loading)
Saturday	Hours worked between 12 midnight on Friday and 11.59pm on Saturday	150%	175%
Sunday	Hours worked between 12 midnight on Saturday and 11.59pm on Sunday	200%	225%

30.2 The minimum payment for an Early Childhood Employee on a Saturday or Sunday is four hours.

30.3 The rates in clause 30.1 will be in substitution for, and not in addition to the shift loadings in clause 29.1 and 29.2.

31. Rostered days off

31.1 An employee, other than a casual employee, will be free from duty for no less than 2 full days each week, 4 days in each fortnight or 8 days in each 28-day cycle. Where practicable, days off will be consecutive.

31.2 A part-time employee providing Home Support Services may elect in writing to be rostered for additional work on a Saturday, Sunday, or other day. If an employee makes that election, they may forego having 2 full days off each week provided that:

- (a) they have at least 1 rostered day off each week;
- (b) they do not work any more than 152 hours in a 28-day cycle; and
- (c) they are rostered for at least 2 consecutive days off per 152-hour cycle.

31.3 A part-time employee who elects to forego rostered days off in accordance with clause 31.2 must notify their Manager in writing at least 14 days before they want to be rostered on for

additional work. The Manager will then put them into a pool of available employees for additional work. TBS is under no obligation to provide the employee with additional work.

31.4 A part-time employee electing to do additional work will be paid at the applicable rate of pay for that day.

32. **Accumulated Days off**

32.1 TBS may engage a full-time employee on the basis that they will accrue an accumulated day off (**ADO**) as set out in this clause.

32.2 An employee may elect to take an ADO as 1 day off work per 28 days or may accumulate ADO's throughout the year up to a maximum accrual of 3 ADOs or 22.8 hours of time accrued towards ADOs.

32.3 A full-time employee is engaged on the basis that they will accrue time towards an ADO will accumulate 0.4 hours towards an ADO for every 8 hours worked.

32.4 A full-time employee who works a shift arrangement which provides the employee with the benefit of working compressed days, for example, 4 ten hour shifts over 4 days, or a 9.5-day fortnight, will not be entitled to accrue ADO's.

32.5 ADOs may be taken as:

- (a) full days of 7.6 hours; or
- (b) a number of shorter periods as mutually agreed to between the employee and their Manager.

32.6 Approval of the taking of an ADO will be subject to business requirements.

32.7 If an employee has accrued 3 ADOs or 22.8 hours of time accrued towards ADOs, the employee's Manager may direct the employee to take an ADO within 1 month of being notified by their Manager, to reduce their accrual.

32.8 An employee will not accrue time towards an ADO during the following types of leave or absence:

- (a) personal leave;
- (b) public holidays;
- (c) compassionate leave;
- (d) study leave;
- (e) time in lieu;
- (f) ADO;
- (g) annual leave;
- (h) long service leave;
- (i) paid and unpaid parental leave;
- (j) leave without pay; or

(k) workers compensation.

32.9 Any accrued ADO balance will be paid out on termination of employment at the employee's Ordinary Rate of Pay.

33. **Make-up Hours**

33.1 Wherever possible, an employee should attend to personal matters out of work hours. However, if an employee would like to request to take time off during ordinary hours to address personal, health or general family matters they may:

- (a) request for the time-off in writing to their Manager at least 48 hours before they require the time off; and
- (b) briefly outline the reason for taking the leave.

33.2 An employee is not to take make-up pay unless the Manager has confirmed the approval in writing.

33.3 If approved, the employee will work the time taken at another time within the following fortnight during the ordinary span of hours, or at a time agreed in writing between the Manager and the employee.

33.4 The maximum number of hours an employee may make up under this clause is 3 hours.

33.5 An employee working make up hours must arrange their hours so that they do not:

- (a) work the hours as overtime; and
- (b) work more than 10 hours on any 1 day.

33.6 Make-up hours are in addition to any other leave granted under this Agreement. Make-up hours:

- (a) must be taken at a time agreed to between the employee and their Manager; and.
- (b) are subject to the needs of the business, and approval will be granted by TBS subject to those needs.

34. **Rosters**

34.1 TBS will post a roster detailing the ordinary rostered hours of work for each employee, other than a casual employee, at least 14 days before the day on which the roster commences.

34.2 TBS may communicate the roster to employees by direct contact, email, SMS, telephone, or other electronic means.

34.3 Subject to clause 35, the fortnightly roster may be altered by agreement between an employee and TBS.

35. **Change in roster**

- 35.1 Subject to clause 36, and the balance of this clause, TBS will provide employees with 7 days' notice of a change in their roster.
- 35.2 If another employee is absent from work due to illness, or if there is an emergency or change of client's circumstances out of TBS's control, TBS may change the roster at any time to ensure that TBS can service the needs of its clients.
- 35.3 If a part-time employee requests hours in addition to their usual rostered hours, or an employee providing Home Support Services requests additional work in accordance with clause 31.2 this clause will not apply.

36. **Client cancellation for Home Support Services**

- 36.1 If a Home Support Service client cancels their appointment, subject to subclause 36.2 below, TBS will provide the employee with notice of the change in roster by 5.00pm the day before the employee is due to work. In those circumstances, the employee will not be paid for that shift.
- 36.2 If TBS is unable to provide the employee with the notice as set out in subclause 36.1, TBS:
 - (a) will pay the employee for the minimum specified hours that the employee is rostered to work for that client on that day; or
 - (b) may direct the employee to make-up time equivalent to the cancelled time, in that or the following roster period. This time may be made up working with other clients or in other parts of TBS's business. If an employee has already received a payment under clause 36.2(a) and performs make-up time under this clause the employee will not be entitled to be paid for the make-up time.
- 36.3 If TBS is unable to meet a full-time or part-time employee's guaranteed minimum hours for extenuating reasons associated with a client such as a client's death, hospitalisation or other similar extenuating circumstances, TBS will apply the following procedures in the sequence provided:
 - (a) TBS will re-allocate work from a casual employee to the employee;
 - (b) TBS will reallocate work from another full-time or part-time employee who is working additional hours to their guaranteed minimum number of hours;
 - (c) where the employee agrees, the employee may access annual or long service leave; or
 - (d) the employee may be stood down by TBS in accordance with s.524 of the Act;
 - (e) The employee and TBS may mutually agree to permanently reduce the employee's number of hours.

36.4 Notwithstanding the provisions in clause 36.3, if after 6 weeks - or earlier by mutual agreement - TBS is unable to provide the guaranteed minimum number of hours to an employee, TBS may initiate redundancy processes in accordance with Clause 23 - Redundancy.

36.5 This clause does not apply to a casual employee.

37. Recall to work

37.1 An employee is recalled to work if they have left TBS's or a client's premises and:

- (a) have to attend work or a client's home; or
- (b) are required to work either at home or at work for a combined period of greater than 30 minutes within a two hour period.

37.2 If an employee is recalled to work after leaving TBS or a client's premises they will be paid for a minimum of two hours' work at the appropriate rate each time the employee is recalled. If the work required is completed in less than two hours the employee will be released from duty.

37.3 If TBS requests an employee to return to work after leaving TBS's or a client's premises and they are not on-call, they may refuse TBS's request to return to work.

37.4 If an employee is on-call and required to work after leaving TBS or a client's premises for less than 30 minutes, they will be paid for 30 minutes work at the appropriate rate of pay.

37.5 An employee must receive a minimum break of 8 hours between being recalled to work and their next shift.

38. Broken shifts

38.1 A "broken shift" is a single shift worked by an employee that includes 1 or more breaks other than a meal break or a rest break, and where the span of hours is no more than 12 hours.

38.2 TBS may roster an employee providing Home Support Services to work a broken shift to meet the needs of clients and TBS.

38.3 TBS may roster an employee to work a broken shift in any other position when TBS and the employee agree.

38.4 An employee must receive a minimum break of 10 hours between the completion of a broken shift on one day and the commencement of a broken shift on the following day.

38.5 Payment for a broken shift will be at the employee's Ordinary Rate of Pay with penalty rates and shift allowances in accordance with clauses 29, 30, 43 and 70.2.

38.6 All work performed beyond the maximum span of 12 hours for a broken shift will be paid at double the employee's Ordinary Rate of Pay.

39. Sleepovers

39.1 An employee providing Home Support Services, or an employee required to provide supervision to a child or young person in an emergency situation, may be required to sleep overnight at premises for the purpose of caring for a client (**Sleepover**) in accordance with this clause.

39.2 The span of hours for a Sleepover will be no less than 8 hours and no more than 12 hours on any 1 night.

39.3 From time to time TBS may require an employee to Sleepover. This may occur:

- (a) when an employee is rostered to Sleepover under clause 34 of this Agreement; or
- (b) if an emergency occurs within home support services.

39.4 If an employee is required to Sleepover they may only decline it with reasonable cause. Employees on a Sleepover will be entitled to:

- (a) an allowance as set out in Schedule B;
- (b) where possible, a separate room from the client with a bed and use of facilities; and
- (c) free board and lodgings

for each night on which they are required to Sleepover.

39.5 If a full-time employee must perform work during a Sleepover, the employee will be paid for the total duration of the time worked during the Sleepover in 1 block of time in accordance with clause 43, Overtime, for the greater of:

- (a) the actual period of time in which the employee works; or
- (b) 1 hour.

39.6 If a part-time or casual employee must perform work during a Sleepover, the employee will be paid for the total duration of the time worked during the Sleepover in 1 block of time at the Ordinary Rate of Pay of that employee plus applicable shift and weekend penalties, however if:

- (a) the total number of hours worked on 1 day exceeds 10 hours; or
- (b) the total number of hours worked by the employee in a fortnight exceeds 76 hours;

then the excess hours worked will be paid for at overtime rates.

39.7 TBS may roster an employee to perform work immediately before and/or immediately after the sleepover period, but must roster the employee or pay the employee for at least 4 hours' work for at least one of these periods of work. The payment prescribed by 39.6(a) is in addition to the minimum payment prescribed in this clause 39.7.

