

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999 - s. 698 - reprint of award*

**ENDEAVOUR FOUNDATION ENTERPRISE AWARD - STATE 2005**

Pursuant to s. 698 of the *Industrial Relations Act 1999* the Endeavour Foundation Enterprise Award State - 2005 with all amendments as at 10 December 2009, is hereby reprinted.

I hereby certify that the Award contained herein is a true and correct copy of the Endeavour Foundation Enterprise Award State - 2005 as at 10 December 2009.

Dated 10 December 2009.

G.D. Savill  
Industrial Registrar

**ENDEAVOUR FOUNDATION ENTERPRISE AWARD - STATE 2005**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Endeavour Foundation Enterprise Award State - 2005.

**1.2 Arrangement**

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Supported Employees	Schedule 6 - AWU

**1.3 Date of operation**

This Award takes effect from 6 June 2005.

**1.4 Award Coverage**

1.4.1 This Enterprise Award applies throughout the state of Queensland to all persons who are employed by Endeavour and who are engaged in the callings and classifications set out in the relevant Schedules and who are:

(a) **Residential Support Workers - Schedule 1**

Schedule 1 shall apply to Residential Support Workers (who provide support to groups of clients in a Residential environment including respite care).

Schedule 1 shall not apply to accommodation/lifestyle support workers.

(b) **Accommodation/Lifestyle Support Workers - Schedule 2**

Schedule 2 shall apply to Accommodation/Lifestyle Support Workers (who provide individualised support and lifestyle training to clients) .

Schedule 2 shall not apply to Residential Supervisors and Residential Assistants covered by Schedule 1.

(c) **ATSS Support Workers and Business Service Supervisors - Schedule 3**

Schedule 3 shall apply to employees working in Adult Training Support Services and employees working in Business Services (excluding Training & Placement Employees - Schedule 4 and Supported Business Service Employees - Schedule 6).

Adult Training and Support Services (ATSS) means a service (other than a service providing accommodation support and supported employment) of Endeavour that provides further, individually focussed service based group and individual activities (including activities that access the local community) to enhance the life-skills and quality of life of clients.

(d) **Training and Placement Employees - Schedule 4**

Schedule 4 shall apply Training and Placement employees who are employed to provide training, placement and support clients with a disability into open employment with another employer or provides training and development within the Business Service.

(e) **Retail Employees - Schedule 5**

Schedule 5 shall apply to employees who are required to work in retail stores owned by Endeavour.

(f) **Supported Employees - Schedule 6**

Schedule 6 shall only apply to employees with an intellectual disability who work in a business service.

Schedule 6 does not include any other services by Endeavour.

Schedule 6 shall not apply to employees covered by the Supported Wage Award - State 2002.

1.4.2 Parts 1 - 11 of the Enterprise Award provides for general conditions that apply to all employees, except where specifically stated otherwise. Where a condition is contained in Schedules 1 - 6 of this Enterprise Award, the condition in the clause of the Schedule will take precedence over the general conditions clauses contained in Parts 1 - 11.

1.4.3 Employees who are paid a rate equal to or above the Level 5 wage rate of Schedule 3 shall be exempted from Part 6 of the Award.

## **1.5 Parties bound**

This Award is legally binding on the employer and employees as prescribed by clause 1.4, the Unions and its members.

## **1.6 Definitions**

1.6.1 "Act" means the *Industrial Relations Act 1999* (Qld) as amended or replaced from time to time.

1.6.2 "Business Service" means an employment service which specialises in employment of people with intellectual disability.

1.6.3 "Client" means a person with an intellectual disability being supported by services provided by Endeavour.

1.6.4 "Commission" means the Queensland Industrial Relations Commission.

1.6.5 "Endeavour" means Endeavour Foundation.

1.6.6 "Unions" means The Australian Workers' Union of Employees, Queensland (**AWU**), Queensland Services Industrial Union of Employees (**QSU**) and the Shop, Distributive and Allied Employees Association (Queensland Branch) Union of Employees (**SDA**).

## **1.7 Area of operation**

This Award operates throughout Queensland.

For the purposes of this Award the following divisions and districts named herein will be:

### *1.7.1 Divisions*

Northern Division - That portion of the State along or north of a line commencing at the junction of the sea-coast with the 21st parallel of south latitude; from that latitude due west to 147 degrees of east longitude; from that longitude due south to 22 degrees 30 minutes of south latitude; from that latitude due west to the western border of the State.

Mackay Division - That portion of the State within the following boundaries: Commencing at the junction of the sea-coast with the 21st parallel of south latitude; from that latitude due west to 147 degrees of east longitude; from that longitude due south to 22 degrees of south latitude; from that latitude due east to the sea-coast; from the sea-coast northerly to the point of commencement.

Southern Division - That portion of the State not included in the Northern or Mackay Divisions.

### *1.7.2 Districts*

#### (a) Northern Division

Eastern District - That portion of the Northern Division along or east of 144 degrees 30 minutes of east longitude.

Western District - The remainder of the Northern Division.

#### (b) Southern Division

Eastern District - That portion of the Southern Division along or east of a line commencing at the junction of the southern border of the State with 150 degrees of east longitude; from that longitude due north to 25 degrees of south latitude; from that latitude due west to 147 degrees of east longitude; from that longitude due north to the boundary of the Mackay Division.

Western District - The remainder of the Southern Division.

## **PART 2 - FLEXIBILITY**

### **2.1 Enterprise flexibility**

2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.

2.1.2 The consultative processes established in an enterprise in accordance with clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be involved in such discussions.

2.1.3 Any proposed genuine agreement reached between Endeavour and employees in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

## **PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**

### **3.1 Grievance and dispute settlement procedure**

3.1.1 The objectives of this procedure are to:

- (a) promote the prompt resolution of grievances and disputes by consultation, co-operation and discussion;

(b) reduce the amount of disputation.

3.1.2 The matters to be dealt with in this procedure will include all grievances or disputes between an employee and Endeavour in respect of any industrial matter and all other matters which the parties agree to be processed under this clause. The procedure will apply to a single employee or to any number of employees.

3.1.3 The stages are as follows:

Stage 1: In the event of an employee having a grievance or dispute, the employee will in the first instance attempt to resolve the matter with the immediate supervisor (or where the grievance is with the immediate supervisor, then the next appropriate level of management), who will respond to such request, if reasonably practicable under the circumstances, within 24 hours.

Stage 2: If the grievance or dispute is not resolved in Stage 1, the employee or the employee's local Union representative may refer the matter to the next higher level of management for discussion. This discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.

Stage 3: If the grievance or dispute is still unresolved after Stage 2 discussions, the matter will be referred (preferably in writing) by the aggrieved party to the nominated manager for further discussion. The matter will, in the instance of a member of one of the Unions listed under clause 1.6.6, be reported to the State Secretary of the relevant Union and further discussions held with the nominated manager of Endeavour or Endeavour's nominated industrial representative.

Stage 4: If the grievance or dispute is still unresolved after Stage 3 discussions, the matter will be referred to the general manager for decision based on all relevant information and such decision will be advised to the relevant Union in writing.

Stage 5: If, after discussions between the parties under Stage 4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement, then notification of the existence of a dispute will be given in accordance with section 229 of the Act.

3.1.4 The procedure is to be completed in accordance with the following time-frames unless the parties agree otherwise:

(a) Stage 1 - discussion will not extend beyond 3 week days.

(b) Stage 2 - discussion will not extend beyond 4 week days.

(c) Stages 3 and 4 - discussions will not extend beyond 14 week days in total.

Whilst the above procedure is being followed, normal work will continue except in an instance of a genuine safety issue.

3.1.5 The *status quo* existing before the emergence of the grievance or dispute will continue whilst the above procedure is being followed.

3.1.6 Nothing will preclude an employee from consulting with the relevant Unions.

3.1.7 All parties will give due consideration to matters raised or suggestions or recommendations made by an Industrial Commissioner or Industrial Magistrate with a view to the prompt settlement of the dispute.

3.1.8 Any order of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.

3.1.9 Discussions at any stage of the procedure will not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it will be open to any party to give notification of a dispute pursuant to the relevant industrial relations legislation applicable from time to time.

3.1.10 The sleepover allowance will be reinstated to an employee after 14 days as a result of the employee being stood down for disciplinary process if the employee returns to work.

## **3.2 Consultation**

The parties to this Award are committed to co-operating positively to increase the efficiency, productivity and competitiveness and to enhance the career opportunities and job security of employees.

The employer, the employees and the Industrial Organisation of Employees commit themselves to establishing a consultative mechanism and procedures appropriate to the size, structure and needs of Endeavour Foundation. Matters raised by the employer, the employees or the Industrial Organisations of Employees shall be processed through that consultative mechanism and procedures in an open and honest manner, sensitive to the need of all parties and of clients of Endeavour Foundation.

## **PART 4 - A EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS**

### **4.1 Employment categories**

4.1.1 Employees covered by this Award will be advised in writing of their employment category upon appointment. Employment categories applying (other than Residential Support Workers - Schedule 1) are:

- (a) Full-time;
- (b) Part-time (as prescribed in clause 4.3);
- (c) Casual (as prescribed in clause 4.4); and
- (d) Fixed-term; either full-time or part-time (as prescribed in clause 4.5).

4.1.2 An employee, other than a casual, upon commencement may be engaged for a probationary period of up to 3 months, or such longer period as may be notified in writing by Endeavour to the employee prior to the commencement of employment.

#### *4.1.3 Location*

An employee may be required to work from a number of different workplaces as a term of their engagement.

#### *4.1.4 More than one engagement*

- (a) All employees will be employed as full-time or part-time or casual employees or a combination of part-time and casual if determined under clause 4.1.4(c) and will be paid at the relevant classification level for those positions.
- (b) At the time of engagement Endeavour will inform each employee as to the terms of their engagement and in particular whether they are full-time, part-time or casual employee. This can be varied by mutual agreement.
- (c) Part-time employees may also be engaged in a separate engagement either part-time or casual provided that such engagement satisfies the criteria in clause 4.1.4(d).
- (d) The criteria that need to be satisfied is as follows:
  - (i) subject to mutual agreement between Endeavour and employee;
  - (ii) that the work required to be performed in the separate engagement is not within the usual job description of the employee concerned;
  - (iii) does not interfere with the employee's original contract of employment;
  - (iv) not designed to avoid overtime obligations;
  - (v) that the separate engagement enables the employee to obtain additional hours and/or remuneration.
- (e) In respect to clause 4.1.4(c) above, the additional hours obtained under the separate contract of employment, will be aggregated as one period as part of the 76 hour per fortnight.

### **4.2 Full-time employment**

An employee not specifically engaged on a part-time or casual basis will be a full-time employee entitled to weekly benefits.

### **4.3 Part-time employment**

4.3.1 A part-time employee will be an employee who is engaged to work not less than 15.2 hours, not more than 70

hours per fortnight. These hours are not to be worked on more than 10 days per fortnight nor more than 10 hours per day, within the daily spread of hours prescribed in clause 6.1 for the classification of work being performed.

- 4.3.2 A part-time employee will be paid at an hourly rate for their position classification as prescribed in Schedules 1 - 6. In addition such employees will be entitled to a *pro rata* payment of allowances where appropriate.
- 4.3.3 A part-time employee will be entitled to annual leave, sick leave, long service leave, bereavement leave and public holiday entitlements, on a proportionate basis calculated on the employee's ordinary hours of work.
- 4.3.4 Subject to clause 6.1 the ordinary daily working hours will be worked continuously excluding meal breaks. The ordinary daily working hours will not be less than 2 hours nor more than 8 hours on any one day, provided that by agreement between Endeavour and an individual employee the ordinary daily working hours may be not more than 10 hours on any one day.
- 4.3.5 A part-time employee who works a minimum of 4 consecutive ordinary hours on any day will be entitled to a rest pause of 10 minutes duration without loss of pay during the first 4 hours and a further 10 minutes rest pause where 8 consecutive hours are worked on any one day. Such rest pauses will be taken at such times as will not interfere with the continuity of work where continuity in the opinion of Endeavour is necessary:

Provided that where at least 6 hours are worked continuously, such employee will be entitled to a meal break of not less than 30 minutes.

- 4.3.6 A part-time employee who works more than 8 hours (or 10 hours by agreement) on any one day or more than 38 hours in any one week will be paid overtime in accordance with clause 6.5.
- 4.3.7 Subject to the provisions contained in this clause 4.3, all other provisions of this Award relevant to full-time employees will apply to part-time employees.

#### **4.4 Casual employment**

- 4.4.1 A casual employee is an employee who is not regularly employed either as a full-time or part-time employee, and who is engaged and paid by the hour for not more than 76 ordinary hours per fortnight and who may leave Endeavour's service or be discharged at any time without notice.
- 4.4.2 A casual employee will be paid at an hourly rate equal to 123% of the appropriate ordinary hourly rate for the relevant classification, as prescribed in Schedules 1 - 6. Casual employees will be entitled to *pro rata* payment of any applicable allowances under this Award.
- 4.4.3 A casual employee will receive a minimum payment of 2 hours in respect to each engagement. A casual employee engaged as an Accommodation/Lifestyle Support Worker are entitled to a minimum 1 hour engagement.
- 4.4.4 The casual loading will not be compounded by penalties contained in this Award. Penalties will be calculated on the base rate of pay, excluding the casual loading, with the casual loading component then added to the penalty rate of pay.
- 4.4.5 A casual employee will not work more than 8 hours on any one day, provided that by agreement between Endeavour and an individual employee, the daily ordinary working hours may be not more than 10 hours on any one day. A casual employee who works more than 8 hours on any one day (or 10 hours by agreement) on any one day, or more than 76 hours in any one fortnight will be paid overtime in accordance with clause 6.5 of this Award.

#### **4.5 Fixed-term employment**

- 4.5.1 An employee may be engaged on a fixed-term contract or a specific project contract.
- 4.5.2 A fixed-term contract operates for a specific period of time, as agreed in writing between the parties prior to engagement. At the end of the specified period, the contract and the employment of the individual comes to an end.
- 4.5.3 A specific project contract operates for the duration of a specified work task, or range of tasks, as agreed between the parties prior to the agreement. Once the task(s) is completed, the contract and the employment of the individual comes to an end.

#### **4.6 Incidental and peripheral tasks**

- 4.6.1 Endeavour may direct an employee to carry out such duties as are within the limits of the employee's skills, competence and training provided that such duties are not designed to promote de-skilling.

4.6.2 Endeavour may direct an employee to carry out duties and use such equipment and tools as may be required:

Provided that the employee has been properly trained in the use of such equipment and tools.

4.6.3 The assignment of incidental or peripheral tasks to an employee or a class of employees will:

- (a) be consistent with the efficient performance of the employee's main task or functions;
- (b) be subject to the employee having skills or competence to perform the initial tasks;
- (c) be consistent with Endeavour's responsibilities to provide a safe and healthy working environment.

#### **4.7 Anti-discrimination**

4.7.1 It is the intention of the parties to this Award to prevent and eliminate discrimination, as defined by the *Anti-Discrimination Act 1991* and the Act, which includes:

- (a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade Union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of any of the above attributes;
- (b) sexual harassment; and
- (c) racial and religious vilification.

