

FWC Approves Your New Agreement

Dear Member,

Recently, the Fair Work Commission approved your new enterprise agreement. This means that the agreement is now in operation and will be enforceable by the HSU for all HSU members.

The Commission approved the agreement, only after Flourish had to make a several important commitments to ensure it met the legal requirements for approval.

Those commitments (known as undertakings) included:

- Commitment for trainees to receive all relevant terms and conditions under the enterprise agreement;
- Clear provision for casual employees to be paid overtime if working more than 38 hours per week;
- Updated and accurate rates of pay for health professionals

Attached to this email is a copy of the new agreement for you. Your agreement outlines your rights and conditions at work, so please have a read of it and keep a copy for yourself. If you have any questions, HSU members can contact their union organiser or the Member Service Division of the union for assistance.

Staying strong and united

As HSU members, we all work together to ensure that our rights are protected and that everyone is respected in the workplace. However, only HSU members can get help from the union with workplace issues like underpayments, bullying or enforcement of the new enterprise agreement, so please talk to your colleagues and make sure that they are part of the union.

We are strongest when we are all together. If your colleagues aren't yet HSU members, please ask them to join up today either online at www.hsu.asn.au/join or by calling 1300 478 679. Only when you're an HSU member are you part of the team campaigning for a fair workplace, and only HSU members are covered for assistance from the union, like our Member Services Division or our HSU journey insurance.

In unity,



Gerard Hayes
Secretary, HSU NSW/ACT/QLD



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Richmond PRA Limited T/A Flourish Australia Services
(AG2018/6903)

FLOURISH AUSTRALIA ENTERPRISE AGREEMENT 2018

Social, community, home care and disability services

COMMISSIONER GREGORY

MELBOURNE, 22 MARCH 2019

Application for approval of the Flourish Australia Enterprise Agreement 2018.

[1] An application has been made for approval of an enterprise agreement known as the *Flourish Australia Enterprise Agreement 2018* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Richmond PRA Limited T/A Flourish Australia Services. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

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

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 29 March 2019. The nominal expiry date of the Agreement is 1 January 2021.



COMMISSIONER

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No:
AG2018/6903

Applicant:
RichmondPRA Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Mark Orr, Chief Executive Officer of Richmond PRA Ltd, give the following undertakings with respect to the Flourish Australia Enterprise Agreement 2018 (**Agreement**):

1. I have the authority given to me by the board of the organisation to provide these undertakings with respect to the application before the Fair Work Commission (**Commission**).

Health Professionals Level 3 and 4

2. Notwithstanding the rates of pay in Schedule Two – Commencement Pay Rates, for Health Professionals at Level 3 and Level 4, RichmondPRA Ltd undertakes to pay those employees in accordance with the following table.

L3 PP1	\$35.03
L3 PP2	\$36.01
L3 PP3	\$36.78
L3 PP4	\$38.41
L3 PP5	\$39.83
L4 PP1	\$42.40
L4 PP2	\$45.26
L4 PP3	\$49.22
L4 PP4	\$54.33

Trainees

3. RichmondPRA undertakes to pay trainees in accordance with the rates of pay in Schedule Two – Commencement Pay Rates, of the Agreement, titled Miscellaneous Award 2010. Trainees will receive all other terms and conditions of employment under the Agreement relevant to the Award that the trainee would have been employed under but for the operation of the Agreement.



Overtime – Part-time Employees

-
4. Notwithstanding Clause 18.1(b) of the Agreement, part-time employees who but for the Agreement would be employed under the Supported Employment Services Award 2010 or the Miscellaneous Award 2010 will be entitled to overtime where they work in excess of their agreed hours, unless the agreed hours are varied in accordance with Clause 8.10 of the Agreement.

Overtime - Casual Employees

-
5. Notwithstanding Clause 18.1(c) of the Agreement, casual employees will be entitled to overtime where they work in excess of 38 hours per week.

Minimum Engagement – Part-time Employees

6. RichmondPRA undertakes to roster a part-time employee, who but for this Agreement would be employed under the Supported Employment Services Award 2010, for a minimum of three consecutive hours on any shift.
7. These undertakings are provided on the basis of queries raised by the Commission in the application before the Commission.

Signature:



Date: 18.3.19



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FLOURISH AUSTRALIA

ENTERPRISE AGREEMENT 2018

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PART A: APPLICATION & OPERATION OF AGREEMENT

1. Title

1.1 This Agreement will be known as the Flourish Australia Enterprise Agreement 2018.

2. Objective of Agreement

2.1 The objectives of this Agreement are to:

- (a) Create and maintain harmonious industrial relations at Flourish Australia.
- (b) Facilitate service delivery that is conducted with integrity, efficiency, effectiveness, fairness, impartiality and economy.
- (c) Strengthen Flourish Australia's competitive advantage through improvements in service provision, quality, flexibility and equity.
- (d) Provide an environment that is free from all forms of discrimination and harassment.
- (e) Foster the development of a positive, safe and productive workplace culture underpinned by co-operative and consultative approaches to work.
- (f) Ensure consistency, where possible, across the whole of the Flourish Australia workforce in applying terms and conditions.
- (g) Continue to have a secure, permanent and growing workforce.

3. Operation of Agreement

3.1 This Agreement shall be binding according to its terms upon the following:

- (a) RichmondPRA Ltd and its wholly owned subsidiary RichmondPRA Services Ltd, both trading as Flourish Australia Services and referred to throughout this Agreement as Flourish Australia;
- (b) ASU - NSW Branch;
- (c) HSU - NSW Branch; and
- (d) All those employees of Flourish Australia performing work within the classification structure of the Agreement and who but for the Agreement would be covered by:
 - (i) SCHCADS Award;
 - (ii) SES Award;
 - (iii) HPSS Award; and
 - (iv) Misc Award

3.2 Employees not covered by this Agreement include:

- (a) Senior Leadership Team employees, including the CEO;
- (b) Supported Employees working in Flourish Australia's Community Businesses; and
- (c) Those employees who have an aggregate salary above the high-income threshold as per section 333 of the Fair Work Act 2009.

3.3 All clauses of this Agreement will apply to all employees except where it is stated that a particular Clause applies only to one or more classes of employee.

- 3.4 The terms of this Agreement will commence seven (7) days after it is approved by the FWC and will nominally expire on 1 January 2021 (the “Nominal Period”). This Agreement is intended to replace all other applicable industrial instruments in force at the time of its lodgment, as defined in the Definitions section of this Agreement.
- 3.5 This Agreement has been developed in consultation with the HSU-NSW Branch and the ASU-NSW Branch.
- 3.6 Flourish Australia will ensure that copies of this Agreement, the NES and policies and procedures are available to all employees to whom they apply via hard copy in an easily accessible place or by electronic means via the Flourish Australia Intranet.

4. Agreement Flexibility

- 4.1 Flourish Australia and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this agreement if:
- (a) the agreement deals with one (1) or more of the following matters:
 - (i) arrangements for when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances; and
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of Flourish Australia and the employee in relation to 1 or more of the matters mentioned in clause 4.1(a); and
 - (c) the arrangement is genuinely agreed to by Flourish Australia and the employee.
- 4.2 Flourish Australia must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Fair Work Act 2009; and
 - (b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 4.3 Flourish Australia must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and

- (iii) how the employee will be better off overall in relation to the terms and conditions of the employee's employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- 4.4 Flourish Australia and the employee must have genuinely made the individual flexibility arrangement without coercion or duress.
- 4.5 Flourish Australia must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 4.6 Where Flourish Australia seeks to enter into an individual flexibility arrangement, Flourish Australia must provide a written proposal to the employee. Where the employee's understanding of written English is limited, Flourish Australia must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 4.7 Flourish Australia or the employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the Flourish Australia and the employee agree in writing, at any time.

5. Definitions

Act means the Fair Work Act 2009 (Cth), as amended from time to time.

Agreement means The Flourish Australia Enterprise Agreement 2018.

ASU means the Australian Services Union, NSW Branch.

Base Rate of Pay means the hourly rate of pay exclusive of any penalties, bonuses, loadings or overtime.

CEO is the Chief Executive Officer of Flourish Australia.

Consultation means the conferring (including the provision of relevant and appropriate information) between Flourish Australia and those employees whose conditions of employment are covered by this Agreement, and where they choose, their nominated representatives, in such a way that the participants would have the opportunity to contribute to and influence the decision-making process. Consultation does not mean having to reach agreement.

Continuous Service is defined by the Act.

FWC means Fair Work Commission.

Home Care Employee means an employee who provides personal care, domestic assistance or home maintenance to an aged person or a person with a disability in a private residence.

HSU means the Health Services Union-NSW Branch

NES means the National Employment Standards.

Ordinary Pay includes: the base rate of pay and any applicable over-agreement payments for ordinary hours of work. It does not include, shift or weekend penalties.

Relevant Modern Award means one of the following modern Awards listed below, as varied from time to time, that would, but for the operation of this Agreement, have covered employees:

- SCHCADS Award means Social, Community, Home Care and Disability Services Industry Award 2010
- SES Award means Supported Employment Services Award 2010
- HPSS Award means Health Professionals and Support Services Award 2010
- Misc Award means Miscellaneous Award 2010

Representative means anyone chosen by the employee including an employee of Flourish Australia, a union representative or delegate who, by virtue of the employee's choice to be represented, acts for and represents the employee in relation to any matter in this Agreement.