40. 24-hour care

- 40.1 This clause applies only to employees providing Home Support Services.
- 40.2 A 24-hour care shift is one which requires an employee to be at a client's home for a period of 24 hours to provide care to that client as the client requires it.
- 40.3 An employee working on a 24-hour care shift:
- (a) is required to provide a total of no more than 8 hours of care during the 24-hour period;
 - (b) will have the opportunity to sleep during that shift, and where possible, the client will provide a bed in a private room for that employee; and
 - (c) will be paid for 8 hours of work at 155% of the employee's ordinary rate of pay for the 24-hour period.

41. Excursions

- 41.1 Where an employee agrees to supervise clients in excursion activities involving overnight stays from home, the following provisions will apply:
- (a) Monday to Friday excursions
 - (i) Payment at the ordinary rate of pay for time worked between the hours of 8.00 am to 6.00 pm Monday to Friday up to a maximum of 10 hours per day.
 - (ii) The employer and employee may agree to accrual of time instead of overtime payment for all other hours.
 - (iii) Payment of sleepover allowance in accordance with the provision of clause 39.
 - (b) Weekend excursions
 - (i) Where an employee involved in overnight excursion activities is required to work on a Saturday and/or Sunday, the days worked in the two week cycle, including that weekend, will not exceed 10 days.

42. Breaks

- 42.1 Meal Breaks
- (a) Subject to this clause, after working for 5 hours, an employee is entitled to an unpaid meal break of between 30 minutes and 60 minutes, to be taken at a time mutually agreed between TBS and the employee, or if agreement cannot be reached, as directed by TBS.
 - (b) An employee who is engaged for no more than 6 hours continuously per shift may elect to forego a meal break during that shift without receiving payment for overtime.

- (c) If there is an emergency, or increased client demand, TBS may delay providing an employee's meal break.
- (d) If TBS requires that an employee perform work during a meal break, it will pay the employee overtime until an uninterrupted break is taken however the hours worked by the employee which are paid at overtime rates will still be considered to be ordinary hours of work.
- (e) If TBS requires an employee to have a meal with a client or clients as part of the employee's normal work routine or Client Service:
 - (i) clause 42.1(a) will not apply and the employee will not be entitled to an unpaid meal break;
 - (ii) the employee will be paid during that meal period at the Ordinary Rate of Pay; and
 - (iii) the paid meal will be counted as time worked.
- (f) If an Early Childhood Employee or a Teacher is required to remain on TBS premises during their meal break:
 - (i) clause 42.1(a) will not apply and the employee will not be entitled to an unpaid meal break;
 - (ii) the employee will be paid during that meal period at the Ordinary Rate of Pay; and
 - (iii) the employee will be entitled to a paid meal break of not less than 20 minutes or more than 30 minutes.
- (g) If TBS permits an Early Childhood Employee or a Teacher to leave the premises during the meal break, the time away from the premises will not be counted as time worked, and no payment will be made for time away from the premises.

42.2 Rest Periods (Tea Breaks, Comfort Break)

- (a) An employee working 4 hours, but less than 7 hours on any engagement will be entitled to a paid rest period of 10 minutes at a time approved by TBS.
- (b) An employee who works for 7 hours or more will be entitled to 2 paid rest periods of 10 minutes each, at a time approved by TBS, unless the employee agrees to forego 1 of these rest periods.
- (c) Rest periods will count as time worked.

43. Overtime

43.1 Overtime must be authorised in advance by an employee's Manager, or a person nominated by their Manager, except in exceptional circumstances where it is not possible to obtain this approval in advance (for example, in an emergency situation involving a client).

43.2 Approved overtime will be paid by TBS in the following circumstances when TBS requires an employee to work:

- (a) in excess of the maximum number of hours in clause 27.1; or
- (b) in excess of the maximum number of ordinary hours on any 1 day or shift prescribed by this Agreement.

43.3 Overtime performed on the days below will be paid at the rate of:

	Full-time or Part time	Casual
Monday to Saturday	150% for the first 2 hours 200% thereafter	175% for the first two hours 225% thereafter
Sunday	200%	225%

43.4 These rates are in paid in substitution for any penalty rate in Clause 29 and 30.

43.5 Any additional hours, worked by a part-time Early Childhood Employee outside of an employee's rostered hours must be worked during the opening hours of that service. If they are worked outside the opening hours the employee will receive overtime. An employee will not receive overtime if they are required to remain after work for a genuine and pressing emergency, provided that it does not exceed one hour a week. For the purposes of this clause, an emergency situation includes a natural disaster affecting a parent, another employee or service, the death of a child or parent, or a child requiring urgent medical attention.

43.6 Despite clauses 14.6 and 14.7, if an employee is an Early Childhood Employee and is directed by TBS to work in excess of their normal hours:

- (a) they will be paid at ordinary time for up to 8 hours of work on any day provided that the additional time worked is during the ordinary hours of operation of the early childhood service; and
- (b) any part-time employee working in excess of 8 hours on any day will be paid overtime in accordance with the rates prescribed in clause 43 of this Agreement.

44. Time off in lieu of payment for overtime

- 44.1 The overtime payments set out in Clause 43 are the default entitlement when an employee works approved overtime.
- 44.2 As an alternative to these overtime payments, an employee and TBS may agree to allow the employee to take time off in lieu (**TOIL**) of the overtime payment provided that:
- (a) The employee enters a request through BESS for approved overtime to be treated as TOIL. The request must be submitted within a 14 day period;
 - (b) The Manager approves or declines the request for TOIL, giving consideration to the broader needs of the team and the service. If the Manager declines the request it is paid as overtime;
 - (c) any periods of time off work during ordinary hours will equate to the relevant period of overtime worked;
 - (d) TOIL is taken at the employee's Ordinary Rate of Pay;
 - (e) The employee must not make a request for TOIL if the request would mean more than 15.2 hours of TOIL would be accrued; and
 - (f) TOIL must be taken within 3 months of its accrual. If the employee and TBS cannot agree on a time to take the TOIL, TBS may direct the employee to take TOIL with 7 days' notice.
- 44.3 If an employee does not take time off in accordance with clause 44.2(f), the accrued TOIL will revert to overtime and will be paid to the employee at time and a half (150%) of the employee's Ordinary Rate of Pay in the next pay period, unless the TOIL has been worked on a Sunday in which case it will be paid to the employee at double time (200%) the employee's Ordinary Rate of Pay.
- 44.4 TBS cannot compel an employee to accrue TOIL rather than be paid overtime.
- 44.5 If an employee has an outstanding TOIL balance on termination, the balance of TOIL accrued will be paid out at the employee's Ordinary Rate of Pay.

45. Non- contact time for a Teacher or Early Childhood Employee

- 45.1 An employee engaged as a Teacher or an Early Childhood Employee responsible for the preparation, implementation and/or evaluation of a development program for an individual child or group of children will be entitled to a minimum of 3 hours per week, during which the employee is not required to supervise children or perform other duties directed by TBS, for the purpose of planning, preparing, evaluating and programming activities.
- 45.2 It is recorded that additional non-contact time (beyond the minimum of 3 hours) is provided. Such additional hours will be retained where it is practical to do so, and/or the needs of the Teacher and/or the service require greater time for non-contact supports.

45.3 Wherever possible non-contact time will be rostered in advance.

Part 6 – Minimum wages and related matters

46. Classifications

46.1 Employee classifications are set out in Schedule A of this Agreement.

47. Salary progression

47.1 TBS will take into account previous experience in a substantially similar role (including in another organisation) and an employee's qualifications in determining the appropriate classification and pay point.

47.2 TBS may require additional evidence from the employee to be able to confirm the most appropriate classification and pay point.

47.3 Where TBS requires additional information to verify the correct pay point from the employee, the adjustment to the correct pay point will take effect from the first pay period on or after the date the employee provides this information to TBS.

47.4 An employee will be eligible to progress from one pay point to the next pay point within a classification after 12 months of continuous employment. An employee can only progress to a new pay point once in each 12-month period.

47.5 Subject to clause 47.4 employees will progress through pay points in a classification until they reach the top of the range for that classification level.

47.6 The employee will progress to the new pay point in the first full pay period on or after the employee's anniversary date, providing continuous employment has not been broken.

47.7 Employees will not automatically progress to the next classification level. Progress to a new classification level is through promotion or re-classification. Progress to Advance Practice is through the Advance Practice Policy and Procedure.

48. Wages

48.1 Employees will be paid, as a minimum, the hourly rates applicable to their classification as set out in the table in Schedule B of this Agreement.

Part 7 - Allowances

49. Clothing and Equipment Allowance

49.1 If TBS requires an employee to wear a uniform it will supply the basic uniform to the employee free of charge, in which case the uniform will remain TBS's property.

49.2 Employees are responsible for washing their own uniform.

49.3 If an employee is required to wear personal protective equipment such as goggles, aprons or gloves, TBS will supply such clothing or equipment.

50. First Aid Allowance

50.1 If TBS requires an employee to be a First Aid Officer, it will:

- (a) provide the employee with training for a Senior First Aid certificate (where they are required to be a First Aid Officer); and
- (b) will pay the employee a weekly allowance as set out in Schedule B per week for full-time employees, pro-rata for part-time employees.

51. Vehicle Allowance

51.1 If TBS requires and approves an employee to work away from their normal place of work on any day:

- (a) if directed, use a vehicle owned by TBS; or
- (b) if a motor vehicle owned by TBS is not available and the employee uses their own motor vehicle in the course of their duties, TBS will pay the employee the Australian Taxation Office's prescribed per kilometre rate.
- (c) For clarity, where an employee has a flexible work arrangement in place where they work from an agreed remote location and a TBS office location (or locations), all agreed locations are considered their normal place of work.

51.2 Employees will not be paid a vehicle allowance:

- (a) if they use a motor vehicle owned by TBS; or
- (b) a motor vehicle provided by TBS to the employee as part of their remuneration package (for example through a novated lease); or
- (c) for an employee providing Home Support Services, between their home and their first client's home or between their last client and their home (noting clause 51.3).