4.7.2 Accordingly, in fulfilling their obligations under the grievance and dispute settling procedure in clause 3.1 (Grievance and dispute settlement procedure), the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

4.7.3 Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

4.7.4 Nothing in this clause 4.7 (Anti-discrimination) is to be taken to affect:

- (a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;
- (b) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

#### **4.8 Termination of employment**

##### *4.8.1 Statement of employment*

Endeavour will, in the event of termination of employment, provide upon request to the employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

##### *4.8.2 Termination by Endeavour*

- (a) Endeavour may dismiss an employee only if the employee has been given the following notice:

Period of Continuous Service	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (b) In addition to the notice in clause 4.8.2(a), employees 45 years old or over and who have completed at least 2 years' continuous service with Endeavour will be entitled to an additional week's notice.
- (c) Payment in lieu of notice will be made if the appropriate notice is not given:

Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.



- (d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts Endeavour would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:
  - (i) the ordinary working hours to be worked by the employee; and
  - (ii) the amounts payable to the employee for the hours including for example all-purpose allowances, loadings and penalties; and
  - (iii) any other amounts payable under the employee's employment contract.
- (e) The period of notice in this clause will not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

#### 4.8.3 *Notice of termination by employee*

The notice of termination required to be given by an employee will be the same as that required of Endeavour, save and except that there will be no additional notice based on the age of the employee concerned. If an employee fails to give notice, Endeavour will have the right to withhold monies due to the employee with a maximum amount equal to the amount the employee would have received under clause 4.8.2.

#### 4.8.4 *Time off during notice period*

During the period of notice of termination given by Endeavour, an employee will be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. This time off will be taken at times that are convenient to the employee after consultation with Endeavour.

### **4.9 Introduction of changes**

#### 4.9.1 *Endeavour's duty to notify*

- (a) Where Endeavour decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, Endeavour will notify the employees who may be affected by the proposed changes and, where relevant, their Union or Unions.
- (b) "Significant effects" includes termination of employment, major changes in the composition, operation or size of Endeavour's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:

Provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration will be deemed not to have significant effect.

#### 4.9.2 *Endeavour's duty to consult over change*

- (a) Endeavour will consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, Endeavour intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.9.1.
- (c) For the purpose of such consultation Endeavour will provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees, provided that Endeavour will not be required to disclose confidential information, the disclosure of which would be adverse to Endeavour's interests.

### **4.10 Redundancy**

#### 4.10.1 *Consultation before terminations*

- (a) Where Endeavour decides that Endeavour no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision

may lead to termination of employment, Endeavour will consult the employee directly affected and where relevant, their Union or Unions.

- (b) The consultation will take place as soon as it is practicable after Endeavour has made a decision, which will invoke the provisions of clause 4.10.1 and will cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse affects on the employees concerned.
- (c) For the purpose of the consultation Endeavour will, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

Provided that Endeavour will not be required to disclose confidential information, the disclosure of which would be adverse to Endeavour's interests.

#### 4.10.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out in clause 4.10.1 the employee will be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.8.
- (b) Endeavour may, at Endeavour's option, make payment in lieu thereof of an amount equal to the difference between the former amounts Endeavour would have been liable to pay and the new lower amount Endeavour is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
  - (i) the ordinary working hours to be worked by the employee; and
  - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
  - (iii) any other amounts payable under the employee's employment contract.

#### 4.10.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of clause 4.10.3(a) in the Award transmitted from Endeavour (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
  - (i) the continuity of the employment of the employee will be deemed not to have been broken by reason of such transmission; and
  - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor will be deemed to be service of the employee with the transmittee.
- (b) In clause 4.10.3, "business" includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

#### 4.10.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.10.1, the employee will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee will, at the request of Endeavour, be required to produce proof of attendance at an interview or the employee will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

#### 4.10.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.10.1, Endeavour will

notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

#### 4.10.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.8.2, and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.10.1, will be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	9
More than 6 years but not more than 7 years	10
More than 7 years but not more than 8 years	11
More than 8 years but not more than 9 years	12
More than 9 years but not more than 10 years	13
More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15
More than 12 years	16

- (b) "Weeks' Pay" means the ordinary time rate of pay for the employee concerned.

Provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

#### 4.10.7 *Superannuation benefits*

Endeavour may make an application to the Commission for relief from the obligation to make severance payments in circumstances where:

- (a) Endeavour has contributed to a superannuation scheme which provides a particular benefit to an employee in a redundancy situation; and
- (b) The particular benefit to the employee is over and above any benefit the employee might obtain from any legislative scheme providing for superannuation benefits (currently the federal Superannuation Guarantee levy) or an award based superannuation scheme.

#### 4.10.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.10.1(a), may terminate such employment during the period of notice, and, if so, will be entitled to the same benefits and payments under this clause had such employee remained with Endeavour until the expiry of such notice:

Provided that in such circumstances the employee will not be entitled to payment in lieu of notice.

#### 4.10.9 *Alternative employment*

Endeavour, in a particular case, may make application to the Commission to have the general severance pay prescription amended if Endeavour obtains acceptable alternative employment for an employee.

#### 4.10.10 *Employees with less than one year's service*

Clause 4.10 will not apply to employees with less than one year's continuous service and the general obligation on Endeavours should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

#### 4.10.11 *Employees exempted*

Clause 4.10 will not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to employees engaged for a specific period or task(s); or
- (c) to casual employees.

#### 4.10.12 *Exemption where transmission of business*

- (a) The provisions of clause 4.10.6 are not applicable where a business is before or after the date of the insertion of clause 4.10 into the Award, transmitted from Endeavour (transmitter) to another Endeavour (transmittee), in any of the following circumstances:
  - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmitter, and any prior transmitter, to be continuous service of the employee with the transmittee; or
  - (ii) where the employee rejects an offer of employment with the transmittee:
    - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and
    - (B) which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.

The Commission may amend clause 4.10.13 (a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

#### 4.10.13 *Incapacity to pay*

Endeavour in a particular redundancy case may make application to the Commission to have the general severance pay prescription amended on the basis of Employer's incapacity to pay.

## **PART 5 - WAGES AND WAGE RELATED MATTERS**

### **5.1 Classification Structure**

Employees will be classified in accordance with the following classification structure, which are prescribed in the relevant Schedules.

### **5.2 Definition of classification**

Employees will be paid in accordance with the following wage structure that corresponds to the employee's relevant classification as set out in the Schedules

### **5.3 Relieving at a higher grade**

An employee who is called upon by Endeavour to perform the duties of another employee in a higher classification under this Award for five consecutive working days or more will be paid for the period for which duties are assumed at a rate of not less than the minimum rate prescribed for the higher classification.

### **5.4 Payment of wages**

Wages will be paid by Endeavour by electronic funds transfer (EFT), fortnightly, provided that where payment is made by EFT that there is reasonable geographical access to a facility which enables the employee to withdraw some or all of their wages on the usual pay day. Should public holiday/s occur during the close of the weekly or fortnightly pay period and/or on the usual pay day, payment of wages may be delayed no longer than the period of such holidays. Any alternative arrangements of paying wages will be at the discretion of Endeavour.

### **5.5 Deduction from wages**

Upon request by an employee Endeavour will pay out of money due to the employee in respect of wages, to the Union, the annual contribution or part thereof of such employee as a member of that Union. In addition subject to the agreement of the majority of employees covered by this Award as to the selection of one other possible supplier of services (eg. MBF) and subject to the written request by a particular employee in regard to that agreed supplier, the employer will pay out of money due to requesting employees the annual contribution or part thereof due to the agreed

supplier of services.

Endeavour will not be required to process more than 2 different types of payments for employees generally.

## 5.6 No reduction in wages

Employees receiving a higher rate of wages than that provided for in this Award will not be reduced in wages as a consequence of the making of this Enterprise Award.

## 5.7 Salary packaging

Where agreed between Endeavour and a full-time or part-time employee, Endeavour may introduce salary packaging in respect of wages. The terms and conditions of such packaging will not, when viewed objectively, be less favourable than the entitlements otherwise available under this Award.

## 5.8 Allowances

### 5.8.1 Divisional and District Allowances

- (a) Employees employed outside the Eastern District of the Southern Division will be paid the following amounts in addition to the wage rates prescribed Schedules 1 - 6 for the Division or District in which they are located:

	Adults Per Week	Juniors Per Week
	\$	\$
Northern Division, Eastern District	1.05	0.53
Northern Division, Western District	2.20	1.10
Mackay Division	0.90	0.45
Southern Division, Western District	1.05	0.53

These amounts are payable for all purposes of this Award.

### 5.8.2 Extra payment for week-end work (Not applicable to Residential Support Workers)

- (a) All ordinary hours worked by any employee, other than Residential Support Workers, between midnight Friday and midnight Sunday (up to and including 10 ordinary hours in any one period of work) will be paid for at the rate of ordinary time plus the additional percentage of the employee's ordinary time rate as follows:

Midnight Friday to Midnight Saturday 50%

Midnight Saturday to Midnight Sunday 75%

- (b) All time worked by an employee during the above week-end period in excess of ordinary hours in any one shift will be paid at the appropriate overtime rate in lieu of the above additional percentages.

## 5.9 Superannuation

5.9.1 For the purpose of an employee enjoying a higher contribution to their occupational superannuation fund, Endeavour and an employee may agree at the written request of the employee that the employee will sacrifice part of their wages due under this Award, provided that such sacrificed part of their wages is paid by Endeavour to the credit of the employee in an agreed complying fund and provided further that such sacrifice arrangement is in compliance with income taxation legislation.

### 5.9.2 Superannuation contribution

Endeavour will contribute to Endeavour Foundation Retirement Fund on behalf of each eligible employee, such superannuation contributions as required to comply with the *Superannuation Guarantee (Administration) Act 1992* as amended from time to time, as follows:

9% on behalf of each eligible employee.

Contributions on behalf of each eligible employee will apply from the date of the employee's commencement of employment with Endeavour notwithstanding the date the membership application was forwarded to the Fund. Such contributions will be made at least monthly.

The amount of contributions to the fund will be calculated to the nearest 10 cents, any fraction below 5 cents will be disregarded.

The fund and the amount of contributions paid in accordance with this clause 5.9.2 will be included in pay advice notices provided by Endeavour to each employee.

### 5.9.3 Definitions

- (a) "Ordinary time earnings" for the purposes of calculating the employer contribution will mean the weekly/fortnightly (as the case may be) wage earned during ordinary time in the pay period concerned as detailed in the relevant Schedules.
- (b) Shift allowances, weekend penalty rates, allowances for disabilities, reimbursement of expenses, annual leave loading, qualifications allowances, uniforms and the like will not be included in the calculation of ordinary time earnings.

### 5.9.4 Employers to participate in nominated fund

- (a) Endeavour will make application to the Employer Nominated Fund to become a participating employer in the fund and will become a participating employer upon acceptance by the trustee of the fund.
- (b) Endeavour will provide each employee who is not a member of the fund with a membership application form upon commencement of clause 5.9.4 and thereafter upon commencement of employment.
- (c) Each employee will be required to complete the membership application and Endeavour will forward the completed application to the fund by the end of the calendar month of commencement of clause or commencement of employment.

### 5.9.5 Provision for workers to make superannuation contributions to the Award fund

- (a) An employee may make contributions to the fund in addition to those made by Endeavour under clause 5.9.2.
- (b) An employee who wishes to make additional contributions must authorise Endeavour in writing to pay into the fund, from the employee's wages, a specified amount in accordance with the fund trust deed and rules.
- (c) On receiving written authorisation from an employee, Endeavour must commence making payments into the fund on behalf of the employee within 14 days of receipt of the authorisation.
- (d) An employee may vary their additional contributions by a written authorisation not more than once in each calendar year and Endeavour must alter the additional contributions within 14 days of the receipt of the authorisation:
- (e) Additional employee contributions to the fund requested under clause 5.9.5 will be expressed in whole dollars.

## **PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK**

### **6.1 Hours of work**

6.1.1 The ordinary hours of work for employees (other than casual and part-time employees) will be an average of 76 hours per fortnight to be worked over a period not exceeding 10 consecutive days in a 14 day period.

6.1.2 See relevant Schedule for spread of hours.

6.1.3 Full-time and part-time employees will be rostered to work up to 10 out of each 14 day cycle. Within each 14 day cycle an employee will be given 4 days off, of which no less than 2 whole days will be consecutive:

- (a) 2 periods comprising 2 days each; or
- (b) 3 consecutive days and one stand alone day; or
- (c) One period of 4 consecutive days.

### **6.2 Maximising available work time**

All employees will observe the nominated starting and finishing times for the work day, including designated meal breaks and rest pauses, to maximise available working time. Personal preparation for work and for travel home at the completion of work will be in the employee's time.

### **6.3 Meal breaks**

- 6.3.1 Subject to clause 4.3.5, an employee required to work at least 5 hours continuously on any day will be allowed an unpaid meal break of not less than 30 minutes at a mutually convenient time having regard to work requirements.
- 6.3.2 Subject to Endeavour and an employee agreeing to the contrary, an employee directed to work through their meal break who is not able to take a meal break within a reasonable time will be paid at the appropriate overtime rate for the period the employee would have normally taken as a meal break and will be allowed a meal break as soon as practicable.

### **6.4 Rest pauses**

- 6.4.1 Subject to clause 4.3.5, where practicable, all employees are entitled to a rest pause of 10 minutes' duration during each period of 4 hours' working time on any day.
- 6.4.2 These rest pauses are taken to be part of the employee's working time and are to be taken at times that suit the convenience of Endeavour and so as not to interfere with the continuity of operations:

Provided that where Endeavour and the employee agree, the two 10 minute rest pauses to which any employee is entitled on any day may be combined into one 20 minute rest pause on the same day at a mutually convenient time.

### **6.5 Overtime**

- 6.5.1 All work done by an employee in excess of the employee's ordinary hours of work or before the employee's designated starting time or after the employee's designated ceasing time will be deemed to be overtime and will be paid for at the rate of time and a half for the first 3 hours and at the rate of double time thereafter for all overtime work performed on any one day.
- 6.5.2 All work done on Sundays in excess of the employee's ordinary hours of work or before the employee's designated starting time or after the employee's designated ceasing time will be deemed to be overtime and will be paid for at the rate of double time for all work performed on that day.
- 6.5.3 No employee will work overtime unless instructed to do so by Endeavour.
- 6.5.4 An employee who is required to continue working for more than 1 hour after the employee's designated ceasing time will be allowed 30 minutes for a meal break after the first hour worked and will be supplied with a meal free of charge by Endeavour or paid the meal allowance of \$9.60 in lieu thereof, provided that the employee usually would have taken a meal at that time of day or night during such period.
- 6.5.5 An employee may be required to work reasonable overtime.
- 6.5.6 An employee who works so much overtime between the termination of ordinary work on one day and the commencement of work on the next day, that the employee has not had at least 10 consecutive hours off duty will, subject to clause 6.5.6, be released after completion of such overtime until the employee has had 10 consecutive hours off duty. If, on the instructions of Endeavour, the employee resumes or continues work without having had 10 consecutive hours off duty, the employee will be paid double rates until released from duty for such period and the employee will be entitled to be absent until receiving 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 6.5.7 The provisions of clause 6.5.6 will not apply in cases of shift workers who rotate from one shift to another as if 8 hours were substituted for 10 hours when overtime is worked:
- (a) for the purpose of changing shift rosters; or
  - (b) where a shift worker or continuous shift worker does not report for duty; or
  - (c) where a shift is worked by arrangement between the employees themselves or any arrangement with the employer.
- 6.5.8 The provisions of clause 6.5.7 shall not apply to Schedule 1.