Trainee means an employee undertaking a traineeship under a training contract that:

- has been approved by the relevant State or Territory training authority; and
- meets the requirements of a training package developed by the relevant Skills Service Organisation and endorsed by the Australian Industry and Skills Committee; and
- leads to an AQF certificate level qualification.

Traineeship means a system of training which has been approved by the relevant State or Territory training authority, which meets the requirements of a training package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AQF certificate level qualification.

6. Consultation Regarding Major Workplace Change

6.1 Flourish Australia is committed to open discussion and direct consultation with employees regarding workplace change. This term applies if Flourish Australia:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major Change

6.2 For a major change referred to in Clause 6.1(a)

- (a) Flourish Australia must notify the relevant employees and their representatives (for example, the relevant Union/s), if any, of the decision to introduce the major change; and
- (b) Clauses 6.3 to 6.9 apply.

6.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.

6.4 If:

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

Flourish Australia must recognise the representative.

6.5 As soon as practicable after making its decision, Flourish Australia must:

- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures Flourish Australia is taking to avert or mitigate any adverse effect of such change(s) on the employees; and
- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.

6.6 However, Flourish Australia is not required to disclose confidential or commercially sensitive information to the relevant employees.

6.7 Flourish Australia must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

6.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Flourish Australia, the requirements set out in Subclause 6.2(a) and Clauses 6.3 and 6.5 are taken not to apply.

6.9 In this term, a major change is likely to have a significant effect on employees if it results in:

- (a) the termination of the employment of employees; or
- (b) major change to the composition, operation or size of Flourish Australia's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

6.10 For a change referred to in subclause 6.1(b):

- (a) Flourish Australia must notify the relevant employees of the proposed change; and
- (b) Subclauses 6.11 to 6.15 apply.

6.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.

- 6.12 If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
- Flourish Australia must recognise the representative.
- 6.13 As soon as practicable after proposing to introduce the change, Flourish Australia must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 6.14 However, Flourish Australia is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 6.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 6.16 In this clause “relevant employees” means the employees who may be affected by a change referred to in Subclause 6.1.
- 6.17 The requirement to consult under this Clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- 6.18 These provisions are to be read in conjunction with other Agreement provisions contained in this Agreement concerning the scheduling of work and notice requirements.

7. Dispute Resolution and Settlement Procedure

- 7.1 Flourish Australia and its employees have an interest in the proper application of this Agreement, and in minimising and settling disputes about matters in this Agreement in a timely manner. However, it is recognised that disputes in the workplace can happen. This dispute resolution procedure will apply to disputes about:
- (a) matters arising under this Agreement; or
 - (b) matters in relation to the NES.
- 7.2 Any party to a dispute can choose to be represented in relation to that dispute. If such a choice has been made, the other parties to the dispute will allow the chosen representative to be involved in all the processes set out below.

7.3 All parties to a dispute, and chosen representatives, will participate in all processes in good faith.

Dispute resolution

7.4 In the event of a dispute, in the first instance the parties must attempt to resolve the matter at the workplace level, including, but not limited to:

- (a) discussions between the employee or employees concerned and the relevant manager; and
- (b) if such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by arranging further discussions between the employee or employees concerned and more senior levels of management, as appropriate.

7.5 If a dispute is unable to be resolved at the workplace, a party to the dispute may refer the dispute to the FWC.

7.6 The parties may agree on the process to be utilised by the FWC including mediation, conciliation and arbitration.

When a dispute is unresolved

7.7 Where the matter in dispute remains unresolved, the FWC may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.

7.8 Each party to a dispute must, at all times, continue to perform their obligations under this Agreement, their obligations contained within their contract of employment, and continue to work in accordance with existing custom and practice.

7.9 While the parties are trying to resolve the dispute using the procedures in this clause:

- (a) an employee must continue to perform their work as they would normally unless they has a reasonable concern about an imminent risk to their health or safety; and
- (b) an employee must comply with a direction given by Flourish Australia to perform other available work at the same workplace, or at another workplace, unless:
- (c) the work is not safe; or
 - (i) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (ii) the work is not appropriate for the employee to perform; or
 - (iii) there are other reasonable grounds for the employee to refuse to comply with the direction.

7.10 Flourish Australia or the employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this Clause.

PART B: EMPLOYMENT RELATIONSHIP

8. Categories of Employment

- 8.1 Flourish Australia employees shall be employed on terms that correspond with one of the following categories of employment: -
- (a) Permanent full-time employees;
 - (b) Permanent part-time employees;
 - (c) Closed-period employees; or
 - (d) Casual employees.
- 8.2 Flourish Australia is committed to having permanent employees. This Clause places no limits on the form and mix of employment arrangements.
- 8.3 At the time of engagement, Flourish Australia will advise each employee in writing of the terms of their engagement and in particular whether they are to be a permanent full-time employee, a permanent part-time employee, a closed-period employee, or a casual employee.
- 8.4 Flourish Australia may request employees to work reasonable additional hours, when reasonably required.
- 8.5 All employees are subject to an initial six (6) month probationary period of employment.

Permanent full-time employees

- 8.6 A permanent full-time employee works for a period of 38-ordinary hours per week or an average of 38-hours per week over a normal roster cycle.

Permanent part-time employees

- 8.7 A permanent part-time employee works for a specified number of hours which are less than those prescribed for a permanent full-time employee.
- 8.8 A permanent part-time employee will receive the entitlements of a permanent full-time employee on a pro-rata basis.
- 8.9 A permanent part-time employee shall be paid an hourly rate as defined by their full-time equivalent classification level.
- 8.10 Before commencing employment, Flourish Australia and the employee will agree in writing on a regular pattern of work including the number of hours to be worked each week, the days of the week the employee will work and the starting and finishing times each day. Any agreed variation to the regular pattern of work will be recorded in writing including the minimum number of hours to be worked each week.

Review of part-time hours

- 8.11 A part-time employee who consistently works more than their specified minimum ordinary hours of work over a 12 month period may request an increase to their minimum ordinary hours.

- 8.12 Subject to Flourish Australia’s operational requirements, and with regards to Clause 8.11, Flourish Australia will not unreasonably withhold agreement to increase a part-time employee’s minimum ordinary hours.
- 8.13 In making its decision, Flourish Australia will take into account the following:
- (a) the operational requirements of the service(s) where the part-time employee has worked;
 - (b) whether the additional hours were due to a temporary staffing gap, such as the employee covering a period of leave (for example, parental leave, long service leave, or an extended period of leave due to injury or illness); or
 - (c) whether the increased hours were due to a temporary need for extra hours, for example, due to a temporary increase in a person accessing the service needs.
- 8.14 Flourish Australia will notify the employee of its decision, in writing, within 21 days of the request under clause 8.11 being made, and if the request is denied, will outline the reasons for the decision. If Flourish Australia agrees to the request, Flourish Australia and the part-time employee will agree on the increased hours, in writing. If an agreement cannot be reached, Flourish Australia will have the final say as to the new hours of work of the employee.

Closed-period employees

- 8.15 A closed-period employee works for a specified period of time or for a period intended to conclude on the occurrence of a condition subsequently identified prior to employment commencing, or Trainees engaged for a set period.
- 8.16 A closed-period employee may be on a full-time or part-time basis.
- 8.17 A closed-period employee may be terminated at any point within the duration of the contract period with the provision of appropriate notice as documented in the Employment Contract.
- 8.18 Severance provisions are not applicable to closed-period employees.
- 8.19 When offering employment on a closed-period basis, Flourish Australia will advise the individual for the position of the temporary nature of the employment, and the actual or expected duration of employment.
- 8.20 Closed-period employees will only be engaged when there is a genuine need for a closed-period contract. A genuine need arises when:
- (a) funding is not expected to be recurrent or when sufficient ambiguity exists with the funding and it cannot be reasonably determined if the funding will be recurrent; or
 - (b) to replace an employee who is expected to return to their substantive position, for example, an employee on parental leave or one who has a reasonable adjustment in place; or
 - (c) for the temporary provision of specialist skills that are not available within the organisation for a specified period of time; or

- (d) to fill short term vacancies during the recruitment and selection process resulting from the cessation of employment of a permanent employee.

8.21 Where a closed-period employee accepts an offer of continuing employment in a permanent position within Flourish Australia, service during the closed-period will be recognised for the purpose of continuity of service.

Closed-period conversion

8.22 A closed-period employee who has been engaged for a period of greater than four (4) years on a closed-period contract may elect, in writing, to have their contract of employment converted to permanent full-time or permanent part-time (as applicable based on hours worked during this period).

8.23 Flourish Australia shall provide a written response to a request for closed-period conversion within 21 working days of receipt of the employee's written request.

Casual employees

8.24 Casual employees work by the hour and are paid on an hourly basis that includes a 25% loading in lieu of the paid leave entitlements of full time employees. .

8.25 Casual employees will be engaged for a minimum period of three (3) hours each shift, except in the case of a home care employee who will be engaged for a minimum period of one (1) hour each shift.

Casual conversion

8.26 A casual employee who has been engaged on a regular and systematic basis for a minimum continuous period of six (6) months may elect, in writing, to have their contract of employment converted to full-time or part-time employment.

8.27 Casual conversion will not apply where a casual employee has covered the absences of employees that are expected to return to work or due to funding arrangements.