51.3 This clause applies as a transitional arrangement for the life of the agreement for an employee employed in the position of Home Support Team Member (classified at Level 1A) at the time this agreement takes effect.

- (a) Clause 51.2 (c) will not apply between the last client and their home. For clarity, an employee entitled to this transitional arrangement is entitled to receive the vehicle allowance between their last client and their home.
- (b) This clause will continue to apply if the employee is reclassified to Level 1B.
- (c) If the employee moves to a position that is classified at any other level this clause will cease to apply.

52. Travel Allowance

52.1 If TBS requires an employee to travel for work:

- (a) the travel must be booked and approved as required by the Travel Policy;
- (b) TBS will pay for and/or reimburse for reasonable costs as outlined in the Travel Policy; and
- (c) TBS will pay for and/or reimburse meals as outlined in the Travel Policy.

53. Telephone use

53.1 If TBS requires an employee to use a telephone for work purposes, TBS will:

- (a) provide a telephone for the employee's use; or
- (b) make available a pool phone for the employee's use.

54. On call allowance

54.1 If TBS requires an employee to be rostered on-call (that is, available to be recalled for work) in respect of any 24-hour period or less, TBS will pay to the employee:

- (a) an allowance as set out in Schedule B for any on-call period Monday to Friday; and
- (b) an allowance as set out in Schedule B for any on-call period Saturday, Sunday or a public holiday.

54.2 If the employee is required to work during a period of on-call, the payments in Clause 37 Recall will also apply.

55. In Charge allowance

55.1 An employee who is rostered by TBS to be in charge of a Client Service for a full 8 hour period during the day, evening or night will be paid an In Charge allowance as set out in Schedule B, in addition to his or her appropriate salary whilst so in charge.

55.2 The In Charge allowance is not payable to employees who:

- (a) are Senior Home Support Partners or Team Leaders; or
- (b) have been directed to carry out Higher Duties and are in receipt of a Higher Duties allowance in accordance with clause 56.1.

56. Higher duties allowance

56.1 If TBS directs an employee in writing to carry out duties at a higher classification than the classification in which they are ordinarily employed, TBS will pay the employee the higher classification pay rates as set out below:

- (a) for an employee providing Home Support Services performing higher duties:
 - (i) for 2 hours or less — the time so worked; or
 - (ii) for greater than 2 hours, a full day or shift;

- (b) for Early Childhood Employees performing higher duties for 2 hours or more – the times so worked provided that the greater part of the time worked is spent performing duties carrying the higher rate; and
- (c) for all other employees performing higher duties for 5 consecutive working days or more, the period for which duties are assumed at a rate not less than the minimum rate prescribed for the classification applying to the employee so relieved.

57. Community Languages Allowance

- 57.1 An employee who has the capability to support communication with culturally and linguistically diverse (CALD) clients, First Nation clients and/or clients with disability (for example through Auslan) may apply to be included on the Community Languages Register.
- 57.2 An employee who is called upon to use their community language capability, and who is available to provide that support, will be entitled to receive the allowance set out in Schedule B of the Agreement.
- 57.3 The line manager of the employee called upon to provide the Community Language support must approve the request prior to the employee being released, except in exceptional circumstances. The request should not unreasonably impact on a scheduled client services.

Part 8 – Payment of wages and superannuation

58. Payment of Wages

- 58.1 TBS will pay employees fortnightly by electronic funds transfer. Employees will be able to view and print out the details of all payments and deductions from salary and remuneration through the TBS employee self service portal.
- 58.2 If an employee lawfully leaves their employment they will be paid all payments due at the time of leaving by electronic funds transfer.

59. Superannuation

- 59.1 On commencement of employment with TBS, employees must nominate an Approved Superannuation Fund into which TBS will make superannuation payments.
- 59.2 If an employee does not specify an approved superannuation fund within 2 weeks of commencement of employment, the employee's payments will be paid into the HESTA Superannuation fund.
- 59.3 TBS will make superannuation contributions to each employee's superannuation fund so as to avoid TBS being required to pay the superannuation guarantee charge under the *Superannuation Guarantee (Administration) Act 1992 (Cth)* as amended or replaced from time to time, with respect to that employee.

59.4 Where an employee is excluded from receiving superannuation contributions due to their age under the *Superannuation Guarantee (Administration) Act 1992 (Cth)* as amended or replaced from time to time, the quantum the employee would otherwise be entitled to receive will be converted to a Superannuation Allowance paid directly to the employee.

60. Voluntary employee Superannuation contributions

60.1 Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise TBS to pay on their behalf a specified amount from the post-taxation wages of the employee into the same superannuation fund as TBS makes the superannuation contributions provided for in clause 59.

Part 9 – Leave and Public Holidays

61. Annual Leave

61.1 Annual leave is provided for in the [NES](#). This clause contains additional provisions, noting clauses 62 and 63.

61.2 Quantum of leave

(a) For the purposes of the NES, a shiftworker is an employee who works for more than four ordinary hours of on 10 or more weekends during the yearly period in respect of which their annual leave accrues and is entitled to an additional week's annual leave on the same terms and conditions.

61.3 Annual leave loading

(a) In addition to their ordinary pay, an employee, other than a shift worker, will be paid an annual leave loading of 17.5% of their ordinary rate of pay.

(b) Shift workers, in addition to their ordinary pay, will be paid the higher of:

(i) an annual leave loading of 17.5% of their ordinary rate of pay; or

(ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.

61.4 Annual leave in advance

(a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.

(b) An agreement must:

(i) state the amount of leave to be taken in advance and the date on which leave is to commence; and

(ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

- (c) The employer must keep a copy of any agreement under clause 61.4 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 61.4 the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

61.5 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under this clause.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under this clause.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under this clause must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under this clause must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under this clause as an employee record.

Note 1: Under section 344 of the Fair Work Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under this clause.

Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under this clause.

Note 3: An example of the type of agreement required by clause this clause is set out at Schedule J. There is no requirement to use the form of agreement set out at Schedule J.

61.6 Excessive leave accruals: general provision

Note: Clauses 61.6 to 61.8 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Fair Work Act.

- (a) An employee has an excessive leave accrual if the employee has accrued more than 8 weeks paid annual leave (or 10 weeks paid annual leave for a shift worker, as defined)
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 61.7 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 61.8 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

61.7 Excessive leave accruals: direction by employer that leave be taken

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 61.7(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 61.6, 61.7, 61.8 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.

- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 61.7(b)(i).

Note 2: Under section 88(2) of the Fair Work Act, the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

61.8 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 61.6(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under paragraph (a) if:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 61.7(a) that, when any other paid annual leave arrangements (whether made under clause 61.6, 61.7, or 61.8 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under paragraph (a) must not:
 - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 61.6, 61.7, or 61.8 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.

- (d) An employee is not entitled to request by a notice under paragraph (a) more than 4 weeks 'paid annual leave (or 5 weeks 'paid annual leave for a shift worker, as defined by clause 61.2) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under paragraph (a).

61.9 An employee employed as a Teacher in a Kindergarten must take annual leave during non-term weeks. If the employment of a Teacher in a Kindergarten is to continue into the next Kindergarten year, the Teacher must take their annual leave in the four-week period immediately following the final term week of the current Kindergarten year, unless TBS agrees otherwise.

61.10 An employee employed as a Teacher in a Kindergarten may take annual leave re-credited in accordance with the NES only during non-term weeks as directed by TBS.

62. Taking annual leave by Early Childhood Employees

62.1 Subject to clause 62.2, where the workplace of an employee engaged as an Early Childhood Employee is closed during a vacation period, other than Christmas vacation, and no work is available, the employee will be paid the Ordinary Rate of Pay during such a period.

62.2 During the Christmas vacation only, an employee engaged as an Early Childhood Employee in a workplace that is closed for the Christmas vacation period may be directed to take annual leave in accordance with clause 61.9. An employee without sufficient accrued leave to maintain their Ordinary Rate of Pay during vacation period may be required to take leave without pay for a maximum of 4 weeks.

62.3 Notwithstanding clause 61 if an employee engaged as an Early Childhood Employee works in an establishment which operates for more than 48 weeks per year, TBS may require the employee to take annual leave by giving at least 4 weeks' notice in the following circumstances:

- (a) as part of a close-down of its operations; or
- (b) where an employee has accrued more than 8 weeks' annual leave.

63. Pro rata payment of salary inclusive of annual leave

63.1 If:

- (a) the employment of a Teacher in a Kindergarten, other than a casual Teacher, ceases; or
- (b) TBS is required to calculate the pro rata salary of a Teacher in a Kindergarten as:

- (i) the employee commenced employment after the Kindergarten service date;
- (ii) the employee has taken leave without pay of more than two term weeks since the Kindergarten service date; or
- (iii) the hours which an employee has worked at the Kindergarten have varied since the Kindergarten service date,

the Teacher's pro rata salary will be calculated in accordance with the following formula:

$$P = \frac{s \times c}{b} - d$$

Where:

- P** is the payment due;
- s** is the total salary paid in respect of term weeks, or part thereof, since the Kindergarten service date or the date of employment in circumstances where the employee has been employed by TBS since the Kindergarten service date;
- b** is the number of term weeks, or part thereof in the Kindergarten year;
- c** is the number of non-term weeks, or part thereof, in the Kindergarten year; and
- d** is the salary paid in respect of non-term weeks, or part thereof, that have occurred since the Kindergarten service date or date of employment in circumstances where the employee has been employed by TBS since the Kindergarten service date.

- 63.2 For the purpose of this clause, "**Kindergarten service date**" means the date from which Teachers are paid at the commencement of the Kindergarten year in their first year of service with TBS.
- 63.3 The formula in clause 63.1 is intended to be used to calculate the pro rata salary inclusive of annual leave owing to a Teacher in respect of the Kindergarten year in which the formula is applied.
- 63.4 A Teacher will be entitled, on termination of employment, to a payment calculated in accordance with this clause.
- 63.5 A Teacher who commences employment after the usual date of commencement at a Kindergarten in any Kindergarten year will be paid from the date the employee's employment commences, provided that at the end of the last Kindergarten term in that year, the employee must be paid an amount calculated pursuant to clause 63.3 and will receive no salary or other payment other than payment under this clause until the Kindergarten service date or the resumption of Term 1 in the following Kindergarten year.