### **6.6 Time off in lieu**

- (a) Notwithstanding the requirements of clause 6.5, Endeavour may by mutual agreement elect to compensate an employee for overtime worked by granting time off duty for a period equivalent to the

number of hours required to be paid as overtime, calculated in accordance with clause 6.5.

- (b) All such time off duty accumulated under this clause 6.6 will be taken within 6 weeks of it having been earned.
- (c) Where Endeavour is unable to grant such time off duty within the 6 weeks specified, such time off duty will be paid out at the next available pay period.
- (d) If an employee ceases employment, any such time off duty owed to the employee at the time of ceasing employment will be paid to the employee with their termination payment.
- (e) For the purpose of clause 6.6 (a), "equivalent" means the number of hours that are equal to the overtime rate (ie. time and a half or double time) that would have been paid.
- (f) Endeavour will maintain an appropriate record of hours accumulated and taken off duty by each employee pursuant to this clause 6.6.

## **PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

### **7.1 Annual leave**

#### *7.1.1 Entitlement*

- (a) Every employee will at the end of each completed year of service be entitled to annual leave on full pay of not less than 152 hours of leave.
- (b) In addition to 7.1.1(a) a Lifestyle/Accommodation Support Employee who is required to work on a continuous 24 hour rostered work arrangement (morning, afternoon and night) and where such rostered arrangements are worked over 7 days per week during a 12 month period, the employee shall be entitled to an additional 38 hours.
- (c) Every full-time and part-time daily Support Worker and daily Residential Assistant shall accrue annual leave at the rate of 228 hours of leave for each year of employment.

7.1.2 Such annual holiday will be exclusive of any public holiday which may occur during the period of that annual holiday and will be paid for by the employer in advance:

- (a) In the case of any and every employee in receipt immediately prior to that holiday of ordinary pay at a rate in excess of the ordinary rate payable under this Award, at the excess rate; and
- (b) In every other case, at the ordinary rate payable to the employee concerned immediately prior to that holiday under this Award.

7.1.3 If the employment of an employee who has become entitled to annual leave is terminated by the employer or the employee, and the employee has not taken the whole of that leave, the employee is presumed to have taken the leave or, as the case may be, the remainder of the leave on and from the date of the termination of the employment and the employer is to forthwith pay to the employee (in addition to all other sums due to the employee) the employee's ordinary pay for the period of leave or, as the case may be, the remainder of the leave and for all public holidays that would occur during that period.

7.1.4 If the employment of any employee is terminated before the expiration of a full year of employment, such employee will be paid, in addition to all other amounts due an amount equal to 1/12th of such employee's pay for the period of employment in all other cases calculated in accordance with clause.

#### *7.1.5 Calculation of annual leave pay*

In respect to annual leave entitlements to which clause 7.1 applies, annual holiday pay (including any proportionate payments) will be calculated as follows:

- (a) All employees - Subject to the provisions of clause 7.1.5(b), in no case will the payment by an employer to an employee be less than the sum of the following amounts:
  - (i) The employee's ordinary wage rate as prescribed by the Award for the period of the annual leave (excluding shift premiums and week-end penalty rates);
  - (ii) A further amount calculated at the rate of 17.5% of the amounts referred to in clause 7.1.5 (a)(i).
- (b) Clause 7.1.5 (a) will not apply to the following:



- (i) Any period or periods of annual leave exceeding -  
228 hours of leave in the case of daily Residential Supervisor and daily Residential Assistant; or  
190 hours of leave in the case of a Lifestyle/accommodation Support continuous shift worker; or  
152 hours of leave in the case of any other employees.
- (ii) Endeavour (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

#### *7.1.6 Accrual of annual leave*

If any of the annual leave referred to in clause 7.1 has not been taken as it falls due from time to time, such annual leave, by mutual arrangement, may be accumulated for a period not exceeding 2 years.

#### *7.1.7 Payment for annual leave*

All leave is to be paid for in advance or at another time by mutual agreement.

#### *7.1.8 When leave can be taken*

Annual leave may be taken in one or more periods by agreement between Endeavour and an employee, providing that in general no such period of leave shall be less than one week. An employee may be permitted to take several single day absences upon reasonable notice to Endeavour.

#### *7.1.9 Close down*

Endeavour may, by giving not less than one month's notice of the intention to do so, close down the business or sections thereof for one complete period or 2 separate periods for the purposes of allowing annual leave to all or the bulk of the employees in the business or section concerned. Employees not entitled to annual leave to cover all of the period of the closedown will be granted leave without pay to count as service.

#### *7.1.10 Annual leave notice*

Whenever practicable, the time of taking annual leave will be by agreement but in no case will Endeavour give less than 20 days notice of the time at which the employee is to commence annual leave.

## **7.2 Sick leave**

### *7.2.1 Entitlement*

- (a) Every employee, except casual and school based apprentices and trainees, is entitled to 76 hours sick leave for each completed year of service with Endeavour:

Provided that part-time employees accrue sick leave on a proportionate basis.

- (b) This entitlement will accrue at the rate of 7.6 hours' sick leave for each 6 weeks of employment.
- (c) Payment for sick leave will be based on the number of hours which would have been worked by the employee if the employee were not absent on sick leave.
- (d) Sick leave may be taken for a part of a day
- (e) Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.

### *7.2.2 Employee must give notice*

The payment of sick leave is subject to the employee promptly advising the employer of the employee's absence and its expected duration.

### *7.2.3 Evidence supporting a claim*

When the employee's absence is for more than 2 days the employee is required to give the employer a doctor's certificate, or other reasonably acceptable evidence about the nature and approximate duration of the illness.

### *7.2.4 Accumulative sick leave*

An employee's accumulated sick leave entitlements are preserved when:

- (a) The employee is absent from work on unpaid leave granted by the employer;
- (b) The employer or employee terminate the employee's employment and the employee is re-employed within 3 months;
- (c) The employee's employment is terminated because of illness or injury and the employee is re-employed by the same employer without having been employed in the interim.

#### *7.2.5 Continuity of service*

- (a) The continuity of service of an employee with Endeavour for sick leave accumulation purposes will be deemed not to be broken by any of the following:
  - (i) absence from work on leave granted by Endeavour;
  - (ii) the employee having been dismissed or stood down by Endeavour, or the employee having terminated employment with Endeavour, for any period not exceeding 3 months provided that the employee has been re-employed by Endeavour.
- (b) The period during which the employment of the employee with Endeavour has been interrupted or determined in any of the circumstances mentioned in clause 7.2.5(a) will not be taken into account in calculating the period of service of the employee with Endeavour.

#### *7.2.6 Pattern of sick leave absences*

Where an employee has a proven pattern of recurring absences on sick leave, Endeavour will be entitled to inform the employee that, in the event of future absences, a medical certificate pursuant to clause 7.2.3 may be required in respect to each period of sick leave taken during a period of 6 months thereafter.

### **7.3 Long service leave**

All employees covered by this Award are entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of Chapter 2, Part 3 sections 42 - 58 of the Act as amended from time to time.

### **7.4 Family leave**

The provisions of the Family Leave Award 2003 apply to and are deemed to form part of this Award.

#### **7.4.1** It is to be noted that:

- (a) part-time work can be performed by agreement in the circumstances specified in the Family Leave Award 2003;
- (b) a copy of the Family Leave Award 2003 is required to be displayed in accordance with section 697 of the Act.

#### **7.4.2** The Family Leave Award 2003 also provides for the terms and conditions of leave associated with:

- (a) Maternity leave
- (b) Parental leave
- (c) Adoption leave
- (d) Special responsibility leave for the care and support of the employee's immediate family household.

### **7.5 Bereavement leave**

#### *7.5.1 Full-time and part-time employees*

Full-time and part-time employees will, on the death of a member of their immediate family or household in Australia, be entitled to paid bereavement leave up to and including the day of the funeral of such person. Such leave will be without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary days of work. Proof of such death is to be furnished by the employee to the satisfaction of Endeavour.

### 7.5.2 Long-term casual employees

- (a) A long-term casual employee is entitled to at least 2 days' unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.
- (b) A "long-term casual employee" is a casual employee engaged by Endeavour, on a regular and systematic basis, for several periods of employment during a period of at least one year immediately before the employee seeks to access an entitlement under clause 7.5.

### 7.5.3 "Immediate family" includes:

- (a) A spouse (including a former spouse, a *de facto* spouse and a former *de facto* spouse, spouse of the same sex) of the employee; and
- (b) A child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

### 7.5.4 Unpaid leave

An employee with the consent of Endeavour, may apply for unpaid leave when a member of the employee's immediate family or household in Australia dies and the period of bereavement leave entitlement provided above is insufficient.

## 7.6 Public holidays

7.6.1 Subject to clause 7.6.7 where the majority of ordinary hours of work done by any employee is between 12 midnight and 12 midnight on:

- the 1st January;
- the 26th January;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- the 25th April (Anzac Day);
- The Birthday of the Sovereign;
- Christmas Day;
- Boxing Day; or
- any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday will be paid for at the rate of double time and a-half with a minimum of 4 hours.

### 7.6.2 Labour day

All employees covered by this Award are entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the *Holidays Act 1983*, to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day, and if any employee concerned actually works on Labour Day, such employee will be paid a full day's wage for that day and in addition, a payment for the time actually worked by the employee at one and a-half times the ordinary time rate of pay prescribed for such work with a minimum of 4 hours.

### 7.6.3 Annual show

All work done by employees in a district specified from time to time by the Minister by notification published in the *Gazette* on the day appointed under the *Holidays Act 1983*, to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town, as specified in such notification of such district will be paid for at the rate of double time and a-half with a minimum of 4 hours.

In a district in which a holiday is not appointed for an annual agricultural, horticultural or industrial show, the employee and Endeavour must agree on an ordinary working day that is to be treated as a show holiday for all purposes:

Provided that where the show period is of more than one day's duration, the employees may agree with Endeavour to

choose another day during the show period in lieu of the day so appointed, in which case the provisions of clause 7.6.3 will apply to the day so chosen.

#### *7.6.4 Double time and a-half*

All time worked on any holiday mentioned in clause 7.6.1, 7.6.2 and 7.6.3 outside the ordinary starting and ceasing times prescribed by the Award for the day of the week on which such holiday falls shall be paid for at double the rate prescribed by the Award for such time when worked outside the ordinary starting and ceasing time on an ordinary working day.

#### *7.6.5 Stand down*

Any employee, with 2 weeks or more of continuous service, whose employment has been terminated by Endeavour or who has been stood down by Endeavour during the month of December, and who is re-employed in January of the following year, will be entitled to payment at the ordinary rate payable to that employee when they were dismissed or stood down, for any one or more of the following holidays, namely, Christmas Day, Boxing Day and New Year's Day.

#### *7.6.6 Notice of requirement to work*

If it is required that any employee will work on any of the holidays provided in clause 7.6.1, 7.6.2 and 7.6.3 Endeavour will give not less than one clear day's notice of such requirements to the employee.

#### *7.6.7 Substitution*

Where there is agreement between the majority of employees in the business or section or sections involved, and Endeavour, and subject to statutory limitations, a public holiday may be substituted for another day. If such other day is worked, then payment for that day will be at the rate of double time and a-half at the employees' ordinary rate of pay.

#### *7.6.8 If no work is required by Endeavour to be performed*

All full-time employees will be entitled to be paid their ordinary rostered hours for each public holiday mentioned in clause 7.6.1, 7.6.2, 7.6.3 (Public holidays) which falls on a day regularly worked by the employees concerned irrespective of the fact that no work may be required of them by Endeavour on such day.

#### *7.6.9 Annual leave impact*

Should any public holiday occur during the period of an employee's annual leave, there will be added to the employee's annual leave an extra day for each such day so occurring.

#### *7.6.10 If rostered off*

For each of the public holidays mentioned in clause 7.6.1, 7.6.2 and 7.6.3 which falls on a full-time employee's day off such employee will be paid an additional day's wage or will be granted a day's holiday in lieu at a time to be mutually arranged between Endeavour and the employee concerned, or an extra day will be added to the employee's annual leave:

Provided that the provisions of this clause 7.6.10 (If rostered off) insofar as Easter Saturday or another public holiday falling on a weekend is concerned will not apply to any employee whose ordinary hours of work are regularly worked between Monday and Friday inclusive and who regularly has Saturday and/or Sunday off each week.

#### *7.6.11 Part-time employees*

Part-time employees will be entitled to the public holiday provisions in clauses 7.6.1, 7.6.2 and 7.6.3 provided that the part-time employee would have been ordinarily rostered to work on that day, had it not been a public holiday.

A part-time employee who is rostered to work on a day of the week on which a public holiday falls, and who is not required to work on that day, will be paid for the hours which would otherwise have been worked on that day.

Should a part-time employee be rostered regularly to work on a day on which a public holiday happens to fall and such public holiday occurs during a period of the employee's annual leave, there will be added to the employee's annual leave an extra day for each such day so occurring.

#### *7.6.12 Casual employees*

Casual employees required to work on public holidays will be paid at the rate of double time and a-half for all time worked on such days, provided they are paid a minimum of 4 hours.

#### *7.6.13 Additional annual leave option*

An employee may agree in writing with Endeavour to be compensated for an entitlement to extra payment for work performed by an entitlement to additional annual leave on full pay at the appropriate rate.

## **7.7 Ceremonial leave**

7.7.1 An employee who is legitimately required by Aboriginal or Torres Strait Islander tradition to be absent from work for Aboriginal or Islander ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year.

7.7.2 These days may include but will not be limited to tombstone openings, smoking of houses, initiation ceremonies, National Aborigines and Torres Strait Islander's Observance Day, Coming of the Light, or to attend other such ceremonies deemed by the elders to be significant.

## **7.8 Special leave**

7.8.1 Subject to the prior approval of the Service Manager or Section Manager, special leave for a period not exceeding one week may be granted to an employee, with or without pay, in accordance with the policies of Endeavour.

7.8.2 Requests for special leave for periods exceeding one week will be referred to the nominated Manager for approval at the discretion of the General Manager.

## **PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK**

No provisions inserted in this Award relevant to this part.

## **PART 9 - TRAINING AND RELATED MATTERS**

### **9.1 Training and Education**

- (a) The parties to this Award are jointly committed to the undertaking of appropriate training for all employees working under the Award to enhance and develop work skills of employees.
- (b) Training will be undertaken in accordance with the following conditions:
  - (i) relevant training, as determined by Endeavour, is required to be undertaken either on or off the job. Endeavour will, where possible, provide employees with access to accredited training as appropriate.
  - (ii) where training is undertaken during ordinary work hours, the employee will not suffer any loss of pay.
  - (iii) employees will be entitled to attend approved training programs and may have time away from work without loss of pay to attend conferences, seminars or short term courses or training deemed by Endeavour to be appropriate to the employee's employment.

## **PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES**

No provisions inserted in this Award relevant to this part.

## **PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS**

### **Preamble**

Clauses 11.1 and 11.2 replicate legislative provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to sections 366, 372 and 373 of the Act as amended from time to time.

### **11.1 Right of entry**

- (a) An "authorised industrial officer" is any Union official holding a current authority issued by the Industrial Registrar.
- (b) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the Union.