8.28 If a casual conversion is approved, the new permanent contracted hours will reflect at a minimum the average number of casual hours the employee worked over the previous six (6) month period.

8.29 Flourish Australia shall provide a written response to a request for casual conversion within 21 working days of receipt of the casual employee's written request.

9. Termination of Employment

9.1 Employment will be terminated by Flourish Australia or the employee on the provision of the applicable notice as set out in Clauses 9.5 and 9.6. Provided that employment may be terminated by part of the period of notice specified, and part payment by Flourish Australia or part forfeiture by the employee, in lieu of the period of notice specified.

9.2 In respect of any forfeiture by the employee of wages in lieu of notice, the employee may at any time authorise Flourish Australia to deduct from their wages payable up to, or on termination, relevant wages payable in lieu of notice. Should Flourish Australia not receive

such an authorisation from the employee and make the applicable deduction in whole, Flourish Australia may forthwith recover from the employee such outstanding payment or sum or amount payable or owing by the employee pursuant to this clause in any court of competent jurisdiction.

- 9.3 In respect of the requirement for Flourish Australia to provide or pay notice under this Clause, nothing in this Clause shall exclude the application of Subdivision C of Division 11 of Part 2-2 of the Fair Work Act 2009.
- 9.4 Nothing in this Agreement affects Flourish Australia's right to dismiss an employee without notice for Serious Misconduct. An employee whose employment is terminated on the grounds of Serious Misconduct shall only be entitled to be paid for the time worked up to the time of dismissal and any annual leave or long service leave entitlements accrued to such time.
- 9.5 The required period of notice given by both Flourish Australia, where Flourish Australia initiates termination of employment, or by the employee, where the employee initiates termination of the Employment Contract, shall be:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year but less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years and over	4 weeks

- 9.6 In addition to the notice above, an employee over 45 years of age at the time of Flourish Australia giving notice, with at least two (2) years of continuous service, will be entitled to an additional week's notice.
- 9.7 Flourish Australia will calculate any payment in lieu of notice using the base rate of pay during the period of notice.
- 9.8 Any payment payable by Flourish Australia to the employee as at the date of termination will be paid on the pay day following the date of termination, provided that the employee may request, and Flourish Australia may agree at its complete discretion to make payment at any time between the date of termination and the pay day following the date of termination.

Abandonment of Employment

- 9.9 Where an employee is considered to have been absent from duty for a continuous period of three (3) rostered shifts without prior advice to their manager or the approval of Flourish Australia, or without apparent proper cause, Flourish Australia will send a certified letter or email to the employee's last known address or email address asking reasons for the absence from duty and directing the employee to return to duty.
- 9.10 If an employee fails to respond either verbally or in writing to the manager or person nominated in the letter or email within three (3) working days after sending the certified letter or email, and fails to comply with the directions outlined in the letter or email, the employee will be considered to have abandoned their employment and will be deemed to have terminated their employment contract with Flourish Australia.

- 9.11 If in the event that the employee identifies an exceptional circumstance for not responding to Flourish Australia’s request with respect to Clauses 9.9 and 9.10, such as being unable to respond due to hospitalisation of the employee, Flourish Australia may reinstate the employee without loss of continuity of service, excluding any period of unpaid leave.
- 9.12 If an employee’s employment is terminated pursuant to Clause 9.10, Flourish Australia will comply with the notice provisions as provided for in Clauses 9.5 and 9.6.

10. Redundancy

- 10.1 Flourish Australia is committed, wherever possible, to maximising the job security of its employees and will pursue the principle of retaining the services of, and offering job opportunities to existing employees.
- 10.2 Where job reductions are required as a consequence of change, the objective will be to minimise impacts on employees and on people accessing Flourish Australia’s services, without aggregate increases to workloads on employees, or diminishing quality of care delivered to people accessing Flourish Australia’s services.
- 10.3 Redundancy (or termination on the basis of genuine operational reasons) will occur where Flourish Australia has made a definite decision that the organisation no longer wishes the job the employee has been doing to be done by anyone or any one person.
- 10.4 Where job reductions are to occur, Flourish Australia will initiate consultation with affected employees in accordance with the consultation Clause 6 of this agreement.
- 10.5 During the period of notice of termination of employment given by Flourish Australia for reason of redundancy, an 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.

Severance provisions

- 10.6 In addition to the period of notice provided for ordinary termination, if employment is terminated for reasons set out in this Clause, an employee shall be entitled to the following severance pay in respect of a continuous period of service:

Period of Continuous Service	Payment
Less than 1 Year	Nil
At least 1 year but less than 2 years	4 weeks pay
At least 2 years but less than 3 years	6 weeks pay
At least 3 years but less than 4 years	7 weeks pay
At least 4 years but less than 5 years	8 weeks pay
At least 5 years but less than 6 years	10 weeks pay
At least 6 years but less than 7 years	11 weeks pay
At least 7 years but less than 8 years	13 weeks pay
At least 8 years but less than 9 years	14 weeks pay
At least 9 years	16 weeks pay

- 10.7 A ‘weeks pay’ means the ordinary time rate of pay excluding overtime or penalties.

- 10.8 A 'week's pay' for part-time employees shall be determined by the weekly hours worked contained in the employee's contract of employment.
- 10.9 This Clause does not apply to the following employees:
- (a) casual employees;
 - (b) an employee whose period of continuous service with the Flourish Australia is less than 12 months;
 - (c) an employee employed for a specified period of time, for a specified task, or for the duration of a specified season;
 - (d) an employee whose employment is terminated because of serious misconduct;
 - (e) an employee (other than an apprentice) to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement.
- 10.10 Clause 10.6 is subject to a grand parenting provision. An employee who would have otherwise been entitled to a more generous severance provision under the Richmond Fellowship of NSW Collective Agreement 2007 than provided for in Clause 10.6 will have the Richmond Fellowship of NSW Collective Agreement 2007 entitlement preserved under this Agreement.

Transfer to lower paid duties

- 10.11 Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and Flourish Australia may, at Flourish Australia's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing. Flourish Australia may also have the option to continue to pay the employee at their previous rate of pay whilst completing the work of the lower paid position, for the period of notice applied.

11. Span of Hours

- 11.1 The span of ordinary hours of work for employees will be in accordance with the following:
- (a) 6am to 8pm, Monday to Sunday for employees who would, but for this Agreement, be covered by the SCHADS Award.
 - (b) 6am to 6pm Monday to Friday for employees who would, but for this Agreement, be covered by the HPSS Award.
 - (c) 6am to 6pm Monday to Sunday for employees who would, but for this Agreement, be covered by the SES Award; and
 - (d) 7am to 7pm Monday to Friday for employees who would, but for this Agreement, be covered by the Misc Award.

12. Hours of Work and Rostering

- 12.1 Reasonable Additional Hours
- (a) All hours worked over an average of 38 ordinary hours per week, will be deemed to be additional hours.

- (b) All hours worked by part-time employees beyond their guaranteed minimum number of hours will be treated as additional hours for the purpose of this Sub-clause.
- (c) From time to time, full-time employees may be required to work reasonable additional hours.
- (d) Part-time employees may be asked, but not required, to work reasonable additional hours.
- (e) All additional hours worked will be paid in accordance with this Agreement.
- (f) Flourish Australia may not request or require an employee to work additional hours in circumstances where the working of the additional hours would result in the employee working hours which are unreasonable having regards to (refer to Section 62 of the Act):
 - (i) any risk to employee health and safety from working the additional hours;
 - (ii) the employee's personal circumstances, including family responsibilities;
 - (iii) the needs of the workplace or enterprise in which the employee is employed;
 - (iv) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
 - (v) any notice given by Flourish Australia of any request or requirement to work the additional hours;
 - (vi) any notice given by the employee of their intention to refuse to work the additional hours;
 - (vii) the usual patterns of work in the industry, or the part of an industry, in which the employee works;
 - (viii) the nature of the employee's role, and the employee's level of responsibility;
 - (ix) whether the additional hours are in accordance with averaging terms included under Section 63 in a modern award or enterprise agreement that applies to the employee, or with an averaging arrangement agreed to by Flourish Australia and employee under Section 64;

12.2 Arrangement of Hours

- (a) The ordinary hours of work, exclusive of meal times, shall not exceed an average of 38 hours per week
- (b) The hours of work prescribed in Sub-clause (a) may be arranged as follows:
 - (i) 76 hours per fortnight to be arranged so that each employee shall not work their ordinary hours on more than ten days in the fortnight; or
 - (ii) 152 hours in a 28 calendar-day cycle to be arranged so that each employee shall not work their ordinary hours on more than 20 days in the 28 calendar-day cycle; or
 - (iii) or 152 hours in a 28 calendar-day cycle to be arranged so that each employee shall not work their ordinary hours on more than 19-days with the twentieth day taken as an accrued paid day off (ADO); or