63.6 Where a Teacher takes leave without pay with the approval of TBS for a period which (in total) exceeds more than two term weeks in any year, the Teacher will be paid a salary calculated in accordance with this clause as follows:

- (a) if the leave without pay commences and concludes in the same Kindergarten year, the payment will be calculated and made at the conclusion of the last Kindergarten term in that year; and
- (b) if the leave without pay is to conclude in a Kindergarten year following the Kindergarten year in which the leave commenced:
 - (i) at the commencement of the leave, a payment will be calculated and made in respect of the Kindergarten year in which the leave commences;
or
 - (ii) at the end of the last Kindergarten term in that year in which the leave concludes, a payment will be calculated and made in respect of that Kindergarten year.

If the Teacher returns early from a period of leave without pay, any payment under clause 63.6(b)(i) will be taken into account in calculating the amount owed to the employee at the end of the last Kindergarten term in that year.

64. Taking leave during Christmas shut down

- 64.1 TBS shuts down some of its offices for up to a 2 week period over Christmas and New Year.
- 64.2 To the extent permitted by law, TBS may direct an employee to take any accrued annual leave, ADO's or TOIL during the end of year shut-down.
- 64.3 If an employee does not have sufficient accrued leave to take paid leave during the Christmas shut-down, the employee may be required to take leave without pay.

65. Purchased Leave

- 65.1 A permanent or temporary employee can apply to purchase additional leave. Purchased leave is approved by the employee's manager.
- 65.2 An employee can purchase a maximum of 2 additional weeks of leave (pro rata for part-time employees) each year at their ordinary rate of pay. Purchased leave will be deducted from the employee's pay in instalments throughout the year.
- 65.3 TBS will open applications for purchased leave on two occasions each year. An employee may purchase one, or two weeks of leave during these application periods, but must not purchase more than 2 weeks in a 12 month period.
- 65.4 Purchased leave deductions will start from the first pay period on or after April and October each year.

- 65.5 Purchased leave is available to take as leave as it accrues. An employee cannot take purchased leave before it has accrued (ie in advance).
- 65.6 An employee is required to take purchased leave within 12 months of the deduction starting. Unless other arrangements are approved by the employee's line Director, any purchased leave which has not been taken will be paid out at ordinary pay in June of the following year for deductions that started in April, and December of the following year for deductions that started in October.
- 65.7 Purchased leave taken as leave is paid at ordinary pay.
- 65.8 Purchased leave can be used to support a flexible work arrangement.
- 65.9 Purchased leave can be taken as single days, part of a day, or in longer periods.
- 65.10 Untaken purchased leave is payable on termination at ordinary pay.

66. **Personal Leave**

- 66.1 Personal leave is provided by the [NES](#). An employee, other than casual employees, is entitled to up to 10 paid days' personal leave per year, with a part-time employee's leave calculated on a pro-rata basis. Personal/carer's leave accumulates gradually during each year of Service according to the employee's ordinary hours of work and accumulates from year to year.
- 66.2 Personal leave may be taken:
- (a) if an employee is ill or injured; or
 - (b) for an employee to provide care or support for a member of an employee's Immediate family, household, or **kinship relationship** who:
 - (i) is ill or injured; or
 - (ii) has an unexpected emergency affecting the member.
- 66.3 A full-time or part-time employee who has exhausted their paid personal/carer's leave entitlements, or a casual employee, may take unpaid carer's leave if the employee is unable to attend for work for the reasons described in clause 66.2. In those circumstances, the employee will be entitled to be absent from work, without pay, for up to 2 days.
- 66.4 TBS may require an employee to provide it with proof of the need to take leave in the form of a statutory declaration, or a medical certificate, if the employee takes paid or unpaid personal/carer's leave:
- (a) for 2 consecutive days or more;
 - (b) adjacent to a public holiday; or
 - (c) adjacent to other pre-approved leave such as annual leave or long service leave.
- 66.5 If TBS considers that an employee may have an illness or injury that may affect the employee's ability to perform their duties, TBS may direct the employee to attend a medical

examination with an independent medical practitioner of TBS's choice. TBS will cover the cost of this appointment.

67. Long Service Leave

67.1 Long service leave is provided for in State and Territory legislation.

- (a) [New South Wales](#)
- (b) [South Australia](#)
- (c) [Queensland](#).

67.2 This clause contains additional entitlements.

67.3 An employee will be entitled to take long service leave once they have completed 5 years of continuous service with TBS. Long service leave will be paid out on termination after 5 years of continuous service.

67.4 An employee will then be entitled to access further periods of long service as the entitlement accrues.

67.5 An employee may request to access their long services leave in single days or single week blocks (as permitted under State and Territory laws).

67.6 Long service pursuant to this clause is deemed to be long service leave for the purposes of the relevant State or Territory legislation.

68. Parental Leave

68.1 Parental leave is provided for in the [NES](#). For clarity, an employee is entitled to paid parental leave in the circumstances in which they are entitled to access unpaid parental leave under the NES, with the exception noted for the non-primary carer at 68.6(a).

68.2 This clause provides additional entitlements.

68.3 An employee, who has completed at least 12 months' continuous service with TBS on the day before the employee starts a period of parental leave is entitled to paid parental leave under this clause.

68.4 For clarity:

- (a) A casual employee is not entitled to a period of paid parental leave;
- (b) A temporary employee is only entitled to a period of paid parental leave up to the end date of their engagement.

68.5 The employee must have complied with all of the notification and evidentiary requirements under the Act to be entitled to unpaid parental leave.

68.6 An employee who is:

- (a) the primary care-giver for the child in relation to which the period of paid parental leave is being taken will be entitled to 9 weeks' paid parental leave (pro rata for part-time employees); and
 - (b) not the primary care-giver for the child in relation to which the period of paid parental leave is being taken will be entitled to 2 weeks' paid parental leave (pro-rata for part-time employees).
- 68.7 An employee entitled to 9 weeks paid parental leave under this clause may take this leave:
 - (a) As 9 weeks at ordinary pay (pro rata for part-time employees), or
 - (b) As 18 weeks at half ordinary pay (pro rata for part-time employees); or
 - (c) As up 9 weeks Parental Leave Make Up Pay (pro rata for part-time employees). In this instance, the employee can access the leave if they return to work on reduced hours following a period of parental leave, to make up their hours up to their pre-parental leave ordinary hours of work.
- 68.8 The election for how the leave in clause 68.7 will be used must be requested in advance of the period of parental leave starting in a format determined by TBS.
 - (a) If the employee requests Parental Leave Make Up Pay, the employee will also be required to provide the date the reduced hours will start and finish, and the amount of Make Up Pay requested.
 - (b) The employee can request changes to the arrangement up to the allowable period they can make a change to their proposed return to work date under the NES.
 - (c) The employee and their manager may both agree to changes to the arrangement after this time, noting the provisions in Clause 8; Right to request flexible working arrangements.
- 68.9 The payment to an employee for a period of paid parental leave will be made in line with TBS' usual payroll cycle.
- 68.10 For the purposes of this clause, an employee's weekly rate of pay for the purposes of a period of paid parental leave is to be calculated by multiplying the employee's hourly rate of pay applicable to their classification as set out in the table in Schedule B of this Agreement by:
 - (a) in the case of a full-time employee, 38; or
 - (b) in the case of a part-time employee, by the average number of hours worked each week by the employee in the previous 12-month period.
- 68.11 For clarity, an employee will continue to accrue benefits, and superannuation contributions will continue to be made by TBS, in respect of any period during which an employee is on a period of paid parental leave under this clause.

68.12 Nothing in this clause precludes an employee from applying for paid parental leave under the *Paid Parental Leave Act 2010* (Cth). For the avoidance of doubt, the paid parental leave entitlements under this Agreement are in addition to any legislative paid parental leave entitlements.

69. **Community Service and Jury Leave**

69.1 Community service and jury leave is provided for in the [NES](#).

70. **Public Holidays**

70.1 Public holidays are provided for in the [NES](#). This clause contains additional entitlements.

70.2 Payment for work performed on a public holiday is at the rate of 250%.

70.3 TBS provides services to vulnerable people. Due to the nature of these services employees may be reasonably required to perform work on a public holiday. In this instance, the requirements outlined in the NES for reasonable grounds for refusing to work on a public holiday would apply.

70.4 Each year, TBS will also proclaim an additional day as a public holiday during the Christmas shut-down period.

70.5 For a full-time employee engaged as an Early Childhood Employee the following additional arrangements apply:

- (a) if the employee's rostered day off falls on a public holiday, the employee must either:
 - (i) be paid an extra day's pay;
 - (ii) be provided with an alternative day off within 28 days; or
 - (iii) receive an additional day's annual leave; and
- (b) if the employee works on a public holiday, the employee will be entitled to a substitute day as provided for in the NES.

71. **Compassionate Leave**

71.1 Compassionate leave is provided for in the [NES](#).

71.2 An employee may take to up to 3 days' leave (22.8 hours, pro-rata for a part-time employee) on each occasion of the death or serious injury or illness that threatens the life of a member of the employee's Immediate Family or household.

71.3 An employee must notify TBS as soon as possible of the need to take compassionate leave and may be required to provide documentation to TBS's satisfaction of the need to take compassionate leave.

71.4 A full-time or part-time employee will be entitled to be paid during a period of compassionate leave however, a casual employee will not be entitled to be paid during a period of compassionate leave.

72. Ceremonial Leave

72.1 An employee who identifies as being of Aboriginal or Torres Strait Islander descent is entitled to up to 10 days unpaid leave per calendar year for Ceremonial Purposes.

72.2 If an employee requests leave under clause 72.1 it must be made in advance where possible, and provided to the employee's Manager.

72.3 The employee's Manager may request evidence from the employee showing that the event is for Ceremonial Purposes. For that purpose, the employee may provide TBS with a statutory declaration or a letter from an elder of that employee's community.