#### *11.1.1 Entry procedure*

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:
  - (i) the authorised industrial officer alerts the employer or other person in charge of the workplace to their presence; and
  - (ii) shows their authorisation upon request.
- (b) Clause 11.1.2(a)(i) does not apply if the authorised industrial officer establishes that the employer or other person in charge is absent.
- (c) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
- (d) If the authorised industrial officer intentionally disregards a condition of clause 11.1.2 the authorised industrial officer may be treated as a trespasser.

#### 11.1.2 *Inspection of records*

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
  - (i) is ineligible to become a member of the Union; or
  - (ii) is a party to a QWA or ancillary document, unless the employee has given written consent for the records to be inspected; or
  - (iii) has made a written request to Endeavour that the employee does not want that employee's record inspected.
- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from Endeavour.
- (d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

#### 11.1.3 *Discussions with employees*

An authorised industrial officer is entitled to discuss with Endeavour, or a member or employee eligible to become a member of the Union:

- (a) matters under the Act during working or non-working time; and
- (b) any other matter with a member or employee eligible to become a member of the Union, during non-working time.

#### 11.1.4 *Conduct*

An authorised industrial officer must not unreasonably interfere with the performance of work in exercising a right of entry.

### **11.2 Time and wages record**

11.2.1 Endeavour must keep, at the place of work in Queensland, a time and wages record that contains the following particulars for each pay period for each employee, including apprentices and trainees:

- (a) the employee's Award classification;
- (b) Endeavour's full name;
- (c) the name of the Award under which the employee is working;
- (d) the number of hours worked by the employee during each day and week, the times at which the employee started and stopped work, and details of work breaks including meal breaks;

- (e) a weekly, daily or hourly wage rate - details of the wage rate for each week, day, or hour at which the employee is paid;
- (f) the gross and net wages paid to the employee;
- (g) details of any deductions made from the wages; and
- (h) contributions made by Endeavour to a superannuation fund

11.2.2 *The time and wages record must also contain:*

- (a) the employee's full name and address;
- (b) the employee's date of birth;
- (c) details of sick leave credited or approved, and sick leave payments to the employee;
- (d) the date when the employee became an employee of Endeavour;
- (e) if appropriate, the date when the employee ceased employment with Endeavour; and
- (f) if a casual employee's entitlement to long service leave is worked out under section 47 of the Act - the total hours, other than overtime, worked by the employee since the start of the period to which the entitlement relates, worked out to and including 30 June in each year.

11.2.3 *Endeavour must keep the record for 6 years.*

11.2.4 Such records will be open to inspection during Endeavour's business hours by an inspector of the Department of Industrial Relations, in accordance with section 371 of the Act; or an authorised industrial officer in accordance with sections 372 and 373 of the Act.

### **11.3 Trade Union training leave (T.U.T.L.)**

11.3.1 Upon application to the employer by the accredited employee representative which is endorsed by the relevant Industrial Organisation and on giving at least one month's notice, such employee shall be granted up to 5 working days leave (non-cumulative) on ordinary pay each calendar year to attend courses and seminars conducted by the Unions:

Provided that an employee who has so applied for such leave has at least twelve months service with a current employer prior to T.U.T.L. being granted.

11.3.2 The granting of such leave shall be subject to the convenience of the employer and will not unduly affect the operations of the employer.

11.3.3 The scope, content and level of the course shall be such as to contribute to a better understanding of industrial relations within the employer's operations.

11.3.4 The employer may make spot checks from time to time of those employees who have been released on T.U.T.L. to satisfy the employer that such employees actually attend such T.U.T.L.

11.3.5 Such paid leave will not affect other leave granted to employees under this Award.

11.3.6 Clause 11.3 shall not apply to services where fewer than 15 employees are covered by this Award.

### **11.4 Award posting**

A true copy of this Award will be exhibited in a conspicuous and convenient place on the premises of Endeavour so as to be easily read by employees.

### **11.5 Jury service**

A weekly or part-time employee required to attend for jury service during their ordinary hours of work will be reimbursed by Endeavour an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wages they would have received in respect of their ordinary time they would have worked had they not been on jury service.

An employee will notify Endeavour as soon as possible of the date upon which they are required to attend for jury service. Further the employee will give Endeavour documentary proof of their attendance, the duration of such

attendance and the amount received in respect to such jury service.

## **SCHEDULE 1 - RESIDENTIAL SUPPORT WORKERS**

### **DEFINITIONS FOR SCHEDULE 1**

- 1.1 "Area Manager" means a senior manager of Endeavour with responsibility for a geographic area of Endeavour's services or businesses.
- 1.2 "Day" means when referred to in this Award or Schedule 1 in connection with Residential Supervisor and Resident Assistant engaged on a daily basis - the period of 24 hours from commencement time on a any particular day; and
- 1.3 "Residential" means a dwelling:
  - (a) owned and/or operated by Endeavour; and
  - (b) which is used, or able to be used, as a group home or group temporary respite home by the Clients of Endeavour; but does not include a dwelling that is privately owned and/or occupied by individual Clients of Endeavour.
- 1.4 "Residential Assistant" means an employee who provides care and assistance to Clients who live in a Residential and who may be required, as part of their usual duties, to sleep-over at the Residential.
- 1.5 "Residential Manager" means an employee who coordinates the operation of one or more Residential dwellings in such a way that promotes the efficiency and cost effectiveness of the individual dwelling or the group of dwellings.
- 1.6 "Residential Supervisor" means an employee who performs the duties of a Residential Assistant and, in addition, the Supervisor also has responsibility for administrative and managerial tasks in relation to the operation of the Residential.
- 1.7 "Senior Residential Supervisor" means an employee who performs the duties of a Residential Supervisor and, in addition, has extra responsibility and duties in relation to the management of the Residential. Except where expressly differentiated, all references to terms and conditions applicable to a Residential Supervisor will also apply to a Senior Residential Supervisor.
- 1.8 "Senior/Service Development Manager" means a manager of Endeavour with responsibility for the operational management of Endeavour's services (including Residentials) in a geographic area

### **2.0 Part-Time Employment**

2.1.1 Part-time employees will be engaged on the following terms:

- (a) A part-time employee may be either:
  - (i) an "hourly" part-time employee - who is engaged to work on predetermined days for a regular number of hours, being not less than 15.2, nor more than 70 hours per fortnight. Such hours to be worked on not more than 10 days per fortnight or more than 7.6 hours per day within the daily spread of hours prescribed in clause 6.1 of this Schedule 1 for the classification of work being performed; or
  - (ii) A Residential Supervisor or Residential Assistant may be engaged as a "daily" part-time employee - who is engaged to work on a predetermined number of days, being not less than 2 days nor more than 7 days per fortnight. Such work to be performed within the cycle of ordinary hours prescribed in clause 6.1.1 of this Schedule 1 for the classification of work being performed.
- (b) Except as provided in this clause, all conditions applicable to permanent full-time employees apply on a pro-rata basis to part-time employees in accordance with the ordinary hours or days the employee actually works.
- (c) The usual times of work for a part-time employee may be altered by Endeavour giving 14 days written notice or by mutual agreement.
- (d) A part-time employee will generally work the hours or days prescribed in their contract of employment; provided that by Endeavour giving 14 days written notice or by mutual agreement between Endeavour and the employee, the employee's hours or days of ordinary duty may be temporarily varied up to a maximum of 76 hours or 8 days per fortnight, respectively. Such additional hours or days will be paid at



the ordinary hourly or daily rate. Any additional hours or days temporarily worked by a part-time employee will not affect their status as a part-time employee but will be taken into account in the *pro-rata* calculation of entitlements.

- (e) Any permanent reduction by Endeavour in the number of hours or days worked by a part-time employee may only be made in accordance with clause 4.8 of the Award.
- (f) A part-time employee who works in excess of the hours prescribed in sub-clause (a) above for the classification of work being performed will be entitled to:
  - (i) for hourly part-time employees - overtime in accordance with clause 6.5 of Schedule 1; or
  - (ii) for daily part-time employees - additional leave in accordance with clause 6.1.7 of Schedule 1.

2.1.2 A part-time employee will be paid as follows:

- (a) for hourly part-time employees - an hourly rate (specified in the relevant column in the wages table at clause 4.1 of Schedule 1 ascertained by dividing the appropriate fortnightly minimum rate for full-time employees of the same classification by 76:
  - (i) for daily part-time employees - a daily rate (specified in the relevant column in the wages table at clause 4.1 (Wage Rates) of Schedule 1 ascertained by dividing the appropriate fortnightly minimum rate for full-time employees of the same classification by 8.

## **2.2 Casual Employment**

2.2.1 Casual employees will be engaged on the following terms:

- (a) A casual employee means an employee who is engaged by the hour and who is employed for not more than 76 hours per fortnight and who may leave Endeavour's service or be discharged at any time without notice.
- (b) A casual employee who works in excess of:
  - (i) the ordinary hours prescribed in clause 6.1 of Schedule 1 for the classification of work being performed; or
  - (ii) 76 hours per fortnightwill be entitled to overtime in accordance with clause 6.5.
- (c) The hourly rate of pay for casual employees will be as specified in the relevant column in the wages table at clause 4.1 of Schedule 1, which is ascertained by dividing the appropriate fortnightly minimum rate for full-time employees of the same classification by 76 and adding a loading of 23%.
- (d) A casual employee shall receive a loading to 23%.
- (e) A casual employee will be engaged for a minimum period of 2 hours or receive a minimum payment of 2 hours per engagement. Each casual engagement will stand alone.

## **3.0 Classification Structure**

Employees will be classified in accordance with the following classification structure.

### **3.1 Definition of classifications**

#### **3.1.1 SUPPORT STREAM LEVEL 1**

##### **(a) General Description**

Shall be non-supervisory Support Stream Level 1 employee (as defined) who is accountable for their own work, using some discretion, works under general supervision (as defined) of employees at higher levels.

May work individually or in a team environment and may have limited interaction with clients (as defined).

##### **(b) Indicative Tasks**

Indicative of the tasks an employee at this level is required to perform are:

- domestic duties such as cleaning, laundering, washing, tea making and cooking;
- gardening or ground maintenance including mowing, weeding, pruning and planting;
- basic maintenance including workshop cleaning and cleaning and care of residences;
- routine and general production and assembly tasks including wrapping, folding, stamping, labelling, counting, inserting, sorting, cutting, gluing, palletising as well as picking and packing to order;
- customer liaison.

### **3.1.2 SUPPORT STREAM LEVEL 2**

#### **(a) General Description**

An employee at this level is required to perform work above and beyond the skills of a Level 1 employee to their level of training and is competent to perform work within the scope of this level.

At this level an employee may:

- undertake a range of activities requiring the application of skills and knowledge at a higher level than Level 1 employees;
- be subject to direct supervision (as defined) and may work individually or in a team environment;
- perform work that is performed within established routines, methods, standards and procedures, and which may involve machinery;
- use hand trolleys and pallet trucks;
- undertake cleaning, labouring, labelling, collating and undercoat painting;
- have limited scope to exercise initiative but uses limited discretion in applying work practices and procedures;
- be accountable for their own work within the scope of this level;
- have an understanding of quality control measures and practices;
- understand and practise correct use of personal protective equipment;
- be required to assist employees at higher classification levels with specific projects;
- understand and use a limited range of non-verbal communication;
- have an understanding of work procedures relevant to their work area and may provide assistance to employers at lower classification levels concerning established procedures to meet the objective of a minor function;
- be required to resolve minor work procedural issues in the relevant work area within established workplace constraints, and to the employee's level of skill and training;
- have access to staff at a higher level;
- undertakes simple training assignments of clients (as defined) under supervision;
- driving a public passenger vehicle licensed to carry more than 12 passengers;
- maintain daily records as a result of activities at this level.

### **3.1.3 SUPPORT STREAM LEVEL 3**

#### **(a) General description**

An employee at this level is required to perform work above and beyond the skills of a Level 2 employee and to their level of training, and is competent to perform the work within the scope of this level including an employee who holds a relevant certificate level qualification, including (a) trade certificate or (b) trades right certificate or equivalent thereto.

Provided that an employee who is not required to interact with clients (as defined) shall not progress beyond increment Level 3, Paypoint 1 hereof:

At this level an employee may:

- supervise employees at lower classification levels;
- work under general supervision (as defined) and will use discretion within the scope of this level working individually or in a team environment;
- undertake work that may be non-routine in nature and be subject to pre-set objectives for work assignments;
- be involved in complex assembly work;
- be involved in cutting (eg. docking timber stakes), painting or timber (e.g. pointing pegs);

- without limiting the generality thereof, supervises employees classified at lower classification levels and their clients (as defined) including, checking progress and co-ordinating workflow;
- be accountable for their own work and the work of others;
- use initiative, discretion and judgement in planning and organising work and techniques for own work and that of employees at lower classification levels and clients (as defined);
- understand and use a limited range of non-verbal communication.

### **3.1.4 SUPPORT STREAM LEVEL 4**

#### **(a) Characteristics of the level**

A person employed as Support Stream Level 4 shall work under general direction in the application of procedures, methods and guidelines which are well established. They would have obtained organisation or industry specific knowledge sufficient for them to give advice and/or information to the organisation and clients in relation to specific areas of their responsibility.

General features of this level involve solving problems of limited difficulty using knowledge, judgement and work organisational skills acquired through qualifications and/or previous work experience. Assistance is available from senior employees. Employees may receive instruction on the broader aspects of the work. In addition, employees may provide assistance to lower classified employees.

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

At this level, employees may be required to supervise lower classified staff or volunteers in their day to day work. Employees with supervisory responsibilities may undertake some complex operational work and may undertake planning and co-ordination of activities within a clearly defined area of the organisation. Such Employees may be responsible for the delivery of goods and dispatch duties. Employees will be responsible for managing and planning their own work.

Employees will be responsible for managing and planning their own work and that of subordinate staff or volunteers and may be required to deal with formal disciplinary issues within the work area.

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

#### **(b) Responsibilities**

To contribute to the operational objectives of the workplace, a position at this level may include some of the following inputs or those of a similar value:

1. Undertake responsibility for various activities in a specialised area;
2. Exercise responsibility for a function within the organisation;
3. Allow the scope for exercising initiative in the application of established work procedures;
4. Assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of such an employee within the workplace;
5. Provide secretarial and/or administrative support requiring a high degree of judgement, initiative, confidentiality and sensitivity in the performance of work;
6. Assist with or provide a range of records management services, however the responsibility for the records management service would not rest with the employee;
7. Proficient in the operation of the computer to enable modification and/or correction of computer software systems or packages and/or identification problems. This level could include systems administrators in small to medium sized organisations whose responsibility includes the security/integrity of the system;
8. Apply computing programming knowledge and skills in systems development, maintenance and implementation under direction of a senior employee;
9. Supervise a limited number of lower classified employees or volunteers;

10. Allow the scope for exercising initiative in the application of established work procedures;
11. Deliver single stream training programmes;
12. Co-ordinate elementary service programmes;
13. Provide assistance to senior employees;
14. Where prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
  - a. Undertake some minor phase of a broad or more complex assignment;
  - b. Perform duties of a specialised nature;
  - c. Provide a range of information services;
  - d. Plan and co-ordinate elementary community-based projects or programmes;
  - e. Perform moderately complex functions including social planning, demographic analysis, survey design and analysis.