- (iv) as otherwise agreed in writing between the Flourish Australia and the employee.
- 12.3 Employees, other than casual employees, will be free from duty for not less than two (2) full days in each week or four (4) full days in each fortnight or eight (8) full days in each 28-day cycle. These days are referred to as Rostered Days Off (RDO's). Where practicable, days off will be consecutive.
- 12.4 Each shift shall consist of no more than 10 hours of work at ordinary time (not including unpaid breaks).
- 12.5 Employees will not be required to work more than six (6) days in a row, or in the case of night shift, employees will not be required to work more than five (5) nights in a row.
- 12.6 Rest Breaks between Periods of Work
 - (a) An employee will have a rest break of not less than ten (10) hours from the end of one shift or period of work and the start of another.
 - (b) Notwithstanding the provisions of Sub-clause 12.6(a), by agreement between Flourish Australia and an employee:
 - (i) the end of a shift and the commencement of a shift contiguous with the start of a sleepover; or
 - (ii) a shift commencing after the end of a shift contiguous with a sleepover
 - (iii) may not be less than eight hours.
 - (c) Clause 12.6 will not apply to an employee performing remote response work where that work commences within three (3) hours of the start of their shift.
- 12.7 Rosters
 - (a) Flourish Australia shall make available for each employee, in a form accessible to the employee, a roster which includes the following information:
 - (i) the ordinary hours of work for each employee;
 - (ii) each sleepover; and
 - (iii) ADO's where applicable.
 - (b) The roster shall be displayed two weeks prior to the commencing date of the first working period in any roster subject to Clauses 12.7(c) and 12.7(e).
 - (c) The roster and changes to the roster may be communicated to an employee in a range of ways including: hard copy in a place conveniently accessible to an employee; telephone; direct contact; mail; email; text message or facsimile.
 - (d) It is not obligatory for a roster to display ordinary hours of work of casual or relieving employees.
 - (e) Notwithstanding Clause 12.7(b), a roster may be altered by Flourish Australia:
 - (i) providing seven (7) days' notice to the employee; or
 - (ii) at any time, so as to enable the service of the organisation to be carried on:
 - (A) where another employee is un-expectedly absent from duty; or

- (B) in the event of an emergency.
- (iii) in accordance with Clause 12.8 Client Cancellation; or
- (iv) where Flourish Australia and the employee/s affected agree.

12.8 Client Cancellation

- (a) For home-care employees, where a person accessing Flourish Australia's service cancels or changes the rostered home-care service, the employee will be provided with notice of a change in roster by 5.00 pm the day prior to the shift and, in such circumstances no payment will be made to the employee. If a full-time or part-time employee does not receive such notice, the employee will be entitled to receive payment for their minimum specified hours on that day.
- (b) Flourish Australia may direct the employee to make-up time equivalent to the cancelled time, in that or the subsequent fortnightly period. This time may be made up working with other people accessing Flourish Australia's service or in other areas of Flourish Australia's business providing the employee has the skill and competence to perform the work.

12.9 Broken shifts

- (a) Broken shifts only apply to social and community services employees when undertaking disability services work and to home-care employees.
- (b) A broken shift means a shift worked by an employee that includes one or more unpaid breaks (other than a meal break) and where the span of hours is not more than twelve (12) hours.
- (c) Payment for a broken shift will be at ordinary pay with penalty rates and shift allowances in accordance with Clause 17.8, with shift allowances being determined by the finishing time of the broken shift.
- (d) All work performed beyond the maximum span of twelve (12) hours for a broken shift will be paid at double time.
- (e) An employee must receive a minimum break of ten (10) hours between broken shifts rostered on successive days.

12.10 Excursions

- (a) Where an employee agrees to supervise people accessing the service in excursion activities involving overnight stays from home, the following provisions will apply:
 - (i) Monday to Friday
 - (A) Payment at the ordinary rate of pay for ordinary hours worked between the hours of 8.00am to 6.00pm up to a maximum of 10 hours per day.
 - (B) Payment at overtime rates for all additional hours worked.
 - (ii) Saturday
 - (A) Ordinary hours worked between midnight Friday and midnight Saturday will be paid for at the rate of time and half. Any additional hours worked will be paid for at Saturday overtime rates.
 - (iii) Sunday

- (A) Payment at double time for all hours worked between midnight Saturday and midnight Sunday.
- (iv) Payment of the Sleepover Allowance for each occasion an employee is required to sleep overnight at the person accessing the service's location, in accordance with the provision of Clause 19.9.
- (v) The employer and employee may agree to the accrual of time off in lieu of overtime payments in accordance with Clause 18.10
- (b) Where an employee involved in overnight excursion activities is required to work on a Saturday and/or Sunday, the days worked in the two week cycle, including that weekend will not exceed 10 days.
- (c) Despite Sub-clause 12.10(b), where an employee works in excess of 10 days in a two (2) week cycle those days worked beyond 10 days will be paid at overtime rates up to a maximum of 10 hours per day.

12.11 24 Hour Care

- (a) Where a Home-Care Employee agrees to work a 24 hour care shift the following provisions will apply:
 - (i) A 24 hour care shift requires a Home-Care Employee to be available for duty in a person accessing the service's home for a 24 hour period. During this period, the employee is required to provide the person accessing the service with the services specified in the care plan. The employee is required to provide a total of no more than eight hours of care during this period.
 - (ii) The employee will normally have the opportunity to sleep during a 24 hour care shift and, where appropriate, a bed in a private room will be provided for the employee.
 - (iii) The employee engaged will be paid eight hours work at 155% of their appropriate rate for each 24 hour period.

13. Accrued Days Off

- 13.1 An accrued day off (ADO) for the purpose of this Agreement is a paid day that a full-time employee has off duty when working in accordance with an average hour's system.
- 13.2 Part-time and casual employees do not accrue ADOs.
- 13.3 A full-time employee whose ordinary hours of work are arranged in accordance with Clause 12.2(b)(iii) shall be entitled to accrue an ADO in each cycle of 28 days giving regards to local operational issues. The ordinary hours of work on each of those days shall be arranged to include a proportion of one (1) hour on the basis of 0.4 of one (1) hour for each 8-hour shift worked, which shall accumulate towards the employee's allocated day off duty on pay.
- 13.4 The taking of ADOs shall be determined by mutual agreement between the employee and Flourish Australia having regard to the needs of the place of employment or sections thereof. ADOs shall not be rostered on public holidays.
- 13.5 Where Flourish Australia and the employee agree, up to five (5) ADOs may be accumulated and taken in conjunction with the employee's annual leave or at another agreed time.

- 13.6 Where more than five (5) days of ADOs have been accumulated, Flourish Australia may require the employee to:
- (a) take the ADOs within three (3) months; or
 - (b) be paid out the ADOs at ordinary pay.
- 13.7 No time towards an ADO shall accumulate during periods of workers' compensation, unpaid parental leave, long service leave, any period of unpaid leave, annual leave or on an ADO.
- 13.8 Credit towards an ADO shall continue to accumulate whilst an employee is on paid personal/carers leave. Where an allocated ADO falls during a period of personal/carers leave, the employee's available personal/carers leave shall not be debited for that day.
- 13.9 Employees entitled to ADOs shall continue to accrue credits towards them in respect of each day those employees are absent on leave in accordance with Clause 30 - Public Holidays.
- 13.10 An employee will be paid for any accumulated ADOs, at ordinary pay, on the termination of their employment, for any reason.
- 13.11 By agreement with Flourish Australia, an employee may cash-out any accumulated ADOs at ordinary pay.

14. Meal Breaks and Rest Breaks During Work

- 14.1 Each employee who works in excess of five (5) hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes duration, to be taken at a mutually agreed time after commencing work.
- 14.2 When an employee, who, but for this Agreement would be covered by the SCHADS Award, is required by Flourish Australia to have a meal break with a person or people accessing Flourish Australia's services as part of their normal work routine, they will be paid for the duration of the meal period at the ordinary rate of pay. This paid meal period is to be counted as time worked.
- 14.3 With the exception of Clause 14.2, where an employee is required to work during a meal break and continuously thereafter, they will be paid overtime for all time worked until the meal break is taken.
- 14.4 An employee is entitled to take reasonable paid breaks from work during the course of the working day or shift to rest and recuperate as long as these breaks do not interfere with the employee's ability to complete the inherent duties associated with their position, or the area's ability to function effectively. These breaks should total no more than 10 minutes per 4 hours of rostered hours and will be counted as time worked.
- 14.5 Clause 14.1 is subject to a grand parenting provision. This means that an employee who would have otherwise been entitled to a more generous meal break entitlement, under Clause 15 of The Richmond Fellowship of NSW Collective Agreement 2007, will continue to receive that benefit under this Agreement.

PART C: CLASSIFICATIONS, SALARIES & ALLOWANCES

15. Range of Duties

- 15.1 Employees may be required to perform a broader range of duties, in particular those tasks which are incidental and/or peripheral to the employees' major duties. The performance of such broader range of duties shall be subject to consultation with the employee, to Flourish Australia's commitment to providing a safe and healthy working environment, to the employee where necessary having been trained to perform the duties in question, and to the range of duties not being designed to promote de-skilling.
- 15.2 Employees who have been seconded to another position within Flourish Australia for a specific duration, or who are on an approved absence from work, will be consulted about changes which effect their substantive position.