72.4 For the purpose of this clause "Ceremonial Purposes" includes:

- (a) initiation, birthing and naming ceremonies;
- (b) funerals in cases where the deceased person is not a member of the employee's immediate family or household as defined in clause 7, but is significant to the employee;
- (c) smoking, cleansing and sacred site or land ceremonies; and
- (d) attendance at community organisation business such as National Aborigines and Torres Strait Islanders Day, Sorry Day, or other relevant ceremonial events.

73. Domestic and family violence leave

73.1 TBS recognises that employees sometimes face situations of domestic violence or other forms of abuse in their personal lives that may affect their attendance or performance at work. In accordance with TBS's values, it wishes to provide support to employees who experience domestic violence and will assist those employees as set out below.

73.2 For the purposes of this Agreement, domestic violence includes:

- (a) physical abuse;
- (b) sexual abuse;
- (c) emotional or psychological abuse;
- (d) economic abuse; and/or
- (e) threatening or coercive behaviour (coercive control),

of an employee by the employee's partner, former partner, or other family member.

73.3 An employee who is experiencing domestic violence, and wants assistance from TBS, should notify their Manager, or Human Resources to request that assistance. The Manager

may contact Human Resources, who will liaise with the Manager to make a recommendation on the most appropriate form of support to provide to the employee.

73.4 TBS may require an employee to provide TBS with substantiation of the domestic violence, for example in the form of a letter or certificate from the relevant police service, a Court, a doctor, a support service or a lawyer.

73.5 If an employee has requested assistance, and subject to the employee providing any substantiation that TBS has required, TBS will:

- (a) grant the employee 10 days' per year of paid special leave for the purpose of attending medical appointments, legal proceedings and other reasonable activities requested by the employee in relation to the domestic violence. This leave is in addition to all other paid leave entitlements and may be taken as consecutive or single days or as a part of a day, and may be taken without prior approval;
- (b) allow the employee to use other paid leave such as accrued annual leave, or personal leave; or
- (c) consider any request made by the employee for:
 - (i) further paid or unpaid leave
 - (ii) changes to the employee's span of hours or pattern or hours and/or shift patterns;
 - (iii) changes to duties;
 - (iv) relocation to suitable employment elsewhere within TBS (subject to business requirements);
 - (v) a change of telephone number or email address to avoid being contacted by a violent person;
 - (vi) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements; and/or
 - (vii) refer the employee to the TBS employee Assistance Program and/or other local resources to assist the employee.

73.6 An employee may use their own personal leave as set out in clause 66 to attend a domestic violence situation (as defined above) to provide care or support to a member of their household or Immediate Family experiencing domestic violence.

73.7 Personal information concerning domestic violence will be kept confidential in line with TBS's policies and relevant legislation.

74. **Union Delegates**


74.1 TBS will allow 12 days of delegate leave days for each year of this Agreement for union delegates to attend delegate training or other union professional development activities.

- 74.2 In each calendar year:
- (a) the ASU may access 6 days of delegate leave;
 - (b) UWU may access 2 days of delegate leave;
 - (c) the IEU may access 2 days of delegate leave;
 - (d) the CPSU may nominate 2 days of delegate leave
- 74.3 If a union does not use all of the allocated leave assigned to that union, the days may be carried forward to the next calendar year. The leave lapses after the second calendar year.
- 74.4 A union delegate must provide TBS with at least 4 weeks' notice of their intention to access this leave.
- 74.5 Approval to take the leave will be subject to TBS's operational requirements on that day and may be declined on those grounds.
- 74.6 A delegate can also request other forms of paid leave to attend union training and/or professional development, such as annual leave, long service leave, time in lieu, or an ADO. The application requirements for those types of leave apply.
- 74.7 TBS will allow union delegates reasonable use of the TBS email system and Workplace.
- (a) Delegates should respect people's preferences to receive or not receive union communications.
 - (b) Delegates can create an email mailing list of employees interested in receiving union communications. This is preferred to using "all-in" email lists.
 - (c) Delegates should take reasonable steps to ensure individuals understand they can opt-out of email communications. A delegate should take all reasonable steps to remove an individual from any mailing list or communications where the individual has indicated that they do not want to receive communications.
 - (d) TBS' preferred communication channel for union information and events is Workplace as this is an "opt-in" channel. Union communications can be posted to a union themed group. Delegates can be the administrators for this group.
 - (e) Communication channels must be accessed and used in a way that is consistent with TBS' policies and procedures.
 - (f) If a union delegate misuses the email system or Workplace TBS may withdraw the delegate's rights under this clause.
- 74.8 Where the CPSU or UW has at least two employees who may be an eligible member at an office location, delegates may use a part of one existing notice board in a staff area to post materials relating to the union. It is noted that notice boards are shared spaces where TBS and other employees are also able to post information. Materials posted must comply with the requirements outlined in 74.7e) or rights may be withdrawn under clause 74.7f).

Signing Page

Signed for and on behalf of The Benevolent Society

Name: Sandra Clubb

Signature: 

Date: 31/5/21

Address: 2E Wentworth Park Road, Glebe NSW 2037

The above person is authorised to sign the Agreement on behalf of the The Benevolent Society for the following reason/s Position Title: Executive Director, People & Organisational Development.

Signed for and on behalf of the Community and Public Sector Union:

Name: Stewart Little

Signature:



Date: 1 June 2021

Address: 160 Clarence Street SYDNEY NSW 2000

The above person is authorised to sign the Agreement on behalf of the Community and Public Sector Union for the following reason/s Position Title: State Branch Secretary.

Signed for and on behalf of United Workers' Union:

Name: MEL GATFIELD - UWU DIRECTOR

Signature: 

Date: 3/6/21

Address: UNITED WORKERS UNION, 19-37 GREEK ST, GLEBE, NSW 2037

The above person is authorised to sign the Agreement on behalf of the United Workers' Union for the following reason/s (e.g. position title):

Signed for and on behalf of Independent Education Union:

Name: PAUL GILES

Signature: 

Date: 21/6/2021

Address: 346 Turbot St Spring Hill Q 4000

The above person is authorised to sign the Agreement on behalf of the Independent Education Union for the following reason/s (e.g. position title): Assistant Secretary/Treasurer IEU-ANT

Signed for and on behalf of the Employees:

Name: Margarita Olley

Signature: 


01/06/2021

Address: Level 4, 7-11 The Avenues, Hurstville

The above person is authorised to sign the Agreement on behalf of the Employees for the following reason/s (e.g. position title): Team Leader, bargaining representative

Signed for and on behalf of the Employees:

Name: Jacinta Como

Signature: 

Date: 02/06/2021

Address: 35-41 Waterloo Rd, Macquarie Park

The above person is authorised to sign the Agreement on behalf of the Employees for the following reason/s (e.g. position title): Senior Practitioner, employee bargaining representative

Schedule A Classifications

Level	Description	Classification notes	TBS Positions ¹	Pay Points	Award translation
1	<p>Works under close direction.</p> <p>Performs routine duties that require the practical application of basic skills and techniques.</p> <p>Activities are clearly defined and outcomes are readily attainable.</p> <p>Instruction and assistance is readily available.</p> <p>Freedom to act is limited by standards and procedures.</p> <p>Can exercise judgement in the planning of their own work. Responsible for own time management.</p> <p>Focused on-the-job training and development.</p> <p>Limited scope for interpretation.</p> <p>No supervision of other employees or volunteers. May have oversight of a minor work activity.</p>	<p>General administration duties.</p> <p>Personal care duties.</p> <p>Service support duties such as laundry, food preparation, cleaning, gardening, driving, non-trade maintenance.</p> <p>Assist the implementation of children's services programs and daily routines.</p> <p>A Home Support Team member may be classified at this level where they have less than 12 months' experience in the industry and are providing personal care services.</p>	<p>Administration Officer</p> <p>Assistant Early Education Educator</p> <p>Home Support Team Member</p> <p>Service Support Worker</p> <p>Support Worker</p>	3	<p>Children's Services Employee Level 1</p> <p>Children's Services Employee Level 2</p> <p>Children's Services Support Worker Level 1</p> <p>Children's Services Support Worker Level 2</p> <p>SCHADs Home Care Employee Level 1</p> <p>SCHADs Level 1</p>

<p>1A</p>	<p>Works under general supervision.</p> <p>Performs broad range of duties in performance of their work.</p> <p>Work performed is within general guidelines. Scope to exercise discretion in the application of practice and procedures within these guidelines.</p> <p>Accountable for quality and timeliness of own work.</p> <p>May assist in the development of programs or services.</p> <p>May be required to complete general documentation and records such as observations.</p> <p>May have contact with the public or other employees which involve explanations of specific procedures and practices.</p> <p>May assist in the supervision of work by an employee at the same or lower level or a volunteer.</p>	<p>May have a Certificate III</p>	<p>Early Childhood Educator</p> <p>Home Support Team Member</p> <p>Service Support Worker</p> <p>Service Support Coordinator</p>	<p>3</p>	<p>Children's Services Employee Level 3</p> <p>SCHADs Home Care Employee Level 2</p> <p>SCHADs Home Care Employee Level 3</p>
<p>1B</p>	<p>The classification description for Level 1A applies to this level. Classification at this level is by appointment only.</p> <p>An Early Childhood Educator who has completed a Diploma and who demonstrates skills and knowledge acquired beyond the competencies required for a Certificate III will be classified at this level.</p> <p>A Service Support Worker who coordinates a function within an early childhood service will be classified at this level.</p> <p>A Home Support Team Member may be classified at this level where if approved in line with the Advanced Practice Policy.</p>	<p>This is an interim level that applies to the roles specifically covered by the description.</p>	<p>Early Childhood Educator (Diploma)</p> <p>Service Support Coordinator</p> <p>Advanced Home Support Team Member</p>	<p>1</p>	<p>Children's Services Employee Level 3.4</p> <p>Children's Services Support Worker Level 3</p> <p>SCHADs Home Care Employee Level 3</p>