**(c) Requirements of the job**

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

**(i) Skills, knowledge, experience, qualifications and/or training**

1. Thorough knowledge of work activities performed within the organisation;
2. Sound knowledge of procedural methods of the organisation;
3. May utilise professional or specialised knowledge;
4. Working knowledge of guidelines or statutory requirements relevant to the organisation;
5. Ability to apply computing concepts;
6. The prerequisite for entry to this level would be:
  - (A) Entry level three year degree;
  - (B) Entry level four year degree;
  - (C) OR Associate Diploma with experience;
  - (D) OR Advanced Certificate in Community Services with experience or its equivalent;
  - (E) OR attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required.

**(ii) Organisational relationships**

1. Works under general supervision;
2. Operate as a member of a team;
3. Supervision of other employees.

**(iii) Extent of authority**

1. Receive instructions on the broader aspects of the work;
2. Freedom to act within defined established practices - that is, freedom to arrange work in a manner the employee feels most comfortable with provided there is no change to defined established work practices;

3. May set outcomes or objectives for specific projects;
4. Problems can usually be solved by reference to procedures, documented methods and instructions. Assistance is available when problems occur.

#### 4.0 Wage Rates

4.1 The minimum rates of wages for full-time employees will be:

##### Level 1 (Trainees)

	<b>Casual Hourly Rate</b>	<b>Hourly Rate</b>	<b>Fortnightly Rate</b>
Paypoint 1	\$18.9323	\$15.3921	\$1,169.80

##### Level 2 (Residential Assistant)

	<b>Casual Hourly Rate</b>	<b>Hourly Rate</b>	<b>Daily Rate (excludes allowances)</b>	<b>Fortnightly Rate (excludes allowances)</b>	<b>Week-end Flexibility Allowance (per day)</b>
Paypoint 1	\$20.2821	\$16.4895	\$156.65	\$1,253.20	\$16.4895
Paypoint 2	\$20.6867	\$16.8184	\$159.78	\$1,278.20	\$16.8184
Paypoint 3	\$21.0945	\$17.1500	\$162.93	\$1,303.40	\$17.1500

##### Level 3 (Residential Supervisor)

	<b>Casual Hourly Rate</b>	<b>Hourly Rate</b>	<b>Daily Rate (excludes allowances)</b>	<b>Fortnightly Rate (excludes allowances)</b>	<b>Week-end Flexibility Allowance (per day)</b>
Paypoint 1	\$21.4276	\$17.4208	\$165.50	\$1,323.98	\$17.4208
Paypoint 2	\$22.1042	\$17.9709	\$170.72	\$1,365.79	\$17.9709
Paypoint 3	\$22.7772	\$18.5180	\$175.92	\$1,407.37	\$18.5180

##### Level 4 (Senior Residential Supervisor/Residential Manager)

	<b>Casual Hourly Rate</b>	<b>Hourly Rate</b>	<b>Daily Rate (excludes allowances)</b>	<b>Fortnightly Rate (excludes allowances)</b>	<b>Week-end Flexibility Allowance (per day)</b>
Paypoint 1	\$23.4428	\$19.0592	\$181.06	\$1,448.50	\$19.0592
Paypoint 2	\$24.1209	\$19.6105	\$186.30	\$1,490.40	\$19.6105
Paypoint 3	\$24.7974	\$20.1605	\$191.53	\$1,532.20	\$20.1605
Paypoint 4	\$25.4739	\$20.7105	\$196.75	\$1,574.00	\$20.7105

NOTE: The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2009 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

#### 4.2 Progression between levels

4.2.1 Progression for Trainees to Paypoint 1 of the Residential Assistant level will not be before a minimum of 3 months or 456 hours service has been performed, but will not exceed a maximum of 6 months or 912 hours service. This period is to ensure that training outcomes are consolidated and that the Trainee has been given opportunity to demonstrate on the job skills and competencies.

4.2.2 For employees other than Trainees, progression from one level to the next will be dependent upon appointment.

4.2.3 Progression within levels:

- (a) An employee will not move from one paypoint to the next paypoint until the employee has worked 1976 hours or 2 years, whichever is the lesser.
- (b) Notwithstanding anything contained above, no employee will be entitled to receive wage level movement

if, after undergoing counselling regarding their work performance, it was deemed by Endeavour that they had not reached a satisfactory performance level.

## **5.0 Sleep-over allowance**

- 5.1.1 Where an employee, including a casual employee, is required by Endeavour to perform a sleep-over for a period not exceeding 8 hours, and during this period may attend to any Client requirements, a sleep-over allowance of \$41.52 per night spent sleeping-over will be paid.
- 5.1.2 Accommodation for sleeping and all meals for the duration of the sleep-over will be provided to employees free of charge. Employees are also entitled to make use of Residential facilities such as the laundry, TV and electrical equipment.
- 5.1.3 Wherever possible, additional ordinary hours of work will be worked by the employee either before or after the sleepover and, in the case of casual employees, ordinary hours equivalent to the minimum engagement for casual employees as specified in clause 2.2 of Schedule 1 must be worked or paid to the employee either before or after the sleepover.
- 5.1.4 Time spent sleeping-over is not to be counted for the purposes of calculating an employee's average hours of work.

## **6.0 HOURS OF WORK, OVERTIME AND BREAKS**

### **6.1 Residential supervisor and residential assistant (daily basis)**

- 6.1.1 Residential Supervisors and Residential Assistants will work an average of 76 hours per fortnight to be worked on the following basis:
- (a) maximum of 8 working days out of any 14 days;
  - (b) flexible daily hours to be worked within a maximum spread of 16 hours in accordance with the other provisions of this clause 6.1.1 and the provisions of clause 9 of Schedule 1.
- 6.1.2 The ordinary hours of work may include providing care and assistance to Clients throughout each day at work, as and when necessary. The daily hours of work must, therefore, be flexible and an employee may on a particular day be required to work more or less than average daily hours depending on client needs. Residential Supervisors and Residential Assistants may be required to sleep-over at the Residential on each or any of the days at work. Sleep-overs will be remunerated in accordance with clause 5 of Schedule 1 and will not count for the purposes of calculating an employee's average hours of work.
- 6.1.3 In order to provide maximum flexibility, rosters will be developed at each Residential to take into account, wherever possible, individual circumstances and to ensure that there is an equitable distribution between daily full-time and daily part-time employees of work performed outside standard hours.
- 6.1.4 *Four hour free of duty period*
- (a) A Residential Supervisor or Residential Assistant is entitled to:  
  
Mondays to Fridays - a guaranteed minimum 4 hour break and, subject to work requirements, the ability to take periods off duty in excess of 4 hours during each working day, subject to the following conditions:
    - (i) It is acknowledged by the parties that there may be unavoidable occasions when an employee is unable to be free of duty and must remain at the workplace, for whatever reason. Where such a circumstance arises, the employee must first inform Endeavour, who will ensure that all reasonable efforts are made to provide relief for the employee to take their break.
    - (ii) In circumstances where Endeavour, having been notified in advance by the employee of the necessity to work through the break and having been unable to provide relief, requires the employee to work through the break, the employee will be able to elect to be paid for the minimum 4 hours at their ordinary hourly rate or take equivalent additional leave as provided for in clause 6.1.7 of Schedule 1:  
  
Provided that each employee agrees to make themselves available to work through their break for no extra remuneration in emergency circumstances or on unavoidable occasions on a maximum of 10 days per annum.
- 6.1.5 Saturdays and Sundays - subject to work requirements, employees may take breaks or periods off duty as are able to be taken in the circumstances, although relief staff will not be provided. Where circumstances allow,

employees can negotiate at the individual Residential level to allow alternate breaks or any combination which equally distributes any free of duty time which may be available.

#### 6.1.6 *Weekend flexibility allowance*

- (a) Endeavour encourages all employees to make full use of breaks and periods off duty to work only the minimum hours necessary. However, Endeavour acknowledges that during the weekends, it can be difficult for employees to access these breaks and off duty periods due to client needs or administrative requirements.
- (b) In recognition of such extra work performed by employees during the week-ends, a week-end flexibility allowance in the amount specified in the relevant column in clause 4.1 of Schedule 1 will be paid to each employee for each day's work performed on Saturdays or Sundays. This payment will be made irrespective of whether breaks or off duty periods are taken on a particular day. This payment will not count for the purposes of calculating an employee's average hours of work.

#### 6.1.7 *Additional leave*

- (a) A Residential Supervisor or Residential Assistant will be entitled to additional leave on full pay, equivalent to the number of hours worked, where required by Endeavour to work during the Four Hour Free of Duty Period or on the employee's rostered days off.
- (b) If the employee is required by Endeavour to work during the Four Hour Free of Duty Period, or on a rostered day off, which falls on a public holiday as specified in clause 7.6 of this Award, then the employee will be entitled to additional leave on full pay equivalent to the number of hours payable at the rates specified in that clause.
- (c) To qualify for such leave, employees must notify Endeavour of the number of extra hours worked within 2 weeks of it having been worked. All leave must be applied for and taken within 6 weeks of it having been earned. Endeavour may require an employee, by giving 7 days notice, to take part or all of such leave which has accrued. If the inability of the employee to take the leave during the required period is caused by Endeavour not allowing the time off, then the accrued leave will be paid out at the end of the period at ordinary rates. No employee will be required to take leave during free of duty periods.

### **6.2 Trainee, residential supervisor & residential assistant - hourly basis**

The ordinary hours of work will be an average 76 hours per fortnight, to be worked within a spread of 14 hours from commencing time on each of any 10 out of 14 days each fortnight. Residential Supervisors and Residential Assistants may be required to sleep-over at the Residential on each or any of the days at work. Sleep-overs will be remunerated in accordance with clause 5 of Schedule 1 and will not count for the purposes of calculating an employee's average hours of work.

### **6.3 Residential manager**

- 6.3.1 The ordinary hours of work will be an average 76 hours per fortnight, to be worked within a daily spread of 14 hours from commencing time on a maximum of 5 days in any 7 days, Monday to Friday inclusive.
- 6.3.2 The spread of hours stated may be varied by mutual agreement, in consultation with the AWU or the QSU to suit the contingencies of the positions involved.
- 6.3.3 Employee's days off will be taken in at least one block of at least 2 consecutive days.

### **6.4 Overtime**

The provisions of clause 6.5 of this Award do not apply to daily full-time or daily part-time Residential Supervisors or Residential Assistants. In lieu of those provisions, the provisions of clause 6.1.7 of Schedule 1 apply to daily full-time or daily part-time Residential Supervisors or Residential Assistants.

### **6.5 Meal breaks**

- 6.5.1 Any employee required to work at least 5 hours continuously on any day will be allowed an unpaid meal break of not less than 30 minutes at a convenient time having regard to work requirements.
- 6.5.2 Where an employee in a Residential is working on duty at a time when a meal is being taken by Clients at the Residential, the employee is entitled to partake of that meal.

## **7.0 MISCELLANEOUS PROVISIONS**

## **7.1 Provision of food and overnight accommodation**

Support workers in a Residential will be provided with food and/or overnight accommodation whilst they are rostered on to work and/or sleep-over. Such facilities are not available to any person who is not a staff member or who is not rostered on to work, except in the circumstances of a married or de facto couple where one or both are required to sleep-over.

## **8.0 Job Sharing**

- 8.1 Proposals for job sharing of selected roles within Endeavour will be considered provided that the proposal is based on, and remains, a no additional cost option to Endeavour.
- 8.2 Employees wishing to job share will submit a formal request to the Area Manager. The formal request must contain a proposal for how the particular job share will work, including details of the division of working time, and the name and resume of the person(s) with whom the sharing is proposed to be done.
- 8.3 Job sharing will only be approved if the person(s) is/are satisfactory to Endeavour, of equal or greater skills or abilities than the original staff member, and the continuity of support for Clients is not affected.

## **9.0 Training and education**

- 9.1 This clause is to be read in conjunction with clause 9.1 of this Award.
- 9.2 Training may be undertaken, for no additional remuneration, during an employee's Four Hour Free of Duty Period (or part thereof) on a maximum number of 16 occasions per annum. Any training conducted during an employee's Four Hour Free of Duty Period, in excess of the maximum of 16 occasions per annum, will entitle the employee to Additional Leave on full pay in accordance with clause 6.1.7 of Schedule 1.
- 9.3 Any training during an employee's rostered days off will entitle the employee to Additional Leave on full pay in accordance with clause 6.1.7 of Schedule 1.

## **SCHEDULE 2 - ACCOMODATION/LIFESTYLE SUPPORT WORKERS**

### **1.1 DEFINITIONS FOR SCHEDULE 2**

"Accommodation/Lifestyle Support Worker" shall mean an employee who undertakes to provide lifestyle support and development for people with disabilities.

### **2.1 Classifications Structure**

2.1.1 Employees will be classified in accordance with the classification structure .

#### **(a) General description**

An employee at this level is required to perform work above and beyond the skills of a Level 2 employee and to their level of training, and is competent to perform the work within the scope of this level including an employee who holds a relevant certificate level qualification, including (a) trade certificate or (b) trades right certificate or equivalent thereto;

Provided that an employee who is not required to interact with clients (as defined) shall not progress beyond increment Level 3, Paypoint 1 hereof:

At this level an employee may:

- supervise employees at lower classification levels;
- work under general supervision (as defined) and will use discretion within the scope of this level working individually or in a team environment;
- undertake work that may be non-routine in nature and be subject to pre-set objectives for work assignments;
- without limiting the generality thereof, supervises employees classified at lower classification levels and their clients (as defined) including, checking progress and co-ordinating workflow;
- be accountable for their own work and the work of others;
- use initiative, discretion and judgement in planning and organising work and techniques for own work and that of employees at lower classification levels and clients (as defined).
- understand and use a limited range of non-verbal communication.

#### **(b) Indicative Tasks**



In addition to the tasks of employees at lower levels, an employee at this level performs tasks to their level of training. Indicative tasks may include:

### **Accommodation/Independent Living Training Services**

- develop and implement training programmes for clients (as defined) in basic skills;
- undertake training and skill assessment of clients (as defined);
- assist and/or support clients (as defined) in attending to their care using discretion and judgement about most appropriate actions at a higher level of skill than the classification level below;
- participate in networks with other service providers and community resource providers;
- train clients (as defined) in a broad range of tasks using a range of techniques, aids and methods;
- instruct and assist with the training of Disability Service Workers engaged at lower level classifications;
- complete necessary documentation and reports as specified at the workplace".

## **3.1 Wage Rates**

3.1.1 The minimum rates of wages for employees shall be as follows:

Level	F/N Rate	Hourly Rate	Casual Rate
Paypoint 1	\$1,324.00	\$17.4211	\$21.4279
Paypoint 2	\$1,365.80	\$17.9711	\$22.1044
Paypoint 3	\$1,407.40	\$18.5184	\$22.7777

NOTE: The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2009 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

3.1.2 *Progression within levels*

- (a) An employee will not move from one paypoint to the next paypoint until the employee has worked 1976 hours or 2 years, whichever is the lesser.
- (b) Notwithstanding anything contained above, no employee will be entitled to receive wage level movement if, after undergoing counselling regarding their work performance, it was deemed by Endeavour that they had not reached a satisfactory performance level.

## **4.0 Allowance for Late Work**

4.1.1 In addition to the ordinary rates of pay a late work allowance of 15% shall be paid to employees who are rostered to be awake and working between the hours of 9.00p.m. and 7.00 a.m.

4.1.2 This allowance will not apply to work performed on Saturday, Sunday and public holidays where extra payments apply for such work.

4.1.3 Sleepover is not deemed to be work performed in determining payment of early or late work allowance.

4.1.4 In the instance of a casual employee the allowance in this clause will be calculated on the relevant rate of pay exclusive of casual loading.