16. Rates of Pay and Classifications

- 16.1 The Parties to this Agreement acknowledge the Equal Remuneration Order (ERO) of the (then) FWC dated 1 February 2012, determining minimum pay rates under the SCHCADS Award, and subsequent decisions regarding the implementation of increases pursuant to the ERO of 22 June 2012. It is also acknowledged that employees working in different states may commence on different pay rates as a result of the complex transitional arrangements following the determination of the ERO.
- 16.2 Where possible, all positions shall be classified in accordance with the classification descriptors identified and will be paid the corresponding minimum salary rate, as specified and read in conjunction with Schedule B of the relevant Modern Award(s), and Schedule E of the SCHCADS Award, in the case of home-care employees, and Clause(s) relating to minimum wages of the relevant Modern Award(s) where the employee would, but for this Agreement be engaged. This Clause is pursuant to Section 206 of the Act.
- 16.3 The minimum rates of pay will be varied from time to time in accordance with decisions of the FWC and as set out in the relevant Modern Award where the employee would, but for this Agreement be engaged.
- 16.4 In this regard, Flourish Australia acknowledges that there may be up to three (3) increases to the rates of pay in each year of the Agreement for employees, who but for this Agreement, would be engaged at level 2 and above under the Social and Community Services Sector of the SCHCADS Award:
- (a) FWC annual wage review, effective from first full pay period after 1 July in each year;
 - (b) ERO increases, effective from first full pay period after 1 December in each year (until December 2019); and
 - (c) Pay point (increment) increases on anniversary, where applicable to the SCHCADS Award.
- 16.5 The base rate of pay excludes:
- (a) overtime;
 - (b) penalty rates;
 - (c) shift allowances;

- (d) special rates;
- (e) fares and travelling allowances;
- (f) bonuses; and
- (g) any other allowance of a like nature.

- 16.6 Employees will be paid no less than 2% higher than the minimum rate of pay for their classification as specified in accordance with Schedule B (Schedule E for home-care employees) and Clause(s) relating to the minimum wages of the relevant Modern Award(s) where the employee would, but for this Agreement be engaged, except for employees nominally engaged at level 2 and above under the Social and Community Services Sector of the SCHCADS Award by reason(s) of Clauses 16.1 and 16.4.
- 16.7 This rate of pay in Clause 16.6 will be automatically adjusted each year in line with the relevant Modern Award increases as determined by the FWC.
- 16.8 Should the employee be paid above the applicable base rate of pay, the adjustment referred to in 16.6 may be partially or completely absorbed, providing the employee is paid no less than 2% higher than the minimum rate of pay for their classification.
- 16.9 Flourish Australia is committed to growing its workforce over the life of this Agreement. In doing so Flourish Australia may choose to develop a traineeship program. Before doing so, Flourish Australia will consult with the unions party to this agreement on the development and implementation of such a program and consider in good faith suggestions and alternatives raised by the unions in relation to attracting and retaining a skilled workforce.

Pay Point Progression

- 16.10 A permanent employee who, but for the Agreement would be covered by the SCHCADS Award or HPSS Award shall automatically move from pay point to pay point within a classification level after each 12 month's continuous service.
- 16.11 However, Clause 16.10 will not automatically apply if an employee has been alerted to poor performance at least three (3) months before their anniversary date and given a reasonable opportunity to address the concerns raised before they then receive their increment.
- 16.12 Clauses 16.10 and 16.11 only apply where the employee is nominally engaged under a relevant Modern Award where pay point progression applies.

17. Penalty Rates

- 17.1 Permanent employees who, but for this Agreement, would be covered by the relevant Modern Award(s) described in Clause 17.8 shall be paid the applicable loading prescribed in Clause 17.8 for the appropriate shifts worked, which are not overtime shifts, in addition to their ordinary rate of pay.
- 17.2 For the purpose of Clause 17.8, "not-cumulative" means that a casual loading is added on the base rate of pay only.
- 17.3 With the exception of work performed Monday to Friday by an employee who, but for this Agreement, would be covered by the Misc Award, if an employee is entitled to any of the penalties prescribed in Clauses 17.4 to 17.7, it shall be for the whole shift.

- 17.4 Saturday means any approved work between midnight Friday and midnight Saturday.
- 17.5 Sunday means any approved work between midnight Saturday and midnight Sunday.
- 17.6 A public holiday means midnight on the night prior to the public holiday and midnight of the public holiday.
- 17.7 Unless otherwise stated, afternoon and night shifts prescribed in Clause 17.8 are applicable Monday to Friday only.
- 17.8 Shift penalty table: -

Award	Sub-clause	Shift	Shift Hours	Loading	In the case of a casual employee:
Social, Community, Home Care and Disability Services Industry Award 2010	a.	Afternoon Shift	Finish after 8pm and at or before 12 midnight	12.50%	Plus 25% casual loading (not cumulative)
	b.	Night Shift	Finish after 12 midnight or commences before 6am	15%	
	c.	Saturday Shift	See Clause 17.4	50%	In substitution for the 25% casual loading
	d.	Sunday Shift	See Clause 17.5	100%	
	e.	Public Holiday Shift	See Clause 17.6	150%	Plus 25% casual loading (not cumulative)
Supported Employment Services Award 2010	f.	Afternoon Shift	Finish after 6pm and at or before 12 midnight	15%	Plus 25% casual loading (not cumulative)
	g.	Night Shift	Finish after 12 midnight and at or before 8am	30%	
	h.	Saturday	See Clause 17.4	50%	
	i.	Sunday	See Clause 17.5	100%	
	j.	Public Holiday Shift	See Clause 17.6	150%	
Health Professionals and Support Services Award 2010	k.	Monday to Friday shifts	Finish between 6pm and 8am or commence between 6pm and 6am	15%	Plus 25% casual loading (not cumulative)
	l.	Saturday	See Clause 17.4	50%	75% for weekend work in lieu of casual loading
	m.	Sunday	See Clause 17.5	50%	
	n.	Public Holiday Shift	See Clause 17.6	150%	Plus 25% casual loading (not cumulative)
Miscellaneous Award 2010	o.	Monday to Friday	Loading is paid for work performed outside the hours	20%	Plus 25% casual loading (not cumulative)

			7am to 7pm.		
	p.	Saturday	See Clause 17.4	20%	
	q.	Sunday	See Clause 17.5	50%	
	r.	Public Holiday	See Clause 17.6	150%	In substitution for the 25% casual loading

18. Overtime

18.1 Overtime is paid in the following circumstances:

- (a) Where a full-time employee;
 - (i) works in excess of their ordinary hours;
 - (ii) works in excess of 10 hours per shift;
 - (iii) works on a rostered day off. This means the employee works on more than 10 days in a fortnight or more than 20 days in a 28-day cycle.
- (b) Where a part-time employee:
 - (i) works in excess of 10 hours per shift; and/or
 - (ii) works in excess of 76 hours per fortnight, where employed by the fortnight; and/or
 - (iii) works in excess of 152 hours per 4-weekly period, where employed on a 4-weekly basis; and/or
 - (iv) works on a rostered day off. This means the employee works on more than 10 days in a fortnight or more than 20 days in a 28-day cycle.
- (c) Where a casual employee (other than an employee who but for this Agreement would be covered by the Misc Award):
 - (i) works in excess of 10 hours per shift; and/or
 - (ii) works in excess of 76 hours per fortnight
- (d) Where an employee is deprived of part of their break between shifts or periods of work as required by Clause 12.6.

18.2 Overtime shall only be worked with the prior approval of Flourish Australia. Flourish Australia reserves the right to withhold payment of any overtime that has not been approved by an authorised delegate prior to the commencement of said overtime.

18.3 Overtime rates will be calculated upwards to the nearest 15 minutes as follows, for employees who, but for the operation of this Agreement, would have been covered by the Following Awards.

18.4 SCHCADS Award

- (a) Full-time employees
 - (i) Disability services, home care and day care employees - Monday to Saturday - time and a half for the first two hours and double time thereafter;

- (ii) Social and community services employees - Monday to Saturday - time and a half for the first three hours and double time thereafter;
 - (iii) Sunday - double time;
 - (iv) Public holiday - double time and a half; and
- (b) Part-time employees and casual employees
- (i) Monday to Saturday - time and a half for the first two hours and double time thereafter;
 - (ii) Sundays - double time;
 - (iii) Public holidays - double time and a half.
- (c) Overtime rates under this clause will be in substitution for, and not cumulative upon, the shift and weekend premiums prescribed in Clause 17 Penalties, and the casual loading at Clause 8.24.

18.5 HPSS Award

- (a) Monday to Saturday – time and a half for the first two hours and double time thereafter.
- (b) Sunday – double time.
- (c) Public holidays – double time and a half.
- (d) Overtime rates under this clause will be in substitution for, and not cumulative upon, the shift and weekend premiums prescribed in Clause 17 Penalty Rates.
- (e) When a casual employees is entitled to overtime, both the casual loading and the applicable overtime rate are calculated on their base rate of pay.

18.6 SES Award

- (a) Monday to Saturday – subject to clause 18.6(b), time and a half for the first two hours and double time thereafter.
- (b) After 12 noon Saturday, where such time is not part of an employee’s ordinary shift, and all day Sunday – double time.
- (c) Public holidays – double time and a half.
- (d) Overtime rates under this clause will be in substitution for, and not cumulative upon, the shift and weekend premiums prescribed in Clause 17 Penalty Rates.
- (e) When a casual employees is entitled to overtime. both the casual loading and the applicable overtime rate are calculated on their base rate of pay.

18.7 Misc Award – not including casual employees

- (a) Time and a half for the first three hours and double time thereafter.
- (b) Public holidays – double time and a half.