<p>2</p>	<p>Works under general guidance.</p> <p>Clearly defined guidelines. Established routines, methods, standards and procedures.</p> <p>Limited scope to exercise initiative in applying work practices and procedures. Can resolve procedural issues within established guidelines.</p> <p>Assistance is readily available.</p> <p>Responsible for managing their time, planning, and organising own work.</p> <p>May provide support and/or supervision to Level 1 employees or volunteers on established procedures.</p> <p>May be required to resolve minor work procedural issues within established constraints.</p> <p>May be responsible for a small function or contribute specific knowledge or skills. May assist senior employees with specific projects or activities.</p> <p>In an early learning centre, the person is recognised by licensing authorities as the person in charge of a group of children from birth to 12 years or is an authorised supervisor (as defined under applicable legislation) as is required to act in that capacity.</p>	<p>The entry point for a Diploma qualified Lead Educator is 2.1.</p> <p>The entry point for all other employees who hold a Certificate IV or diploma is Level 2.2.</p>	<p>Allied Health Assistant</p> <p>Administration Officer</p> <p>Senior Home Support Team Member</p> <p>Lead Educator</p> <p>Roster Officer</p> <p>Support Worker</p>	<p>4</p>	<p>SCHADs Level 2</p> <p>SCHADs Home Care Employee Level 4</p> <p>Children's Services Employee Level 4</p>
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<p>3</p>	<p>May hold a degree.</p> <p>Works under general direction.</p> <p>Applies established procedures, methods and guidelines.</p> <p>Contributes to interpretation of matters where there are no clear practices or guidelines.</p> <p>Problem solving of limited difficulty using knowledge, judgement, qualifications and experience.</p> <p>Assistance is available from senior employees.</p> <p>Exercise initiative in the application of established work procedures.</p> <p>May establish goals and objectives and undertake planning and coordination of activities for a work program or project.</p> <p>May be required to supervise employees at a lower level or volunteers and manage employee issues in the work area.</p> <p>May have responsibility for a function within TBS or coordinate elementary service programs.</p> <p>May deliver training.</p> <p>May undertake more complex functions such as social planning, demographic analysis, survey design, evaluation.</p> <p>May apply specialised or technical knowledge. For example, records management maintenance, systems administration, hardware and applications support, operational program delivery.</p> <p>For an Advanced Lead Educator, the employee would meet the requirements of a Level 4 Lead Educator and would be required to take on substantial additional duties relating to the development and coordination of programs, services and employees to support the operation of an early year's centre.</p>	<p>The entry point for an employee who holds a 3-year degree is 3.3.</p> <p>The entry point for an employee with a 4-year degree is 3.4.</p> <p>A graduate teacher with less than 2 years' experience will be classified at this level.</p> <p>A graduate in a classification who would otherwise be classified at Level 4 will be classified at this level.</p>	<p>Advanced Lead Educator</p> <p>Allied Health Assistant</p> <p>Behaviour Support Practitioner (Pre-registration)</p> <p>Child & Family Practitioner</p> <p>Client Support Partner</p> <p>Home Support Partner</p> <p>Senior Administration Officer</p> <p>Teacher Graduate</p>	<p>4</p>	<p>SCHADs Level 3</p> <p>SCHADs Home Care Employee Level 5</p> <p>Children's Services Employee Level 5</p> <p>Teacher Level 1</p> <p>Teacher Level 2</p>
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<p>4</p>	<p>Degree, associate diploma with relevant experience, or substantial relevant experience.</p> <p>Works under general direction.</p> <p>Application of skills and knowledge appropriate to the work, gained through qualifications and/or previous experience in area of specialisation. Applies specialist or technical knowledge.</p> <p>Contribute knowledge to establish practice and procedures in area of specialisation.</p> <p>Knowledge of legislative and statutory frameworks.</p> <p>Requires a sound knowledge of program, activity, operational policy and/or service aspects across functions or work areas.</p> <p>Exercise judgement, provide interpretation, and/or contribute critical knowledge and skills where procedures are not clearly defined. Set outcomes and further develop work methods where general work procedures are not defined.</p> <p>May contain a substantial component of supervision. May be required to supervise various functions within a work area or activities of a complex nature.</p> <p>May be required to provide specialist expertise or advice in their area of practice.</p>	<p>4-year degree with 12 months' experience.</p> <p>A teacher with a 4-year degree will be classified at this level, however the 12 months' experience will not be required.</p> <p>3-year degree with 2 years' experience.</p> <p>A teacher with more than two years but less than 7 years of experience will be classified at this level.</p> <p>A graduate in a profession who would otherwise be classified at Level 4B will be classified at this level.</p>	<p>Administration Team Leader</p> <p>Behaviour Support Practitioner (Pre-registration)</p> <p>Child & Family Practitioner</p> <p>Client Support Partner</p> <p>Child Development Specialist</p> <p>Home Support Partner</p> <p>Teacher Graduate</p>	<p>4</p>	<p>SCHADS Level 4</p> <p>Teacher Level 3</p> <p>Teacher Level 4</p> <p>Teacher Level 5</p> <p>Teacher Level 6</p>
<p>4A</p>	<p>The classification description for Level 4 applies to this level. Classification at this level is by approval in line with the Advanced Practice Policy.</p>		<p>Advanced Practitioner / Partner</p>	<p>1</p>	<p>SCHADS Level 4</p>

<p>4B</p>	<p>A health professional who is required to maintain registration and/or accreditation with an external registration body to practice, or as required by TBS.</p> <p>Required to exercise judgement on routine matters.</p> <p>May require professional supervision from senior members of the profession when performing novel, complex, or critical tasks.</p> <p>Demonstrated commitment to continuing professional development (which may be required as a condition of registration / accreditation).</p> <p>Contributes to workplace education.</p> <p>Contributes to the evaluation and analysis of guidelines, policies and procedures applicable to their professional practice / clinical work.</p>	<p>A Teacher with 10 years or more of experience will be classified at this level. Registration is not required for the purposes of classification for a teacher.</p>	<p>Behaviour Support Practitioner</p> <p>Developmental Educators</p> <p>Dietitian</p> <p>Music Therapist</p> <p>Occupational Therapist</p> <p>Psychologist</p> <p>Registered Nurse</p> <p>Speech Therapist</p> <p>Teacher</p>	<p>4</p>	<p>Health Professional Level 2</p> <p>SCHADs Level 4 (non-IBIS Behaviour Support Practitioner)</p> <p>Teacher Level 7</p> <p>Teacher Level 8</p> <p>Teacher Level 9</p> <p>Teacher Level 10</p> <p>Teacher Level 11</p> <p>Teacher Level 12</p>
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<p>5</p>	<p>Classification at this level is by appointment only.</p> <p>Works under general direction of senior employees, while exercising a degree of autonomy.</p> <p>Undertakes a range of functions requiring a high level of knowledge and skills to achieve results in line with organisational goals.</p> <p>Sets, prioritises, plans and organises own work.</p> <p>Demonstrates high level interpersonal skills to gain co-operation and coordinate services.</p> <p>Required to exercise initiative and judgement, particularly where practices and direction are not clearly defined.</p> <p>May establish organisational programs and initiatives.</p> <p>Will be required to work across work functions and may span more than one area of practice.</p> <p>May be responsible for moderately complex projects from end-to-end.</p> <p>Will be required to:</p> <ul style="list-style-type: none"> • People leadership - Lead a team to deliver established client, people, financial and resourcing objectives that contribute to organisational goals, and/or • Practice leadership - Provide expert advice in area of practice that brings together knowledge of legislative frameworks, the TBS operating environment and services, and the application of practice. 	<p>The entry level for a Team Leader is 5.3.</p> <p>An employee recognised under the Advanced Practice Policy who would otherwise be classified at Level 4B is classified at at level 5A.1 and is not entitled to progress further pay points.</p>	<p>Team Leader</p> <p>Senior Practitioner / Partner</p>	<p>3</p>	<p>SCHADs Level 5</p>
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<p>5A</p>	<p>A health professional who is required to maintain registration and/or accreditation with an external registration body to practice, or as required by TBS.</p> <p>Able to independently apply professional knowledge and judgement when performing novel, complex or critical tasks specific to their discipline.</p> <p>Required to apply high levels of specialist knowledge and skills.</p> <p>Actively contributes to professional knowledge and skills in their field demonstrated through positive impacts on service delivery, positive referral patterns and measurable improvements in health outcomes.</p> <p>May work across a number of specialities within their discipline.</p> <p>May be accountable for resource, target and budget outcomes and service delivery.</p>	<p>The entry level for a Team Leader is 5A.5.</p>	<p>Clinical Nurse Consultant</p> <p>Senior Behaviour Support Practitioner</p> <p>Senior Developmental Educators</p> <p>Senior Dietitian</p> <p>Senior Music Therapist</p> <p>Senior Occupational Therapist</p> <p>Senior Psychologist</p> <p>Senior Speech Pathologist</p> <p>Team Leader</p>	<p>5</p>	<p>Health Professional Level 3</p>
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1 These are TBS position titles that are in use at the time the agreement takes effect. They are provided to assist classification; however they should be read in conjunction with this agreement and the classification description. They do not represent an exhaustive list of position titles. Position titles may be subject to change.

75. Transitional Classification Arrangements

75.1 For the purposes of transitioning existing employees classified under other industrial instruments to the Classification Structure under this Agreement the following translations will apply.