## **5.0 Sleepover allowance**

5.1.1 Where an employee is required to sleepover at the workplace for a period not exceeding 8 hours, and during this period attend to any client requirements, the employee will be paid an allowance of \$41.52 in respect to each instance.

5.1.2 Where possible, additional ordinary hours of work will be worked by the employee either before or after the sleepover.

5.1.3 Time spent sleeping-over is not to be counted for the purposes of calculating an employee's average hours of work.

## **6.0 Hours of Work**

6.1.1 The ordinary hours of work of Accommodation/Lifestyle Support workers shall be an average of 76 hours each fortnight and shall be worked within a daily spread of 24 hours from commencement time on each of any 10 out of 14 days per fortnight. Such hours will be worked on a basis agreed between the employer and the employee/s to meet the needs of clients.

For the purpose of this clause a day shall mean a period of 24 consecutive hours.

6.1.2 Employee's days off shall be taken in at least one block of at least 2 consecutive days.

6.1.3 The ordinary hours of work for each employee shall be displayed on a roster in a place conveniently accessible to employees at least 7 days before the commencement of the day on which the roster commences:

Provided however that a roster may be altered at any time to enable the service of the organisation to be carried on in an emergency or when another employee is absent from duty.

## **SCHEDULE 3 - ATSS SUPPORT WORKERS AND BUSINESS SERVICES SUPERVISORS**

### **1.0 Classification Structure**

Employees will be classified in accordance with the classification structure.

#### ***1.1.1 SUPPORT STREAM LEVEL 1***

##### **(a) General Description**

Shall be non-supervisory Support Stream Level 1 employee who is accountable for their own work, using some discretion, works under general supervision of employees at higher levels.

May work individually or in a team environment and may have limited interaction with clients as defined in clause 1.6.3 of the Award.

#### ***1.1.2 SUPPORT STREAM LEVEL 2***

##### **(a) General Description**

An employee at this level is required to perform work above and beyond the skills of a Level 1 employee to their level of training and is competent to perform work within the scope of this level.

At this level an employee may:

- undertake a range of activities requiring the application of skills and knowledge at a higher level than Level 1 employees;
- be subject to direct supervision and may work individually or in a team environment;
- perform work that is performed within established routines, methods, standards and procedures;
- have limited scope to exercise initiative but uses limited discretion in applying work practices and procedures;
- be accountable for their own work within the scope of this level;
- be required to assist employees at higher classification levels with specific projects;
- understand and use a limited range of non-verbal communication;
- have an understanding of work procedures relevant to their work area and may provide assistance to employers at lower classification levels concerning established procedures to meet the objective of a minor function;
- be required to resolve minor work procedural issues in the relevant work area within established workplace constraints, and to the employee's level of skill and training;
- have access to staff at a higher level.

##### **(b) Indicative Tasks**

In addition to the tasks of employees at lower levels, an employee at this level performs tasks to their level of training. Indicative tasks may include:

**(i) General**

- undertakes simple training assignments of clients (as defined) under supervision;
- driving a public passenger vehicle licensed to carry more than 12 passengers;
- driving a forklift or similar mobile equipment;
- driving a truck or vehicle requiring a driving licence of more than 4.5 GVM but does not include a licence to drive an articulated vehicle or higher standard licence category;
- maintain daily records as a result of activities at this level.

**(ii) Business Services**

- wide range of routine production tasks, including, but without limiting the generality thereof; repetition work on automatic, semi-automatic or single purpose machines, welding, use of relevant tools, boiler attendance, lubrication, machine setting, loading and operation;
- assist other employees in the production process;
- operate a computer terminal;
- adhere to quality assurance procedures and practices;
- provide general or close supervision for up to 9 clients (as defined) who are undertaking work tasks;
- undertake training and assessment of clients (as defined) in specific vocational skills within the scope of this level.

**1.1.3 SUPPORT STREAM LEVEL 3**

**(a) General description**

An employee at this level is required to perform work above and beyond the skills of a Level 2 employee and to their level of training, and is competent to perform the work within the scope of this level including an employee who holds a relevant certificate level qualification, including (a) trade certificate or (b) trades right certificate or equivalent thereto:

Provided that an employee who is not required to interact with clients (as defined) shall not progress beyond increment Level 3, Paypoint 1 hereof:

At this level an employee may:

- supervise employees at lower classification levels;
- work under general supervision (as defined) and will use discretion within the scope of this level working individually or in a team environment;
- undertake work that may be non-routine in nature and be subject to pre-set objectives for work assignments;
- without limiting the generality thereof, supervises employees classified at lower classification levels and their clients (as defined) including, checking progress and co-ordinating workflow;
- be accountable for their own work and the work of others;
- use initiative, discretion and judgement in planning and organising work and techniques for own work and that of employees at lower classification levels and clients (as defined);
- understand and use a limited range of non-verbal communication.

**(b) Indicative Tasks**

In addition to the tasks of employees at lower levels, an employee at this level performs tasks to their level of training. Indicative tasks may include:

**(i) Business Services**

- schedule and prioritise own work and that of Disability Service Workers at lower classification levels;
- supervise, instruct and assist with the training of Disability Service Workers in classifications at a lower level and responsible and accountable for the work of Disability Service Workers at lower classification levels and their clients (as defined);
- Complete all necessary documentation and reporting;
- Supervises 10 or more clients (as defined) requiring general supervision (as defined) to operate safely to standards;
- Undertakes training and training assessment of clients (as defined) in specific vocational skills within the scope of this level.

#### **1.1.4 SUPPORT STREAM LEVEL 4**

##### **(a) Characteristics of the level**

A person employed as Support Stream Level 4 shall work under general direction in the application of procedures, methods and guidelines which are well established. They would have obtained organisation or industry specific knowledge sufficient for them to give advice and/or information to the organisation and clients in relation to specific areas of their responsibility.

General features of this level involve solving problems of limited difficulty using knowledge, judgement and work organisational skills acquired through qualifications and/or previous work experience. Assistance is available from senior employees. Employees may receive instruction on the broader aspects of the work. In addition, employees may provide assistance to lower classified employees.

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

At this level, employees may be required to supervise lower classified staff or volunteers in their day to day work. Employees with supervisory responsibilities may undertake some complex operational work and may undertake planning and co-ordination of activities within a clearly defined area of the organisation. Employees will be responsible for managing and planning their own work. Employees will be responsible for managing and planning their own work and that of subordinate staff or volunteers and may be required to deal with formal disciplinary issues within the work area.

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

##### **(b) Responsibilities**

To contribute to the operational objectives of the workplace, a position at this level may include some of the following inputs or those of a similar value:

- Undertake responsibility for various activities in a specialised area;
- Exercise responsibility for a function within the organisation;
- Allow the scope for exercising initiative in the application of established work procedures;
- Assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of such an employee within the workplace;
- Provide secretarial and/or administrative support requiring a high degree of judgement, initiative, confidentiality and sensitivity in the performance of work;
- Assist with or provide a range of records management services, however the responsibility for the records management service would not rest with the employee;
- Proficient in the operation of the computer to enable modification and/or correction of computer software systems or packages and/or identification problems. This level could include systems administrators in small to medium sized organisations whose responsibility includes the security/integrity of the system;
- Apply computing programming knowledge and skills in systems development, maintenance and implementation under direction of a senior employee;
- Supervise a limited number of lower classified employees or volunteers;
- Allow the scope for exercising initiative in the application of established work procedures;
- Deliver single stream training programmes;
- Co-ordinate elementary service programmes;
- Provide assistance to senior employees;
- Where prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
  - (i) Undertake some minor phase of a broad or more complex assignment;
  - (ii) Perform duties of a specialised nature;
  - (iii) Provide a range of information services;
  - (iv) Plan and co-ordinate elementary community-based projects or programmes;
  - (v) Perform moderately complex functions including social planning, demographic analysis,

survey design and analysis.

**(c) Requirements of the job**

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

**(i) Skills, knowledge, experience, qualifications and/or training**

- Thorough knowledge of work activities performed within the organisation;
- Sound knowledge of procedural methods of the organisation;
- May utilise professional or specialised knowledge;
- Working knowledge of guidelines or statutory requirements relevant to the organisation;
- Ability to apply computing concepts.

The prerequisite for entry to this level would be:

- (a) Entry level three year degree.
- (b) Entry level four year degree.
- (c) OR Associate Diploma with experience;
- (d) OR Advanced Certificate in Community Services with experience or its equivalent;
- (e) OR attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required.

**(ii) Organisational relationships**

- Works under general supervision;
- Operate as a member of a team;
- Supervision of other employees.

**(iii) Extent of authority**

- Receive instructions on the broader aspects of the work;
- Freedom to act within the defined established procedures - that is freedom to arrange work in a manner the employee feels most comfortable with provided there is no change to defined established work patterns;
- May set outcomes or objectives for specified projects;
- Problems can usually be solved by reference to procedures, documented methods and instructions. Assistance is available when problems occur.

**1.1.5 SUPPORT STREAM LEVEL 5**

**(a) Characteristics of the level**

A person employed as Support Stream Level 5 shall work under general direction in functions that require the application of skills and knowledge appropriate to the work. Generally guidelines and work procedures are established.

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

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

discipline.

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

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

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

**(b) Responsibilities**

To contribute to the operational objectives of the workplace, a position at this level may include some of the following inputs or those of a similar value:

1. Undertake activities which may require the employee to exercise judgement and/or contribute critical knowledge and skills where procedures are not clearly defined;
2. Perform duties of a specialised nature requiring the development of expertise over time or previous knowledge;
3. Identification of specific or desired performance outcomes;
4. Contribute to interpretation and administration of areas of work for which there are no clearly established procedures;
5. Expected to set outcomes and further develop work methods where general work procedures are not defined and could exercise judgement and contribute critical knowledge and skills where procedures are not clearly defined;
6. Although still under general direction, there is a greater scope to contribute to the development of work methods and the setting of outcomes. However, these must be within the clear objectives of the organisation and within budgetary constraints;
7. Provide administrative support of a complex nature to senior employees;
8. Exercise responsibility for various functions within a work area;
9. Provide assistance on grant applications including basic research or collection of data; undertake a wide range of activities associated with programme, activity of service delivery;
10. Provide assistance to a more senior employee in planning, co-ordinating, implementing and administering the activities and policies including preparation of budgets;
11. Develop, control and administer a records management service for the receipt, custody, control, preservation and retrieval of records and related material;
12. Undertake computer operations requiring technical expertise and experience and may exercise initiative and judgement in the application of established procedures and practices;
13. Apply computer programming knowledge and skills in systems development, maintenance and implementation;
14. Provide a reference and research information service and technical service including the facility to understand and develop technologically based systems;
15. Where the prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
  - a. Liaise with other professionals at a technical/professional level;
  - b. Discuss techniques, procedures and/or results with clients on straight forward matters;
  - c. Lead a team within a specialised project;
  - d. Provide a reference, research and/or technical information service;

- e. Carry out a variety of activities in the organisation requiring initiative and judgement in the selection and application of established principles, techniques and methods;
- f. Perform a range of planning functions which may require exercising knowledge of statutory and legal requirements;
- g. Assist senior employees with the planning and co-ordination of a community programme of a complex nature.

**(c) Requirements of the job**

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

**(i) Skills knowledge, experience, qualifications and/or training**

- 1. Knowledge of statutory requirements relevant to work;
- 2. Knowledge of organisation policies and activities;
- 3. Knowledge of the role of the organisation and its services and/or functions;
- 4. Specialists require an understanding of the underlying principles in the discipline;
- 5. Sound discipline knowledge gained through previous experience, training or education.
- 6. The prerequisites for entry to this level would be:
  - a. Relevant four year Degree with 2 years' relevant experience;
  - b. OR 3 year Degree with three years of relevant experience;
  - c. OR Associate Diploma with relevant experience;
  - d. OR lesser formal qualifications with substantial years of relevant experience;
  - e. OR attained through previous appointments, service and/or study, an equivalent level of expertise and experience to undertake a range of activities.
- 7. Employees undertaking specialised services shall be promoted to this level once they have had the appropriate experience and undertake work related to the responsibilities under this level.
- 8. Employees working as sole employees shall commence at this level.

**(ii) Organisational relationships**

- 1. Works under general direction;
- 2. Supervises other staff and or volunteers or works in a specialised field.

**(iii) Extent of authority**

- 1. Required to set outcomes within defined constraints;
- 2. Provides specialist technical advice;
- 3. Freedom to act governed by clear objectives and/or budget constraints which may involve the contribution of knowledge in establishing procedures within the clear objectives and/or budget constraints where there are no defined established practices;
- 4. Solutions to problems generally found in precedents, guidelines or instructions;
- 5. Assistance usually available.

**1.1.6 SUPPORT STREAM LEVEL 6**

**(a) Characteristics of the level**

A person employed as Support Stream Level 6 shall work under general direction from senior employees. Employees undertake a range of functions requiring the application of a high level of knowledge and skills to achieve results in line with the organisation's goals.

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

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

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

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

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

**(b) Responsibilities**

To contribute to the operational objectives of the workplace, a position at this level may include some of the following inputs or those of a similar value:

1. Responsibility for a range of functions within the organisation requiring a high level of knowledge and skills;
2. Undertake responsibility for a moderately complex project, including planning, co-ordination, implementation and administration;
3. Undertake a minor phase of a broader or more complex professional assignment;
4. Assist with the preparation of or prepare organisation or programme budgets in liaison with management;
5. Set priorities and monitor work flow in the areas of responsibility;
6. Provide expert advice to employees classified at lower levels and/or volunteers;
7. Exercise judgement and initiative where procedures are not clearly defined;
8. Understanding of all areas of computer operation to enable the provision of advice and assistance when non-standard procedures/processes are required;
9. Monitor and interpret legislation, regulations and other agreements relating to occupational health and safety, Worker's Compensation and rehabilitation;
10. Undertake analysis/design for the development and maintenance of projects and/or undertake programming in specialist areas. May exercise responsibility for a specialised area of computing operation;
11. Undertake publicity assignments within the framework of the organisation's publicity and promotions programme. Such assignments would be of limited scope and complexity but would involve the co-ordination of facets of the total programme including media liaison, design and layout of publications/displays and editing;
12. Operate as a specialist employee in the relevant discipline where decisions made and taken rest with the employee with no reference to a senior employee;
13. Undertake duties that require knowledge of procedures, guidelines and/or statutory requirements relevant to the organisation;



14. Plan, co-ordinate, implement and administer the activities and policies including preparation of budget;
15. Develop, plan and supervise the implementation of educational and/or developmental programmes for clients;
16. Plan, co-ordinate and administer the operation of a multi-functional service including financial management and reporting;
17. Where the prime responsibility lies in professional services, employees at this level would undertake at least some of the following:
  - a. Under general direction undertake a variety of tasks of a specialised and/or detailed nature;
  - b. Exercise professional judgement within prescribed areas;
  - c. Carry out planning, studies or research for particular projects including aspects of design, formulation of policy, implementation of procedures and presentation;
  - d. Provide reports on progress of programme activities including recommendations;
  - e. Exercise a high level of interpersonal skills in dealing with the public and other organisations;
  - f. Plan, develop and operate a community service organisation of a moderately complex nature.