18.8 Recall to work overtime

An employee recalled to work overtime after leaving Flourish Australia’s or a person accessing the service premises will be paid for a minimum of two hours’ work at the appropriate rate for each time so recalled. If the work required is completed in less than two

hours the employee will be released from duty. This Clause does not apply to an employee performing remote response duties in accordance with Clauses 19.27 to 19.30.

18.9 Rest break during overtime

- (a) An employee recalled to work overtime after leaving Flourish Australia's or a person accessing the service premises and who is required to work for more than four (4) hours will be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours' overtime; all such time will be counted as time worked.
- (b) Where Flourish Australia is unable to provide a free meal, Flourish Australia will provide a meal allowance as prescribed in SCHEDULE THREE – ALLOWANCES.

Time Off Instead of payment for Overtime (TOIL)

- 18.10 An employee and Flourish Australia may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee. To avoid doubt, the provision of TOIL must be recorded in writing and be through mutual agreement.
- 18.11 An employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement to take time off instead of payment for overtime.
- 18.12 The period of time off that a permanent employee is entitled to take is the same as the number of overtime hours worked.
- 18.13 Time off must be taken within three (3) months after the overtime is worked.
- 18.14 If time off for overtime that has been worked is not taken within the period of three (3) months, Flourish Australia may direct the employee to take time off in the next pay cycle. TOIL that is converted to overtime will be paid at the overtime rate applicable to the overtime when it was worked, based on the rates of pay applying at the time payment is made.
- 18.15 If the employee requests at any time, to be paid for overtime covered by an agreement under clause 18.10 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked, based on the rates of pay applying at the time payment is made.
- 18.16 If, on the termination of the employee's employment, time off for overtime worked by the employee has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked, based on the rates of pay applying at the time payment is made.

19. Allowances

- 19.1 The following Allowances will be paid in accordance with the provisions found in SCHEDULE THREE – ALLOWANCES, dependent on the Award which but for this Agreement would have covered the employee.

Higher duties allowance

- 19.2 On occasion, employees may be called upon to perform duties in a higher classification than they are ordinarily contracted to work. When approved, higher duties will be paid in accordance with the provisions in SCHEDULE THREE – ALLOWANCES.

Re-imbusement of vehicle expenses

- 19.3 The re-imbusement of such expenses is subject to the prior approval from Flourish Australia to the use of a private vehicle for business purposes.
- 19.4 An employee required to use their own vehicle on Flourish Australia business will receive a reimbursement of expenses for the use of the vehicle in accordance with the rates provided in SCHEDULE THREE – ALLOWANCES.

Sleepover allowance

- 19.5 For the purpose of a sleepover, this Clause only applies to employees who, but for this Agreement, would be covered by the SCHCADS Award.
- 19.6 A sleepover means when Flourish Australia requires an employee to sleep overnight at premises where the person accessing the service for whom the employee is responsible is located (including respite care) and is not a 24 hour care shift or an excursion.
- 19.7 The provisions of Clause 12.7 apply for a sleepover. An employee may refuse a sleepover where Flourish Australia has provided the employee less than seven (7) day's notice, but only with reasonable cause.
- 19.8 The span for a sleepover will be a continuous period of eight (8) hours. Employees will be provided with a separate room with a bed, use of appropriate facilities (including staff facilities where these exist) and free board and lodging for each sleepover.
- 19.9 An employee who works a sleepover will be entitled to a sleepover allowance equivalent to three (3) hours payment at the employee's ordinary rate of pay. Such payment is compensation for the sleepover and for all necessary work up to two (2) hours duration during the sleepover period. Any necessary work in excess of two (2) hours during the sleepover period shall be compensated at overtime rates in addition to the sleepover allowance.
- 19.10 Flourish Australia may roster an employee to perform work immediately before and/or immediately after the sleepover period, but must roster the employee or pay the employee for at least four (4) hours' work for at least one of these periods of work. This payment is in addition to the Sleepover Allowance prescribed by Clause 19.9.

Overnight and travel allowance

- 19.11 When an employee is involved in travelling on duty, if Flourish Australia cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by Flourish Australia on production of receipted account(s) or other evidence acceptable to Flourish Australia.

- 19.12 An employee required to stay away from home overnight will be reimbursed the cost of reasonable accommodation and meals. Reasonable proof of costs so incurred is to be provided to Flourish Australia by the employee.
- 19.13 Any other payments, including compensation for travel to and from training and/or conferences will be managed in accordance with the rates provided in SCHEDULE THREE – ALLOWANCES.

First aid allowance

- 19.14 A First Aid allowance will only be payable when an employee has been appointed as a First Aid Officer, or when an employee is required to hold a first aid certificate as an 'essential' requirement of their position.
- 19.15 The amount of First Aid allowance payable is provided in SCHEDULE THREE – ALLOWANCES.
- 19.16 Flourish Australia will pay for refresher courses in First Aid for an appointed First Aid Officer.

On-call allowance

- 19.17 An employee required and appointed by Flourish Australia to be rostered to be on-call (i.e. available for recall to duty at the employer's or person accessing the service's premises and/or remote response duties), will be paid an allowance as provided in SCHEDULE THREE – ALLOWANCES.
- 19.18 For the purpose of providing an effective process that supports a healthy work/life balance, an employee is deemed to be on-call only when they have prior approval from their manager to be on-call and when they have been rostered to be on-call by their manager.
- 19.19 In the event that a manager, supervisor or senior employee is contacted when not rostered to be at work for reason of an emergency or urgent situation, the manager or senior employee will be deemed to have been recalled to work and will be paid in accordance with Clause 18.8.
- 19.20 For the purposes of Clause 19.19, an emergency or urgent situation is defined as:
- (a) A situation that results in a level 1 or level 2 incident as rated in accordance with Flourish Australia's incident management system; or
 - (b) Requires external authorities to be notified (such as emergency services).

Meal allowance

- 19.21 An employee will be paid a meal allowance as provided in SCHEDULE THREE – ALLOWANCES in addition to any overtime worked, as follows:
- (a) When required to work more than one (1) hour after the usual finishing hour of work, or in the case of shift workers, when the overtime work on any shift exceeds one (1) hour; and
 - (b) Provided that where such overtime work exceeds four (4) hours a further meal allowance will be paid.

19.22 Clause 19.21 will not apply when an employee could reasonably return home for a meal within the meal break.

Clothing and equipment

19.23 Employees required by Flourish Australia to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation, free of cost to employees. Such items are to remain the property of Flourish Australia and will be laundered and maintained by Flourish Australia free of cost to the employee.

19.24 Instead of the provision of such uniforms, Flourish Australia may, by agreement with the employee, pay such employee a uniform allowance as provided in SCHEDULE THREE – ALLOWANCES.

19.25 Where such employees' uniforms are not laundered by or at the expense of Flourish Australia, the employee will be paid a laundry allowance or part thereof as provided in SCHEDULE THREE – ALLOWANCES.

19.26 The uniform allowance, but not the laundry allowance, will be paid during all absences on paid leave, except absences on long service leave and absence on personal/carer's leave beyond 21 days. Where, prior to the taking of leave, an employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave will be the average of the allowance paid during the four (4) weeks immediately preceding the taking of leave.

Remote Response

19.27 In this Agreement, unless the contrary intention appears, remote response duties include:

- (a) responding to phone calls, messages or emails;
- (b) providing advice ("phone fixes");
- (c) arranging call out/rosters of other employees; and
- (d) remotely monitoring and/or addressing issues by remote telephone and/or computer access.

19.28 If an employee is required to perform remote response duties between 6.00am and 10.00pm in any day, the employee will be paid at the prescribed overtime rate for the time worked, rounded up to the nearest 15 minutes.

19.29 If an employee is required to perform remote response duties between 10.00pm and 6.00am in any day the employee will be paid at the prescribed overtime rate for the time worked, with a minimum payment as for one (1) hour. Where such work exceeds one (1) hour, payment will be made at the prescribed overtime rate for the duration of the work.

19.30 An employee remotely responding will be required to maintain and provide to the employer a time sheet of the length of time taken in dealing with each matter remotely for each day commencing from the first remote response.

20. Superannuation

- 20.1 Superannuation contributions will be made to a complying Fund as required under the *Superannuation Guarantee (Administration) Act 1992*, as varied from time to time.
- 20.2 Superannuation contributions will be made on an employee's gross income prior to salary packaging taking effect, where applicable.
- 20.3 Flourish Australia's default Fund for the purposes of the Superannuation Choice of Fund legislation will be determined by Flourish Australia, and is a fund that offers a MySuper product or is an exempt public sector scheme.
- 20.4 Employees must register their preferred superannuation fund within one (1) month of commencement of employment with Flourish Australia. Failure to provide this information will result in superannuation contributions being directed to Flourish Australia's default Fund.

21. Salary Packaging

- 21.1 Flourish Australia being a Public Benevolent Institution (PBI) can offer salary packaging as an optional method of remuneration and will conform to relevant taxation laws.
- 21.2 Any salary packaging arrangement will be on a voluntary basis where the package will be no less favourable than the benefits available within this Agreement.
- 21.3 Any costs associated with changes requested by the permanent employee to their salary packaging arrangements will be borne by the employee.
- 21.4 All salary packaging agreements will be in writing.
- 21.5 Salary packaging arrangements will remain in place unless any laws in relation to such arrangements change or the organisation ceases to be a PBI, at which time, ongoing salary packaging arrangements will be at the discretion of Flourish Australia.