- (a) For employees classified under The Benevolent Society Enterprise Agreement 2016-2019 at the time this agreement takes effect:

The Benevolent Society Enterprise Agreement 2016	2021 Translation
Administration Administration Assistant Level 1	Level 1.1
Administration Administrator Level 2.1	Level 2.1
Administration Administrator Level 2.2	Level 2.2
Administration Administrative Officer Level 3.1	Level 2.3
Administration Administrative Officer Level 3.2	Level 2.4
Administration Administrative Officer Level 3.3	Level 2.4
Administration Senior Administrative Officer Level 4.1	Level 3.3
Administration Senior Administrative Officer Level 4.2	Level 3.4
Administration Administration Team Leader Level 5.1	Level 4.3
Administration Administration Team Leader Level 5.2	Level 4.4
Child and Family Support Worker Level 1	Level 1.1
Child and Family Support Worker Level 2.1	Level 2.1
Child and Family Support Worker Level 2.2	Level 2.3
Child and Family Support Worker Level 2.3	Level 2.4
Child and Family Support Worker Level 3.1	Level 3.1
Child and Family Support Worker Level 3.2	Level 3.2
Child and Family Support Worker Level 3.3	Level 3.4
Child and Family Experienced Support Worker / Graduate Level 4.1	Level 3.4
Child and Family Experienced Support Worker Level 4.2	Level 3.4
Child and Family Child & Family Practitioner Level 5.1	Level 4.1
Child and Family Child & Family Practitioner Level 5.2	Level 4.2

Child and Family Child & Family Practitioner Level 5.3	Level 4.3
Child and Family Child & Family Practitioner Level 5.4	Level 4.4
Child and Family Child & Family Practitioner Level 6.1	Level 4A
Child and Family Senior Practitioner Level 7	Level 5.2
Child and Family Team Leader Level 8	Level 5.3
Early Education Support Worker Level 1.1	Level 1.1
Early Education Support Worker Level 2.1	Level 1.1
2	Level 1.2
Early Education Support Worker Level 3	Level 1.2
Early Education Support Coordinator Level 4	Level 1B
Early Education Early Childhood Educator Level 3.1	Level 1A.1
Early Education Early Childhood Educator Level 3.2	Level 1A.2
Early Education Early Childhood Educator Level 3.3	Level 1A.3
Early Education Lead Educator Level 4	Level 1B
Early Education Lead Educator Level 5.1	Level 2.1
Early Education Lead Educator Level 5.2	Level 2.1
Early Education Lead Educator Level 5.3	Level 2.3
Early Education Advanced Lead Educator Level 6.1	Level 3.1
Early Education Advanced Lead Educator Level 6.2	Level 3.2
Early Education Centre Team Leader Level 7	Level 5
Home Support Team Member Level 1	Level 1.1
Home Support Team Member Level 2.1	Level 1A.1
Home Support Team Member Level 2.2	Level 1A.2
Home Support Team Member Level 3.1	Level 1A.2
Home Support Team Member Level 3.2	Level 1A.3
Home Support Team Member Level 4.1	Level 2.1
Home Support Team Member Level 4.2	Level 2.2
Home Support Team Member Level 4.3	Level 2.3
Home Support Team Member Level 4.4	Level 2.4
Home Support Partner Level 5.1	Level 3.1
Home Support Partner Level 5.2	Level 3.2

Home Support Partner Level 5.3	Level 3.3
Home Support Partner Level 5.4	Level 3.4
Home Support Partner Level 6.1	Level 4.1
Home Support Partner Level 6.2	Level 4.2
Home Support Partner Level 6.3	Level 4.3
Home Support Partner Level 6.4	Level 4.4
Senior Home Support Partner Level 7	Level 5.2
Home Support Team Leader Level 8	Level 5.3
Teacher Level 1	Level 3.3
Teacher Level 2	Level 3.4
Teacher Level 3	Level 4.1
Teacher Level 4	Level 4.2
Teacher Level 5	Level 4.3
Teacher Level 6	Level 4.4
Teacher Level 7	Level 4.4
Teacher Level 8	Level 4.4
Teacher Level 9	Level 4.4
Teacher Level 10	Level 4B.1
Teacher Level 11	Level 4B.2
Teacher Level 12	Level 4B.3

- (i) An employee classified as an Administration Administrative Officer Level 3.3 at the time the agreement takes effect will be classified at Level 2.4 under the agreement. The rate of pay will be aligned to a Level 3.2 rate of pay for the life of the agreement. For clarity, an employee receiving a rate of pay under this transitional arrangement is not classified as a Level 3 employee and is not eligible to progress to a Level 3.3 or Level 3.4 rate of pay.
- (ii) The base rate of pay for the applicable 2021 Translation incorporates any fixed over award payment (FOA), discretionary over award (DOA) or other over Award payment that an employee is receiving as at the time the agreement takes effect. This means that any FOA or DOA that an employee was receiving at the date this Agreement takes effect ceases to apply. For clarity, an employee will not be entitled to receive a FOA or DOA in addition to the base rate of pay under this Agreement. No employee will receive a reduction in their base rate of pay as a result of the absorption of a FOA or DOA.

(iii) An employee classified as a Team Leader at the date this agreement takes effect will receive a 3% increase on their banded rate of pay. For clarity, a Team Leader receives a banded rate, and this is not treated as a FOA or DOA for the purpose of this clause.

(b) For the purposes of employees classified as a Client Support Partner

Client Support Partner	2021 Translation
Client Support Partner 5.1	Level 3.1
Client Support Partner 5.2	Level 3.2
Client Support Partner 5.3	Level 3.3
Client Support Partner 5.4	Level 3.4
Client Support Partner 6.1	Level 4.1
Client Support Partner 6.2	Level 4.2
Client Support Partner 6.3	Level 4.3
Client Support Partner 6.4	Level 4.4

(i) The base rate of pay for the applicable 2021 Translation incorporates any fixed over award payment (FOA), discretionary over award (DOA) or other over Award payment that an employee is receiving as at the time the agreement takes effect. This means that any FOA or DOA that an employee was receiving at the date this Agreement takes effect ceases to apply. For clarity, an employee will not be entitled to receive a FOA or DOA in addition to the base rate of pay under this Agreement. No employee will receive a reduction in their base rate of pay as a result of the absorption of a FOA or DOA.

(c) For the purposes of employees classified as a Behaviour Support Practitioner

Behaviour Support Practitioner	2021 Translation
IBIS Behaviour Support Practitioner 5.1	Level 3.1
IBIS Behaviour Support Practitioner 5.2	Level 3.2
IBIS Behaviour Support Practitioner 5.3	Level 3.3
IBIS Behaviour Support Practitioner 5.4	Level 3.4
IBIS Behaviour Support Practitioner 6.1	Level 4.1
IBIS Behaviour Support Practitioner 6.2	Level 4.2
IBIS Behaviour Support Practitioner 6.3	Level 4.3
IBIS Behaviour Support Practitioner 6.4	Level 4.4
Behaviour Support Practitioner Level 6.1	Level 4B.1
Behaviour Support Practitioner Level 6.2	Level 4B.2

Behaviour Support Practitioner Level 6.3	Level 4B.3
Behaviour Support Practitioner Level 6.4	Level 4B.4

(i) The base rate of pay for the applicable 2021 Translation incorporates any fixed over award payment (FOA), discretionary over award (DOA) or other over Award payment that an employee is receiving as at the time the agreement takes effect. This means that any FOA or DOA that an employee was receiving at the date this Agreement takes effect ceases to apply. For clarity, an employee will not be entitled to receive a FOA or DOA in addition to the base rate of pay under this Agreement. No employee will receive a reduction in their base rate of pay as a result of the absorption of a FOA or DOA.

(d) For the purposes of employees classified under the Health Professionals and Support Services Award

Allied Health Practitioner	2021 Translation
Health Professional Level 1.3	Level 4.1
Health Professional Level 2.1	Level 4B.1
Health Professional Level 2.2	Level 4B.2
Health Professional Level 2.3	Level 4B.3
Health Professional Level 2.4	Level 4B.4
Health Professional Level 3.1	Level 5A.1
Health Professional Level 3.2	Level 5A.2
Health Professional Level 3.3	Level 5A.3
Health Professional Level 3.4	Level 5A.4
Health Professional Level 3.5	Level 5A.5

(i) The base rate of pay for the applicable 2021 Translation incorporates any fixed over award payment (FOA), discretionary over award (DOA) or other over Award payment that an employee is receiving as at the time the agreement takes effect. This means that any FOA or DOA that an employee was receiving at the date this Agreement takes effect ceases to apply. For clarity, an employee will not be entitled to receive a FOA or DOA in addition to the base rate of pay under this Agreement. No employee will receive a reduction in their base rate of pay as a result of the absorption of a FOA or DOA.

(e) For the purposes of employees classified under the Crown Award (and its variants) at the time the agreement took effect:

Crown Award (and variants)	2021 Translation
Clerk Grade 1/2	Level 2.4
Clerks - General Scale - Step 13 - 10th year	Level 2.4
Clerk Grade 3/4	Level 3.4
Clerk Grade 5/6	Level 4.4
Clerk Grade 7/8	Level 4B.4
Clerk Grade 9/10	Level 5A.5
Dietitian Grade 1/2	Level 4B.4
Occupational Therapist Grade 1/2	Level 4B.4
Occupational Therapist Grade 3	Level 4B.4
Physiotherapist Grade 1/2	Level 4B.4
Speech Pathologist Grade 1/2	Level 4B.4
Occupational Therapist Grade 1/2	Level 4B.4
Occupational Therapist Grade 3	Level 4B.4
Physiotherapist	Level 4B.4
Physiotherapist Grade 3	Level 4B.4
Physiotherapist Grade 4	Level 4B.4
Psychologist	Level 4B.4
Speech Pathologist Grade 3 / SP3	Level 4B.4
Senior Psychologist	Level 5A.5
Senior Specialist Psychologist	Level 5A.5

- (i) An employee classified under the Crown Award at the time this Agreement takes effect will be classified as specified in this clause. However, the rate of pay attached to this classification will not apply. The base rate of pay (excluding any allowances or additional payments) which the employee received at the time this Agreement takes effect will be taken to be the base rate of pay for calculating the following pay increases for each year of the agreement:
- (A) July 2021 – 2%
 - (B) July 2022 – 2%
 - (C) July 2023 – 2%