**(c) Requirements of the job**

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

**(i) Skills, knowledge, experience, qualifications and/or training**

1. Knowledge of organisational programmes, policies and activities;
2. Sound discipline knowledge gained through experience;
3. Knowledge of the role of the organisation, its structure and services;
4. The pre-requisites for entry to this level would be:
  - a. Relevant Degree with relevant experience;
  - b. OR Associate Diploma with substantial experience;
  - c. OR qualifications in more than one discipline;
  - d. OR less formal qualifications with specialised skills sufficient to perform at this level;
  - e. OR attained through previous appointments service and/or study an equivalent level of experience and expertise to undertake the range of activities required.

**(ii) Organisational relationships**

Work under general direction.

Supervise other employees and/or volunteers.

**(iii) Extent of authority**

1. Exercise a degree of autonomy;
2. Control projects and/or programmes;
3. Set outcomes for lower classified staff;
4. Establish priorities and monitor work flow in areas of responsibility;

5. Solutions to problems can generally be found in documented techniques, precedents and guidelines or instructions. Assistance is available when required.

### **1.1.7 SUPPORT STREAM LEVEL 7**

#### **(a) Characteristics of the level**

A person employed as Support Stream Level 7 shall operate under limited direction from senior employees or management and undertake a range of functions for which operational policies, practices and guidelines may need to be developed.

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

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

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

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

#### **(b) Responsibilities**

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

1. Undertake significant projects and/or functions involving the use of analytical skills;
2. Undertake managerial or specialised functions under a wide range of conditions to achieve results in line with organisation goals;
3. Exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single or multi specialist operation; provide advice on matters of complexity within the work area and/or specialised area;
4. Undertake a range of duties within the work area, including develop work practices and procedures; problem definition, planning and the exercise of judgement:  
  
Provide advice on policy matters and contribute to their development;
5. Negotiate on matters of significance within the organisation with other bodies and/or members of the public;
6. Control and co-ordinate a work area or a larger organisation within budgetary constraints;
7. Exercise autonomy in establishing the operation of the work area; Provide a consultancy service for a range of activities and/or to a wide range of clients;
8. Where the prime responsibility lies in a specialised field an employee at this level would undertake at least some of the following:

- a. Provide support to a range of activities or programmes;
- b. Control and co-ordinate projects;
- c. Contribute to the development of new procedures and methodology;
- d. Provide expert advice and assistance relevant to the work area;
- e. Supervise/manage the operation of a work area and monitor work outcomes;
- f. Supervise on occasions other specialised staff;
- g. Supervise/manage the operation of a discrete element which is part of a larger organisation;
- h. Provide consultancy services for a range of activities;

**(c) Requirements of the job**

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

**(i) Skills, knowledge, experience, qualifications and/or training**

1. Comprehensive knowledge of organisation policies and procedures;
2. Specialist skills and/or supervision/management abilities exercised within a multi disciplinary or major single function operation;
3. Specialist knowledge gained through experience, training or education;
4. Appreciation of the long term goals of the organisation;
5. Detailed knowledge of programme activities and work practices relevant to the work area;
6. Knowledge of organisation structures and functions;
7. Comprehensive knowledge of requirements relevant to the discipline;
8. The pre-requisites for entry to this level would be:
  - (A) Degree with substantial experience;
  - (B) OR Post Graduate qualification;
  - (C) OR Associate Diploma with substantial experience;
  - (D) OR attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties required at this level;

**(ii) Organisational relationships**

1. Works under limited direction from senior employees of the Committee of Management or Board;
2. Supervision of staff.

**(iii) Extent of authority**

1. Exercise a degree of autonomy;
2. May manage a work area or medium to large organisation or multi worksite organisation;
3. Has significant delegated authority; selection of methods and techniques based on sound judgement;
4. Manage significant projects and/or functions;

5. Solutions to problems can generally be found in documented techniques, precedents, or instructions; advice available on complex or unusual matters.

### **1.1.8 SUPPORT STREAM LEVEL 8**

#### **(a) Characteristics of the level**

A person employed as Support Stream Level 8 shall operate under limited direction and exercise managerial responsibility for various functions within a section and/or organisation or operate as a specialist, a member of a specialised professional team or independently.

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

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

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

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

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

#### **(b) Responsibilities**

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

1. Undertake managerial or specialised functions under a wide range of conditions to achieve results in line with divisional/corporate goals;
2. Exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single discipline or multi discipline operation;
3. Develop work practices and procedures for various projects;
4. Establish work area outcomes;
5. Prepare budget submissions for senior officers and/or the organisation;
6. Develop and implement significant operational procedures;
7. Review operations to determine their effectiveness;
8. Develop appropriate methodology and apply proven techniques in providing specialised services;
9. Where prime responsibility lies in a professional field an officer at this level:
  - a. Controls and co-ordinates projects/programmes within an organisation in accordance with corporate goals;
  - b. Provides a consultancy service to a wide range of clients;
  - c. Functions may involve complex professional problem solving;
  - d. Provides advice on policy method and contributes to its development.

#### **(c) Organisational relationships**

1. Works under limited direction;

2. Normally supervises other employees and establishes and monitors work outcomes.

**(d) Extent of authority**

1. May manage section or organisation;
2. Has significant delegated authority;

Selection of methods and techniques based on sound judgement. (Guidance not always readily available within the organisation.) Decisions and actions taken at the level may have significant effect on programme/project work areas being managed.

**(e) Requirements of the job**

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

**(i) Skills, knowledge, experience qualifications and/or training**

1. Comprehensive knowledge of policies and procedures;
2. Application of a high level of discipline knowledge;
3. Qualifications are generally beyond those required through tertiary education alone, typically acquired through completion of higher education qualifications to degree level and extensive relevant experience;  
  
OR lesser formal qualifications with acquisition of considerable skills and extensive relevant experience to an equivalent standard;
4. OR a combination of experience, expertise and competence sufficient to perform the duties required at this level.

**2.0 Wage Rates**

2.1 The minimum rates of wages for employees covered by Schedule 3 will be:

	Fortnightly \$	Hourly \$	Casual \$
<b>Level 1</b>			
Paypoint 1	1,169.80	\$15.3921	\$18.9323
Paypoint 2	1,194.80	\$15.7211	\$19.3369
Paypoint 3	1,214.80	\$15.9842	\$19.6606
<b>Level 2</b>			
Paypoint 1	1,253.20	\$16.4895	\$20.2821
Paypoint 2	1,278.20	\$16.8184	\$20.6867
Paypoint 3	1,303.40	\$17.1500	\$21.0945
<b>Level 3</b>			
Paypoint 1	1,324.00	\$17.4211	\$21.4279
Paypoint 2	1,365.80	\$17.9711	\$22.1044
Paypoint 3	1,407.40	\$18.5184	\$22.7777
<b>Level 4</b>			
Paypoint 1	1,448.50	\$19.0592	\$23.4428
Paypoint 2	1,490.40	\$19.6105	\$24.1209
Paypoint 3	1,532.20	\$20.1605	\$24.7974
Paypoint 4	1,574.00	\$20.7105	\$25.4739
<b>Level 5</b>			
Paypoint 1	1,615.90	\$21.2618	\$26.1521
Paypoint 2	1,657.70	\$21.8118	\$26.8286

	Fortnightly \$	Hourly \$	Casual \$
Paypoint 3	1,699.60	\$22.3632	\$27.5067
Paypoint 4	1,737.50	\$22.8618	\$28.1201
	Fortnightly \$	Hourly \$	Casual \$
Level 6			
Paypoint 1	1,779.30	\$23.4118	\$28.7966
Paypoint 2	1,817.10	\$23.9092	\$29.4083
Paypoint 3	1,859.00	\$24.4605	\$30.0864
Level 7			
Paypoint 1	2,017.20	\$26.5421	\$32.6468
Paypoint 2	2,043.30	\$26.8855	\$33.0692
Paypoint 3	2,101.20	\$27.6474	\$34.0063
Level 8			
Paypoint 1	2,146.20	\$28.2395	\$34.7346
Paypoint 2	2,191.10	\$28.8303	\$35.4612
Paypoint 3	2,236.10	\$29.4224	\$36.1895

NOTE: The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2009 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

## 2.2 *Progression within levels*

- (a) An employee will not move from one paypoint to the next paypoint until the employee has worked 1976 hours or 2 years, whichever is the lesser.
- (b) Notwithstanding anything contained above, no employee will be entitled to receive wage level movement if, after undergoing counselling regarding their work performance, it was deemed by Endeavour that they had not reached a satisfactory performance level.

## 3.0 **Hours of work**

### 3.1 *Employees other than farming*

The ordinary hours of work for employees engaged in classifications related solely or mainly to these types of work shall not exceed 10 hours per day or 76 hours per fortnight, excluding meal breaks, to be worked between 6.00 a.m. and 6.00 p.m. on any 10 out of 14 days of each fortnight. The ordinary starting and ceasing times and days upon which work shall be performed shall be as agreed between the employer and the majority of employees involved.

### 3.2 *Farming.*

The ordinary hours of work for employees engaged in classifications related solely or mainly to this type of work shall not exceed 10 hours, excluding of meal breaks, to be worked between 5.00 a.m. and 8.00 p.m. on any 10 out 14 days of each fortnight. The ordinary starting and finishing times and days upon which work shall be performed shall be agreed between the employer and the majority of employees involved.

## **SCHEDULE 4 - TRAINING AND PLACEMENT WORKERS**

### **1.1 CLASSIFICATION STRUCTURE AND WAGE RATES**

#### **1.1.1 *Training Development Officer and Employment Consultant Trainee Level***

- (a) **Definition:**

**"Training Development Officer and Employment Consultant Trainee Level"** shall mean an employee who is training to become a Level 2 employee.

**(b) Requirements:**

- (i) Such employee will be required to assist all Level of employees. The person will assist in the training or placement of employees. Assist in client assessment activities, preparation of training curriculum and plan and other duties as directed by higher Level employees.

**1.1.2 Training Development Officer and Employment Consultant Level 2**

**(a) Definitions:**

**"Training Development Officer and Employment Consultant Level 2"** shall mean a multi-functioned employee who is engaged to provide direct services to participants in training courses, placement or support services and other programmes and activities provided by the employer.

**(b) Requirements:**

- (i) Such employees would be required to assist in the development and administration of programmes. This may include arranging and conducting training courses, preparation of training curriculum and plans, client assessment activities, preparation of individual client service programmes, the conduct of employment placement and/or support services and other activities. They may exercise some organising functions in respect of sessional employees, Training and Placement Level 1 employees. They may be expected to participate in processes:

- to evaluate course and programme effectiveness and relevance;
- to monitor and review individual client service programmes;
- to monitor, report and advise on client outcomes;
- to carry out case management functions and duties;

- (ii) A Training and Placement Level 1 employee is required to exercise professional judgement within the policy parameters of the employer and may also be required to:

- write reports and assist in the preparation of funding proposals;
- liaise with and market to employers, industry and the community;
- participate in co-ordination activities with other agencies;
- refer clients to appropriate agencies and programmes;
- carry out client placement activities;

- (iii) An employee engaged to conduct Job Clubs and/or primarily to market services and/or clients to employers would normally be engaged as Training and Placement Level 2 however the size of the organisation and the level of complexity within their role may see them placed within the Training and Placement Level 3 definition and classification. Where a Job Club leader is responsible for the management and co-ordination of the service they will be engaged in accordance with Training and Placement Level 3 classification.

**1.1.3 SENIOR TRAINING & DEVELOPMENT OFFICER LEVEL 3**

**(a) Definitions:**

**"Senior Training & Development Officer Level 3"** means a person engaged to assist the manager of a larger and more complex service in the management of all or part of the service and whose responsibilities primarily involve management/co-ordination functions.

**(b) Requirements:**

- (i) A Training and Placement Level 3 employee shall in all cases report to the Manager of the Organisation.
- (ii) Such officers shall be required to assist in the management of the service within the policy parameters of the employer and may also be required to develop policy proposals and other reports for consideration by the employer and/or funding authorities. They may also be expected to assist the Manager to develop and implement strategies to ensure community and business support for the service.

- (iii) Such employees may be required to co-ordinate the development, implementation and evaluation of programmes and/or services of the employer including the preparation of funding proposals and budgets on behalf of the employer and the monitoring of programme performance and budgets. They would be expected to exercise a staff leadership role and supervise other employees of the service. This may include the co-ordination of induction of new employees, training and other human resource development strategies and co-ordination of work tasks and responsibilities. They may be expected to represent the employer in dealings with local employers, Government and community agencies and in dealings with local media.
- (iv) A Training and Placement Level 3 employee may also be expected to deliver training courses for clients of the service or to undertake placement support or other operational duties though these responsibilities would not form the major part of the employee's job.

#### **1.1.4 TRAINING AND DEVELOPMENT MANAGER - LEVEL 4**

**(a) Definitions:**

"**Training and Development Manager Level 4**" means a person engaged to manage the operations of a small to medium size service where the total weekly staffing of the service is less than 285 hours.

**(b) Requirements:**

- (i) A Training and Development Manager Level 4 employee may directly exercise delegated management functions of the employer.
- (ii) Such officers shall be required to manage the service within the policy parameters of the employer and may be required to develop policy proposals and other reports for consideration by the employer and/or funding authorities. They may also be expected to develop and implement strategies to ensure community and business support for the service.
- (iii) Such employees may be required to co-ordinate the development, implementation and evaluation of programmes and/or services of the employer including the preparation of funding proposals and budgets on behalf of the employer and the monitoring of programme performance and budgets. They would be expected to exercise a staff leadership role and supervise other employees of the service. This may include the co-ordination of induction of new employees, training and other human resource development strategies and co-ordination of work tasks and responsibilities. They would be expected to represent the employer in dealings with local employers, Government and community agencies and in dealings with local media.
- (iv) No Training and Development Manager Level 4 employee of a service with total weekly staffing up to and including 190 staffing hours may advance beyond Paypoint 4.

#### **1.1.5 EMPLOYMENT AGENCY MANAGER LEVEL 5**

**(a) Definitions:**

"**Employment Agency Manager Level 5**" shall mean:

- (i) An employee engaged to manage a single service or multiple projects sponsored by the same employer with total weekly staffing in excess of 285 staffing hours or ;
- (ii) a person engaged to manage a SkillShare Disability Access and Support Unit.

**(b) Requirements:**

- (i) Functions would generally be similar to a Training & Development Manager Level 4 except that their position would involve significantly increased responsibility as a result of the size and complexity of the service (s) which they manage. They may also be required to supervise the work of Training and Development Manager Level 4 and/or Senior Training Development Officer Level 3 and Employment Consultant Level 2 and a Trainee Consultant Level 1 employees where such employees are employed by the same employer.