PART D: LEAVE

22. Annual Leave

- 22.1 (a) Employees are entitled to annual leave in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 6 of the Act).
- 22.1 (b) Casual employees have no entitlement to annual leave
- 22.2 Accrual of Annual Leave
 - (a) All employees, other than shift workers, are entitled to four (4) weeks paid annual leave for each year of service with Flourish Australia.
 - (b) Shift workers are entitled to one additional week of Annual Leave.
- 22.3 For the purposes of the additional week of annual leave provided for in s.87(1)(b) of the Act, a shift worker will be defined as a permanent employee in accordance with the provisions of the following Awards which, but for this Agreement, would cover their employment.

- (a) SCHCADS Award - who works for more than four (4) ordinary hours on 10 or more weekends during the yearly period in respect of which their annual leave accrues;
 - (b) HPSS Award - who is regularly rostered to work Sundays and public holidays
 - (c) SES Award - who is regularly rostered to work their ordinary hours on a Saturday and/or Sunday (that is, not less than 10 in any 12 month period);
 - (d) Misc Award - who works ordinary hours over seven (7) days of the week and is regularly rostered to work on Sundays and public holidays.
- 22.4 The entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.
- 22.5 Payment of Annual Leave
- (a) If an employee takes annual leave during a period, the annual leave shall be paid at the employee's base rate of pay for the employee's ordinary hours of work in the period.
 - (b) An employee going on leave will be paid through their normal pay cycle unless they request payment prior to commencing leave via their leave application form.
 - (c) Once the leave has commenced the election cannot be changed unless Flourish Australia agrees.
 - (d) If, when the employment of an employee ends, the employee has a period of untaken paid annual leave, Flourish Australia must pay the employee the amount that would have been payable to the employee had the employee taken that period of leave.
- 22.6 Annual Leave Loading
- (a) The pay rate for annual leave is calculated on the base rate of pay of the employee at the time the leave is taken, plus 17.5 per cent of that rate for annual leave loading, or in the case of shift workers:
 - (i) An annual leave loading of 17.5% of their base rate of pay; or
 - (ii) The weekend and shift penalties the employee would have received had they not been on leave during the relevant period, whichever is higher.
- 22.7 Payment for annual leave will continue to be paid on normal pay days unless the permanent employee requests upfront payment on the leave application form when applying for leave.
- 22.8 Annual leave is cumulative. It is encouraged that any unused annual leave should be taken within twelve (12) months of the entitlement accruing.
- 22.9 Certain periods of leave may be required to be taken during a close-down period, such as the Christmas/New Year period, where, due to operational requirements, such an event is necessary. Employees will be notified at least one (1) month in advance of such a close-down.
- 22.10 Where an employee has not accrued sufficient annual leave prior to a close-down, the employee and Flourish Australia may mutually agree on alternative provisions for the period of the close-down.

Direction to take annual leave

- 22.11 If an employee has an excessive annual leave accrual, Flourish Australia or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- 22.12 For purposes of Clause 22.11, an employee is considered to have an excessive leave accrual if the employee has accrued more than eight (8) weeks paid annual leave (or 10 weeks paid annual leave in the case of a shift worker).
- 22.13 If Flourish Australia has genuinely tried to reach agreement with an employee but agreement is not reached (including because the employee refuses to confer), Flourish Australia may direct the employee in writing to take one or more periods of paid annual leave, if the following conditions are met:
- (a) The employee must not be directed to take less than one (1) weeks block of annual leave at any one time; and
 - (b) The employee's leave balance must not fall below four (4) weeks annual leave remaining after the direction to take annual leave by Flourish Australia has been given.
- 22.14 In the event that the employee expresses concern about being directed to take annual leave, Clause 7 - Dispute Resolution and Settlement Procedure applies.

Cashing out annual leave

- 22.15 Flourish Australia prefers employees to use their accrued annual leave when it becomes due. However, by written agreement between Flourish Australia and the employee, the employee may elect to cash out annual leave.
- 22.16 An employee can request to have annual leave cashed out up to an amount, which after it is cashed out, would still leave the employee with an entitlement of at least four (4) weeks annual leave.
- 22.17 Employees, to be eligible to cash out annual leave, must have taken at least two (2) weeks annual leave each year for the past two (2) years.
- 22.18 Each cashing out of a particular amount of annual leave will be by a separate agreement in writing between Flourish Australia and the employee.
- 22.19 The cashed out amount of annual leave cannot be any less than one (1) week.
- 22.20 Flourish Australia will pay the employee an amount that is no less than would have been payable to the employee had the employee taken the leave that they have requested to be paid out.

Purchased annual leave (PAL)

- 22.21 Flourish Australia may offer permanent employees the opportunity to purchase additional annual leave each year in exchange for a proportional reduction in their salary over 12 months and within each financial year.

- 22.22 An employee wishing to purchase additional leave must enter into a written agreement with Flourish Australia, which shall include:
- (a) an election at the beginning of each financial year (i.e. at 1 July each year);
 - (b) agreement that the employee's salary will be reduced by 1.92% for each week of leave during the period of the agreement; and
 - (c) authority for Flourish Australia to withhold an amount of money, from any monies owing to Flourish Australia, for PAL taken but not accrued by the final pay within the financial year or at termination.
- 22.23 All PAL must be used within each financial year (i.e. by 30 June each year). If any PAL is not used by the final pay within the financial year, or the employee wishes to cease the arrangement, the foregone salary (if any) will be re-credited and paid to the employee.
- 22.24 Superannuation entitlements will be calculated on the pre-reduction salary and leave loading shall not apply to PAL.

23. Personal and Carers Leave and Compassionate Leave

- 23.1 Employees are entitled to personal/carer's leave and compassionate leave in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 7 of the Act).
- 23.2 Casual employees have no entitlement to paid personal/carer's leave or compassionate leave, but do have an entitlement to unpaid leave.
- 23.3 Entitlement to paid Personal/Carers Leave
- (a) For each year of service with Flourish Australia, an employee is entitled to 10 days of paid personal/carer's leave.
 - (b) An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.
 - (c) In addition to the employee's Personal/Carers Leave entitlement, Flourish Australia will provide an additional two (2) days paid Personal/Carers leave to permanent employees, to be pro-rata for part-time employees. This additional Personal/Carers Leave does not accumulate from year to year and is credited to the employee annually.
- 23.4 Taking of Personal/Carer's Leave
- An employee may take paid personal/carer's leave:
- (a) where the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
 - (b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.

- 23.5 Payment of Paid Personal/Carer's Leave

If an employee takes a period of paid personal/carer's leave, Flourish Australia must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

23.6 Personal/Carers Leave on Public Holidays

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

23.7 Unpaid Carer's Leave

- (a) An employee is entitled to two (2) days unpaid carer's leave for each occasion when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.
- (b) An employee may take unpaid carer's leave as:
 - (i) a single continuous period of up to two (2) days; or
 - (ii) any separate periods agreed with Flourish Australia.
- (c) An employee is entitled to unpaid carer's leave for a particular occasion only if the employee cannot take an amount of paid personal/carer's leave.
- (d) Flourish Australia may grant additional unpaid Personal and Carers Leave for exceptional circumstances at Flourish Australia's discretion, giving due regard to service delivery requirements.

23.8 Compassionate Leave

- (a) An employee is entitled to two (2) days of compassionate leave for each occasion when a member of the employee's immediate family, or a member of the employee's household:
 - (i) contracts or develops a personal illness that poses a serious threat to their life; or
 - (ii) sustains a personal injury that poses a serious threat to their life; or
 - (iii) dies.
- (b) An employee may take compassionate leave as:
 - (i) a single continuous period of two (2) days; or
 - (ii) two (2) separate periods of one (1) day each; or
 - (iii) any separate periods agreed with Flourish Australia.

23.9 Payment for Compassionate Leave

- (a) If an employee takes a period of paid compassionate leave, Flourish Australia must pay the employee, other than a casual employee, at the employee's base rate of pay for the employee's ordinary hours of work in the period.

- (b) Casual employees are entitled to unpaid compassionate leave.

23.10 Notice and Evidence Requirements

- (a) To be entitled to leave under Clause 23 an employee must give Flourish Australia notice of the period, or expected period of the leave as soon as reasonably practicable (which may be at a time before or after the leave has started) that the employee is (or will be) absent from their employment.
- (b) Flourish Australia may require an employee to give Flourish Australia evidence that would satisfy a reasonable person that the leave was taken for a permissible reason or occasion.
- (c) To be entitled to personal leave during the period, the employee may be required to give Flourish Australia as soon as reasonably practicable (which may be at a time before or after the personal leave has started) either:
 - (i) a medical certificate from a medical practitioner stating that in their opinion, the employee was, is, or will be unfit for work during the period because of a personal illness or injury; or
 - (ii) a statutory declaration made by the employee stating that the employee was, is, or will be unfit for work during the period because of a personal illness or injury.
- (d) To be entitled to carer's leave during the period, the employee may be required to give Flourish Australia as soon as reasonably practicable (which may be at a time before or after the carer's leave has started) either:
 - (i) a medical certificate from a medical practitioner stating that in their opinion the member requires or required care and support during the period due to personal illness or injury; or
 - (ii) a statutory declaration made by the employee stating that the employee requires or required leave during the period to provide care or support to the member because the member requires or required care or support during the period because of personal illness, or injury, of the member or an unexpected emergency affecting the member.
- (e) To be entitled to compassionate leave during the period, the employee may be required to give Flourish Australia as soon as reasonably practicable (which may be at a time before or after the compassionate leave has started):
 - (i) a medical certificate from a medical practitioner stating that in their opinion the member is suffering from an illness or injury that poses a serious threat to the member's life; or
 - (ii) a statutory declaration made by the employee stating that the employee requires or required leave during the period due to the death of the member.