Schedule B – Wages and allowances

Wage rates for employees other than Teachers

Level	Paypoint	Code	1/07/2021	2021 Increase *	1/07/2022	2022 Increase	1/07/2023	2023 Increase
Level 1	1	1.1	\$22.22	3.00%	\$22.88	3.00%	\$23.57	3.00%
Level 1	2	1.2	\$22.97	3.00%	\$23.66	3.00%	\$24.37	3.00%
Level 1	3	1.3	\$24.09	3.00%	\$24.81	3.00%	\$25.56	3.00%
Level 1A	1	1A.1	\$24.55	2.50%	\$25.16	2.50%	\$25.79	2.50%
Level 1A	2	1A.2	\$25.38	2.50%	\$26.01	2.50%	\$26.66	2.50%
Level 1A	3	1A.3	\$26.16	2.50%	\$26.81	2.50%	\$27.48	2.50%
Level 1B	1	1B	\$29.12	2.50%	\$29.85	2.50%	\$30.59	2.50%
Level 2	1	2.1	\$29.26	3.00%	\$30.14	3.00%	\$31.04	3.00%
Level 2	2	2.2	\$30.18	3.00%	\$31.08	3.00%	\$32.02	3.00%
Level 2	3	2.3	\$31.10	3.00%	\$32.03	3.00%	\$32.99	3.00%
Level 2	4	2.4	\$31.93	3.00%	\$32.89	3.00%	\$33.87	3.00%
Level 3	1	3.1	\$32.70	3.00%	\$33.68	3.00%	\$34.69	3.00%
Level 3	2	3.2	\$33.64	3.00%	\$34.65	3.00%	\$35.69	3.00%
Level 3	3	3.3	\$34.36	3.00%	\$35.39	3.00%	\$36.45	3.00%
Level 3	4	3.4	\$35.06	3.00%	\$36.11	3.00%	\$37.20	3.00%
Level 4	1	4.1	\$37.81	3.25%	\$39.04	3.25%	\$40.31	3.25%
Level 4	2	4.2	\$38.80	3.25%	\$40.06	3.25%	\$41.36	3.25%
Level 4	3	4.3	\$39.79	3.25%	\$41.09	3.25%	\$42.42	3.25%
Level 4	4	4.4	\$40.68	3.25%	\$42.00	3.25%	\$43.37	3.25%
Level 4A		4A	\$43.32	3.25%	\$44.73	3.25%	\$46.19	3.25%
Level 4B	1	4B.1	\$39.35	2.00%	\$40.14	2.00%	\$40.94	2.00%
Level 4B	2	4B.2	\$41.97	2.00%	\$42.81	2.00%	\$43.67	2.00%
Level 4B	3	4B.3	\$44.31	2.00%	\$45.19	2.00%	\$46.10	2.00%
Level 4B	4	4B.4	\$46.85	2.00%	\$47.79	2.00%	\$48.74	2.00%
Level 5	1	5.1	\$43.15	3.00%	\$44.44	3.00%	\$45.77	3.00%
Level 5	2	5.2	\$44.07	3.00%	\$45.40	3.00%	\$46.76	3.00%
Level 5	3	5.3	\$45.10	3.00%	\$46.46	3.00%	\$47.85	3.00%
Level 5A	1	5A.1	\$49.54	2.00%	\$50.53	2.00%	\$51.54	2.00%
Level 5A	2	5A.2	\$51.56	2.00%	\$52.59	2.00%	\$53.64	2.00%
Level 5A	3	5A.3	\$53.02	2.00%	\$54.08	2.00%	\$55.16	2.00%
Level 5A	4	5A.4	\$54.04	2.00%	\$55.12	2.00%	\$56.22	2.00%
Level 5A	5	5A.5	\$54.59	2.00%	\$55.68	2.00%	\$56.80	2.00%

The minimum rate for a Team Leader is 5.3 or 5A.5, refer to Schedule A – Classifications.

The maximum rate for a Team Leader is the annual equivalent minimum rate (the minimum rate x 1976 hours) plus \$5,000 per annum for a full-time employee (pro-rata for a part-time employee).

Wage rates for teachers

Level	Paypoint	Code	1/07/2021	2021 Increase	1/07/2022	2022 Increase	1/07/2023	2023 Increase
Level 3	3	3.3	\$34.36	3.00%	\$35.39	3.00%	\$36.45	3.00%
Level 3	4	3.4	\$35.06	3.00%	\$36.11	3.00%	\$37.20	3.00%
Level 4	1	4.1	\$37.81	3.25%	\$39.04	3.25%	\$40.31	3.25%
Level 4	2	4.2	\$38.80	3.25%	\$40.06	3.25%	\$41.36	3.25%
Level 4	3	4.3	\$39.79	3.25%	\$41.09	3.25%	\$42.42	3.25%
Level 4	4	4.4	\$40.68	3.25%	\$42.00	3.25%	\$43.37	3.25%
Level 4B	1	4B.1	\$39.35	2.00%	\$40.14	2.00%	\$40.94	2.00%
Level 4B	2	4B.2	\$41.97	2.00%	\$42.81	2.00%	\$43.67	2.00%
Level 4B	3	4B.3	\$44.31	2.00%	\$45.19	2.00%	\$46.10	2.00%
Level 4B	4	4B.4	\$46.85	2.00%	\$47.79	2.00%	\$48.74	2.00%

Teachers will automatically progress through the classifications / pay points in this table.

Progression is based on Clause 47 – Salary progression.

Allowances

Allowance	Clause	2021 rate	EA Payment type
On Call Monday to Friday	54	\$22.36	Per 24 hour period
On Call Weekend and Public Holidays	54	\$41.36	Per 24 hour period
First Aid Allowance	50	\$17.01	Per week
In Charge Allowance	55	\$26.58	Per shift
Vehicle Allowance	51	\$0.72	Per kilometre
Sleepover Allowance	39	\$54.59	Per sleepover
Community Languages Allowance	57	\$80.00	Per hour

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2021/5519

Applicant: The Benevolent Society

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Sandra Clubb, Executive Director People and Organisational Development, for The Benevolent Society give the following undertakings with respect to The Benevolent Society Enterprise Agreement 2021 ("the Agreement"):

1. I have the authority given to me by The Benevolent Society to provide this undertaking in relation to the application before the Fair Work Commission.
2. The Benevolent Society Enterprise Agreement 2021 will not apply to employees whose employment would otherwise be covered by the Aged Care Award.
3. The Benevolent Society will not, during the operation of the Agreement, employ any casual employees who are covered by the Health Professionals and Support Services Award 2020.
4. The following allowances will increase by 3% for each year of the agreement in line with the Schedule B:
 - The First Aid Allowance,
 - The On Call Allowances (Monday to Friday and Saturday, Sunday and Public Holidays), and
 - The Sleepover Allowance.

The Motor Vehicle Allowance will increase in line with any ATO increases.

5. The following will replace Clause 16.1 – Casual employment. The casual loading provision was inadvertently deleted (emphasis added to insertion):

*A casual employee is an employee engaged and paid as such by TBS. **A casual employee will receive a casual loading of 25% of the hourly rate. This loading is payable in addition to ordinary rates and the public holiday loading.***

6. Clause 27.3 will be amended to include the following subclause:

(f) The ordinary hours of work for an employee working in a Kindergarten will not exceed 10 hours for each shift.

Registered Office

The Benevolent Society
2E Wentworth Park Road, Glebe NSW 2037
T 1800 236 762 F 02 8568 7943

Postal Address

PO Box 257 Broadway NSW 2007

7. Clause 37.5 will be deleted and will have no effect. The following will replace Clause 27.4 (b) to clarify the payment of overtime where an employee has not received a 10-hour rest break (emphasis added to amendment):

*If an employee recommences work without having had 10 hours off work between **the cessation of an employee's work on any day or shift and the commencement of the employee's work on the next day or shift**, the employee will be paid at **double time** until they are released from duty for a period of 10 consecutive hours without loss of pay for ordinary time hours the employee was rostered to work during that 10 hour period. However the hours worked by the employee will still form part of the employee's ordinary hours of work.*

8. The following will replace Clause 27.4 (c) to clarify when a break between shifts can be shortened to 8 hours (emphasis added to amendment):

*Clause 27.4(a) will not apply **where the employee has worked a sleepover and** TBS and **the employee agree that the break of 10 hours can be reduced to not less than 8 hours.***

9. Clause 37 will be amended to include the following subclause:

37.6 Notwithstanding clauses 37.1 and 37.4 of the Agreement, if an employee covered by the SCHADS Award is recalled to work overtime after leaving the employer's or client's premises, they will be paid for a minimum of two hours' work at the appropriate rate for each time so recalled. If the work required is completed in less than two hours the employee will be released from duty.

10. An employee who would be otherwise covered by the Children's Services Award cannot enter into a broken shift arrangement under Clause 38.3. Consideration will only be given by TBS to this arrangement where the employee applies for the arrangement under the terms of an Individual Flexibility Arrangement under Clause 9.

11. The following will replace Clause 39.2 to clarify the length of a sleepover shift (emphasis added to amendment):

The span for a sleepover will be a continuous period of 8 hours.

12. Clause 39.6 will be taken a deleted and will have no effect. The following will replace clause 39.5 to clarify the payment of overtime for a part-time or casual employee on a sleepover:

*If **an employee** must perform work during a Sleepover, the employee will be paid for the total duration of the time worked during the Sleepover in 1 block of time in accordance with clause 43 Overtime, for the greater of:*

- *the actual period of time in which the employee works; or*
- *1 hour.*

13. Clause 42.1 will be amended to include the following subclause:

An employee recalled to work overtime after leaving the employer's or client's premises and who is required to work for more than four hours will be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours' overtime; all such time will be counted as time worked.

14. Clause 43.2 will be amended to include the following subclause:

(c) outside the span of hours provided for in clause 28.1 (for employees other than shiftworkers).

15. The following will replace clause 44.3:

If an employee does not take time off in accordance with clause 44.2(f), the accrued TOIL will revert to overtime and will be paid to the employee at the overtime rate applicable to the time worked.

16. The following will replace clause 44.5:

If an employee has an outstanding TOIL balance on termination, the balance of TOIL accrued will be paid out at the overtime rate applicable to the time worked.

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



Sandra Clubb

Executive Director People and Organisational Development

1 July 2021