## **2.0 WAGES**

2.1 The minimum rates of wages to be paid to the undermentioned level of employees shall be as follows:

### **Training Development Officer and Employment Consultant Trainee**



	F/N Rate	Hourly Rate	Casual Rate
Paypoint 1	\$1,442.90	\$18.9855	\$23.3522
Paypoint 2	\$1,486.40	\$19.5579	\$24.0562
Paypoint 3	\$1,529.90	\$20.1303	\$24.7602

#### **Training Development Officer and Employment Consultant Level 2**

	F/N Rate	Hourly rate	Casual Rate
Paypoint 1	\$1,573.40	\$20.7026	\$25.4642
Paypoint 2	\$1,616.90	\$21.2750	\$26.1683
Paypoint 3	\$1,660.40	\$21.8474	\$26.8723
Paypoint 4	\$1,703.90	\$22.4197	\$27.5763
Paypoint 5	\$1,743.40	\$22.9395	\$28.2156

#### **Senior Training & Development Officer Level 3**

	F/N Rate	Hourly Rate	Casual Rate
Paypoint 1	\$1,743.40	\$22.9395	\$28.2156
Paypoint 2	\$1,786.90	\$23.5118	\$28.9196
Paypoint 3	\$1,826.40	\$24.0316	\$29.5588
Paypoint 4	\$1,869.90	\$24.6039	\$30.2629

#### **Training Development Manager Level 4**

	F/N Rate	Hourly Rate	Casual Rate
Paypoint 1	\$1,743.40	\$22.9395	\$28.2156
Paypoint 2	\$1,786.90	\$23.51185	\$28.9196
Paypoint 3	\$1,826.40	\$24.0316	\$29.5588
Paypoint 4	\$1,869.90	\$24.6039	\$30.2629
Paypoint 5	\$1,913.40	\$25.1763	\$30.9669
Paypoint 6	\$1,956.90	\$25.7487	\$31.6709

#### **Employment Agency Manager Level 5**

	F/N Rate	Hourly Rate	Casual Rate
Paypoint 1	\$2,000.50	\$26.3224	\$32.3765
Paypoint 2	\$2,044.00	\$26.8947	\$33.0805
Paypoint 3	\$2,087.50	\$27.4671	\$33.7845
Paypoint 4	\$2,131.00	\$28.0395	\$34.4886
Paypoint 5	\$2,174.50	\$28.6118	\$35.1926

NOTE: The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2009 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

#### **2.1.2 Progression within levels**

- (a) An employee will not move from one paypoint to the next paypoint until the employee has worked 1976 hours or 2 years, whichever is the lesser.
- (b) Notwithstanding anything contained above, no employee will be entitled to receive wage level movement if, after undergoing counselling regarding their work performance, it was deemed by Endeavour that they had not reached a satisfactory performance level.

### **3.0 Hours of work**

The ordinary hours of work prescribed may be worked on any ten out of fourteen days in the week Monday to Sunday inclusive, shall not exceed 10 hours per day or 76 hours per fortnight, excluding meal breaks, to be worked between 6.00 a.m. and 8.00 p.m.. The ordinary starting and ceasing times and days upon which work shall be performed shall be as agreed between the employer and the majority of employees involved.

By mutual agreement between the employer and employee, where a client is requiring support to work outside the above spread of hours, the parties may agree to alter the spread of hours to accommodate the client's request, for which no penalties shall apply.

**SCHEDULE 5 - RETAIL EMPLOYEES**

**1.0 DEFINITIONS FOR SCHEDULE 5**

- 1.1 "Employee" shall be taken to mean and include all persons for whom wage rates are prescribed by this Award.
- 1.2 "Junior Employee" shall mean any employee (other than a trainee as defined in clause 6.6 of this Award), under the age of twenty-one (21) years, excepting employees engaged in cleaning, watching, gatekeeping or lift attendant duties.
- 1.3 "Senior Employee" shall mean any shop assistant or clerk, male or female, twenty-one (21) years of age or over:  
  
Provided that a shop assistant under twenty-one (21) years of age who received not less than the rate of wages prescribed by this Award for an employee of the age of twenty-one (21) years shall be regarded as a senior employee.
- 1.4 "Non-Exempt Shop" shall mean any shop other than an exempt shop, or independent retail shop.
- 1.5 "Storeman and packer" shall mean any employee principally engaged in the reception, storing or packing of any goods, for sale by retail.
- 1.6 "Storeman in charge" shall mean a senior storeman who has under his supervision or direction not less than two employees.

**2.0 CLASSIFICATION STRUCTURE AND WAGE RATES**

- 2.1. *Shop Assistants Classification Structure* - (a) "Shop Assistant" (92.14%) shall mean - an employee engaged in the reception, sale, or delivery by hand of any goods for sale by retail and/or for hire, wherever employed.
- 2.2 "First Level Supervisor" (94.5%) shall mean - an employee who is appointed by the employer to be, or is, responsible for a defined or designated area of a shop. Such employee may work alone, or directly supervise other employees, in the defined or designated area.
- 2.3 "Second Level Supervisor/Shop Manager" (100%) shall mean - an employee who is appointed by the employer to be, or is, in charge of a number of defined or designated areas of a shop, or to be, or is, in charge of a shop.

**2.4 Wage Rates**

2.4.1 The minimum rates of wages to be paid to the undermentioned classes of employees shall be as follows:-

*Shop Assistants -*

	F/N Rate \$
Classification and Relativity	
Shop Assistant (92.14%)	
Shop Assistant	1,254.40
First Level Supervisor (94.5%)	
Section Head	1,274.20
Second Level Supervisor/Shop Manager (100%)	
Department Manager	
Manager - 2 or less employees	
Manager - Over 2 employees	1,324.00

2.4.2 Junior rates

The minimum rates of pay for junior employees shall be determined by applying the following percentages to the shop assistant rate by reference to the Shop Assistant rate

Under 16 years of age	45%
16 and under 17 years of age	50%
17 and under 18 years of age	55%
18 and under 19 years of age	65%
19 and under 20 years of age	75%
20 and under 21 years of age	85%

NOTE: The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2009 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

### **3.0 Hours of Work**

3.1.1 The ordinary hours of work for employees engaged in classifications related solely or mainly to this type of work shall not exceed 76 hours in two consecutive weeks and shall be worked on not more than 5 days in the week. The ordinary daily working hours shall not exceed eight and a-half hours on any one day (exclusive of meal breaks) and shall be worked between 7:00 am and 6:00pm and 9:00pm for late night shopping Monday to Friday and between 7:00am and 12:30pm on Saturdays.

3.1.2 *Late Night Work - Non-Exempt Shops* - (a) All ordinary hours worked by a weekly or part-time employee after 6.00 p.m. as part of the employee's ordinary working week on a day permitted for late night trading shall be paid at the rate of quarter time in addition to the ordinary weekly wage or proportion thereof.

3.1.3 On the permitted day for late night trading any weekly employee who works more than eight and a-half hours as part of the employee's ordinary working week and any part-time employee required to work overtime in excess of 30 minutes shall, if required to continue such work in ordinary hours or overtime hours (as the case may be) beyond 6.45 p.m. be paid a meal allowance of \$9.60.

Payment for such meal allowance may be included with the employee's wage but shall be shown on the pay slip as a separate item.

3.2 *Saturday Work* - All employees, other than casuals, shall be paid in addition to their ordinary rates of pay a loading of fifty per cent for all ordinary hours worked on Saturday.

3.3 *Sunday Work - Non-Exempt Shops* - All ordinary hours worked by weekly and part-time employees on a Sunday shall be paid at the rate of seventy-five percent the ordinary hourly rate

## **SCHEDULE 6 - SUPPORTED EMPLOYEES**

### **1. AREA OF OPERATION**

1.1 Schedule 6 will govern the wages and conditions of employment of all people with an intellectual disability who are engaged by Endeavour in the performance of work in a supported employment business enterprise (Business Services).

1.2 It is acknowledged that the Business Services covered by this Award do not, as a general rule, operate as purely commercial businesses. Rather, the Business Services operate in an employment-like environment in which a range of additional support services are provided to the workers including vocationally-related training, work experience and assistance with progression to open employment where possible. Thus, the primary relationship that exists between Endeavour and its employees who are disabled extends beyond that which is generally expected in a typical common law employment relationship.

### **2. CLASSIFICATION STRUCTURE AND RATES OF PAY**

#### **2.1 Classification Structure**

2.1.1 **Grade 1** - shall mean an employee who has minimal skills and undertakes very basic routine tasks essentially of

a manual nature and to their level of training. The employee would exercise minimal judgment if at all and would be closely supervised in carrying out their tasks.

*Indicative Tasks:*

- Basic cleaning within a kitchen or food preparation area including cleaning of dishes and utensils
- Basic stacking of components
- Sweeping and cleaning of machines when not in use
- Cutting rag into useable pieces
- Labouring
- Sorting
- Packing
- Labelling
- Clipping
- Assembly documents preparation
- Routine basic assembly tasks
- Wrapping
- Folding
- Stamping
- Counting
- Gluing
- Customer liaison
- Palletising
- Tea making

2.1.2 **Grade 2** - shall mean an employee who works above and beyond the skills of a Grade 1 employee. The employee works under direct supervision either individually or in a team environment.

*Indicative tasks:*

- Repetitive work on machines
- Assembles components using basic written instructions
- Basic soldering
- Uses selected hand tools
- Storing and packing goods
- Using hand trolleys and pallet trucks
- Cleaning
- Packaging, labelling and collating
- Manufactures components and/or assembles to finish products
- Clerical or routine office duties including basic typing, checking figures, matching documents, simple calculating, collating, sorting or filing, photocopying and handling of mail
- Labouring
- Sorting of timber
- Undercoat painting
- Mixing of 2 pac glues
- Lifting
- Correct use of PPE equipment
- Counting
- Basic gardening duties
- Understanding quality control

2.1.3 **Grade 3** - shall mean an employee who works above and beyond the skills of a Grade 2 employee. The employee is responsible for their own work and would work under routine supervision.

*Indicative tasks:*

- Operates machinery and equipment requiring skills and knowledge beyond Grade 2
- Operation of forklifts
- Non-trade engineering skills
- Receiving, despatching, distributing, sorting, checking, documenting and recording of goods, materials and components
- General clerical or office duties such as typing, operating a switchboard and basic data entry
- Nail gun work
- Sewing
- Cutting timber
- Painting
- Propagation and gardening
- More complex packaging (including weighing and measuring)

2.1.4 **Grade 4** - shall mean an employee who works above and beyond the skills of a Grade 3 employee. The employee is able to understand detailed instructions and works from procedures. The employee would work under minimal supervision.

*Indicative tasks:*

- Licensed operation of all appropriate material handling equipment
- Machine setting, loading and operating
- General welding to AS1554 standard at basic level
- Lubrication of production machinery equipment
- Complex cutting of timber using machines
- Operates gardening machinery
- Landscape gardening under supervision
- Delivery of goods
- Dispatch work

- Complex painting (timber) using machines

## 2.2 Rates of Pay

	Per week \$
Grade 1	549.20
Grade 2	565.90
Grade 3	588.60
Grade 4	609.30

NOTE: The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2009 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

## 3. WAGE RATES FOR EMPLOYEES WITH DISABILITIES

3.1 Employees with a disability will be paid such percentage of the rate of the employee's grade as equals the capacity of the employee assessed as a percentage of the capacity of an employee who is not disabled.

3.2 Subject to clause 7 of this Schedule, from 1 July 2005 or the date of commencement of this Award (whichever is the latter), an employee with a disability will be paid as follows:

3.2.1 The capacity of the employee with a disability will be assessed by Endeavour in accordance with Endeavour's method of assessment. Endeavour will ensure that its method of assessment satisfies any requirements contained in relevant legislation such as the *Disability Services Act (1986)* (as amended).

3.2.2 The employee's capacity will be converted to a percentage of the capacity of an employee who is not disabled.

3.2.3 The percentage so determined of the appropriate rate of pay will be adjusted as follows:

- |                                     |         |
|-------------------------------------|---------|
| • If less than 5%                   | to 5%   |
| • If between 5% and less than 10%   | to 10%  |
| • If between 10% and less than 15%  | to 15%  |
| • If between 15% and less than 20%  | to 20%  |
| • If between 20% and less than 25%  | to 25%  |
| • If between 25% and less than 30%  | to 30%  |
| • If between 30% and less than 35%  | to 35%  |
| • If between 35% and less than 40%  | to 40%  |
| • If between 40% and less than 45%  | to 45%  |
| • If between 45% and less than 50%  | to 50%  |
| • If between 50% and less than 55%  | to 55%  |
| • If between 55% and less than 60%  | to 60%  |
| • If between 60% and less than 65%  | to 65%  |
| • If between 65% and less than 70%  | to 70%  |
| • If between 70% and less than 75%  | to 75%  |
| • If between 75% and less than 80%  | to 80%  |
| • If between 80% and less than 85%  | to 85%  |
| • If between 85% and less than 90%  | to 90%  |
| • If between 90% and less than 95%  | to 95%  |
| • If between 95% and less than 100% | to 100% |

3.2.4 The percentage so adjusted of the rate specified in clause 2.1 of this Schedule will be the employee's actual rate of pay.

## 3.3 Consultation and Review

- 3.3.1 Consultation will take place between Endeavour and the Union to ensure that additional costs resulting from wage and superannuation increases for employees with disabilities do not jeopardise the operation of Endeavour or prevent or restrict the recruitment of future employees.
- 3.3.2 The parties acknowledge that there are additional costs incurred by supported employment business enterprises related to the ongoing support and training needs of people with disabilities. These additional costs will be taken into account in future negotiations.
- 3.3.3 All parties are committed to achieving the Principles and Objectives of the *Disability Services Act 1986* (as amended).

#### **4. TRIAL EMPLOYMENT CONTRACT**

- 4.1 In order for an adequate assessment of the employee's capacity to be made, the employee may be employed under a trial employment contract for a period not exceeding 3 months, except where additional work adjustment time is necessary (not exceeding 4 weeks).
- 4.2 During the trial period, the assessment of capacity will be undertaken and the proposed wage rate for a continuing employment relationship will be determined.
- 4.3 The minimum rate payable to the employee during the trial period will not be less than 5% of Grade 1 based on a 38 hour week or *pro rata* for less than 38 hours.
- 4.4 Work trials should include induction or training as appropriate to the job being trialled.
- 4.5 Where Endeavour and the employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause 3 of this Schedule.

#### **5. PROGRESSIVE PROCEDURE**

- 5.1 Every employee will undertake a review on a regular basis to ascertain whether their capacity has improved to warrant their upgrading to a higher grade.

#### **6. REGRESSION PROCEDURE**

- 6.1 Where an existing employee has been assessed and that assessment identifies that the employee has regressed to a capacity level which would result in the employee's wage being reduced the following procedure will be followed:
- 6.1.1 The employee is advised of the result and the level that corresponds to assessed capacity.
- 6.1.2 The employee may seek to have a second assessment carried out. If the results identify that the employee has not regressed then the employee will remain at his/her existing level. If employee capacity has regressed then the employee will be transferred to lower paid duties.
- 6.1.3 Should there be any disagreement regarding this matter, then either party has the right to resolve the matter in accordance with clause 3.1 (Grievance and dispute settling procedure) of this Award.

#### **7. TRANSITIONAL ARRANGEMENT**

- 7.1 In accordance with the *Disability Services Act (1986)* (as amended) and the Disability Services Standards regarding wages phase-in services (as amended), Endeavour will consult with the Commonwealth Department of Family & Community Services (Department) to develop a plan that reflects a commitment to progress within a timeframe agreed with the Department towards paying the full amount of the wage rates contained in clause 2.1 of this Schedule.
- 7.2 Endeavour will ensure that whatever transitional arrangements are implemented in accordance with this clause result in all employees with disabilities covered by this Award receiving the full amount of the wage rates in clause 2.1 of Schedule 6 by no later than 1 January 2009.

Dated 6 June 2005.

By the Commission,  
[L.S.] G.D. SAVILL,  
Industrial Registrar.

Operative Date: 6 June 2005  
Repeal of Industrial Agreement and New Award - Endeavour  
Foundation Enterprise Award - State 2005  
Released: 1 July 2005