23.11 Service

- (a) A period of paid personal/carer's leave or compassionate leave does not break an employee's continuity of service and counts as service for all purposes.
- (b) A period of unpaid personal/carer's leave does not break an employee's continuity of service, but does not count as service.

23.12 Other Uses of Personal and Carers Leave:

- (a) Use of paid or unpaid Personal and Carers Leave may be granted by the CEO in consultation with the employee's manager where applicable, for purposes other than those detailed within this Clause.
- (b) Use of Personal and Carers Leave for other purposes will be at the complete discretion of Flourish Australia and will be determined on a case-by-case basis, with no setting of precedents.

24. Ceremonial Leave

- 24.1 An employee who is legitimately required by Aboriginal and Torres Strait Islander tradition to be absent from work for Aboriginal and Torres Strait ceremonial purposes, will be entitled to up to ten (10) working days unpaid leave in any one year, with the approval of Flourish Australia.

25. Long Service Leave

- 25.1 Long Service Leave is provided for in the NES and is governed by the relevant State legislation.
- 25.2 Clause 25.1 is subject to a grand parenting provision. An employee who would have otherwise been entitled to a more generous Long Service Leave provision under the Richmond Fellowship of NSW Collective Agreement 2007 than provided for in Clause 25.1 will have the Richmond Fellowship of NSW Collective Agreement 2007 entitlement preserved under this Agreement, with the exception that Long Service Leave cannot be cashed out

26. Parental Leave

- 26.1 Employees are entitled to parental leave in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 5 of the Act).
- 26.2 Paid Parental Leave Entitlements:
- (a) Full-time and part-time employees eligible for unpaid parental leave, who have primary responsibility for the care of the child may claim paid parental leave at their base rate of pay, from the date the parental leave commences in the following circumstances:
 - (i) first claim: where eligible for unpaid parental leave; and
 - (ii) second and subsequent claims: where an employee having returned to work from a period of parental leave has completed 3 months of continuous service prior to each claim.
 - (b) For the purposes of the calculation of paid parental leave a permanent part-time employee will be paid the average of the ordinary hours actually worked by the employee in the 12-month period ending at the commencement of parental leave.
 - (c) Paid parental leave includes:
 - (i) 10 weeks paid maternity leave for the birth mother;
 - (ii) 10 weeks paid adoption leave for the initial primary carer of the adopted child; and

- (iii) 10 weeks spouse/partner leave.
- (d) Paid spouse/partner leave will be payable to:
 - (i) the father; or
 - (ii) partner of the birth mother; or
 - (iii) partner of the initial primary carer of an adopted child.
- (e) Where both parents of the child are employees of Flourish Australia, the two employees may only access one (1) allocation of paid Parental Leave entitlements per pregnancy/adoption, however they may share the entitlement.
- (f) Paid Parental Leave shall consist of an unbroken period of leave.
- (g) Untaken paid Parental Leave cannot be accrued for future periods of leave taken after the child's first birthday, or after twelve (12) months from the placement date in the case of adoption.

27. Family and Domestic Violence Leave

General principles

- 27.1 Flourish Australia recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Flourish Australia is committed to providing support to staff that experience family and domestic violence.
- 27.2 Understanding the traumatic nature of family and domestic violence Flourish Australia will support the employee if they have difficulties performing tasks at work. No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing family and domestic violence. An employee will not be discriminated against or have adverse action taken against them because of their disclosure of, experience of, or perceived experience of, family violence.

Definitions

- 27.3 For the purpose of this Clause, family and domestic violence is defined as any violent, threatening or other abusive behaviour by a person against a member of the person's family or household (current or former). To avoid doubt, this definition includes behaviour that:
- (a) is physically or sexually abusive; or
 - (b) is emotionally or psychologically abusive; or
 - (c) is economically abusive; or
 - (d) is threatening; or
 - (e) is coercive; or
 - (f) in any other way controls or dominates the family or household member and causes that person to feel fear for their safety or wellbeing or that of another person; or
 - (g) causes a child to hear or witness, or otherwise be exposed to the effects of, such behaviour.

Entitlement

- 27.4 A permanent employee experiencing family and domestic violence is entitled to five (5) days per year of paid family and domestic violence leave for the purpose of: -

- (a) attending legal proceedings, counselling, appointments with a medical or legal practitioner;
 - (b) relocation or making other safety arrangements; or
 - (c) other activities associated with the experience of family and domestic violence.
- 27.5 In addition, a permanent employee who provides support to a person experiencing family and domestic violence is entitled to access family and domestic leave for the purpose of:
- (a) accompanying that person to legal proceedings, counselling, appointments with a medical or legal practitioner;
 - (b) assisting with relocation or other safety arrangements; or
 - (c) other activities associated with the family and domestic violence including caring for children.
- 27.6 This leave will be in addition to existing leave entitlements, may be taken as consecutive or single days or as a fraction of a day, and can be taken without prior approval.
- 27.7 Upon exhaustion of the Family and Domestic Violence leave entitlement, employees will be entitled to unpaid family and domestic violence leave as mutually agreed between the employee and Flourish Australia.

Notice and evidentiary requirements

- 27.8 The employee shall give Flourish Australia notice as soon as reasonably practicable of their request to take leave under this Clause:
- (a) If required by Flourish Australia, the employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in Clause 27.3. Such evidence may include a document issued by the police service, a court, a health professional, a family violence support service, a lawyer, a financial institution, an accountant or a statutory declaration.
 - (b) Flourish Australia must ensure that any personal information provided by the employee to Flourish Australia concerning an employee's experience of family and domestic violence is kept confidential. Information will not be kept on an employee's personnel file other than a leave pay record.

Contact person

- 27.9 Flourish Australia will nominate a contact person to provide support for employees experiencing family and domestic violence and notify employees of the name of the nominated contact person. The nominated contact person must be trained in relation to family and domestic violence and privacy issues relevant to the workplace and receive paid time off work to attend such training:
- (a) An employee experiencing family and domestic violence may raise the issue with the nominated contact person, their immediate supervisor, Health and Safety Representative or their union delegate.
 - (b) Where requested by an employee, the contact person will liaise with the employee's supervisor on the employee's behalf, and will make a recommendation on the most appropriate form of support.

- (c) Health and Safety Representatives and union delegates will be provided paid time off work for appropriate training in supporting employees at the workplace who are experiencing family violence.

Individual support

- 27.10 In order to provide support to an employee experiencing family and domestic violence and to provide a safe work environment to all employees, Flourish Australia will approve any reasonable request from an employee experiencing family and domestic violence for:
- (a) changes to their span of hours or pattern or hours and/or shift patterns;
 - (b) job redesign or changes to duties;
 - (c) relocation to suitable employment within Flourish Australia;
 - (d) a change to their telephone number or email address to avoid harassing contact; or
 - (e) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- 27.11 An employee that discloses to the nominated contact person or their supervisor that they are experiencing family and domestic violence will be offered access to professionals trained specifically in family and domestic violence through the Employee Assistance Program (EAP).
- 27.12 Flourish Australia will develop guidelines to supplement this Clause which detail the appropriate action to be taken in the event that an employee reports family and domestic violence.
- 27.13 Clauses 27.4 to 27.12 apply to casual employees, except casual employees are not entitled to paid leave as specified in Clause 27.4.

Workplace safety

- 27.14 Flourish Australia will implement a workplace safety plan with specific measures to minimise the risk that employees will be subject to violent or abusive behaviour at work and protocols for dealing with a crisis situation.

28. Natural Disaster Leave

- 28.1 If an employee is affected by adverse weather conditions which threaten their or their immediate family members' life or property, or otherwise cuts off their ability to attend the workplace, as declared and gazetted by a Federal or State or Local Government as a Natural Disaster, the employee will be entitled to access three (3) days paid leave for this purpose.
- 28.2 If an employee exhausts their entitlement to Natural Disaster leave in Clause 28.1, Flourish Australia may grant the employee additional leave depending on the circumstances of the employee. If such extra leave is not granted, the employee may access their personal leave pursuant to Clause 23 of this Agreement.

29. Community Service Leave

- 29.1 Community service leave is provided for in the NES. This Clause contains entitlements and requirements that are ancillary or supplementary to the NES.

- 29.2 An employee (other than a casual employee) required to attend for Jury Service during ordinary working hours shall be reimbursed by Flourish Australia an amount equal to the difference between any amount paid in respect of their attendance for such jury service, and the amount of wages the employee would have received in respect of the ordinary time that would have been worked had the employee not been on Jury Service.
- 29.3 An employee required to attend Jury Service shall notify Flourish Australia as soon as possible of the date upon which they are required to attend for Jury Service.
- 29.4 The employee shall provide proof of request to attend jury service, the duration of such attendance and any monies received in respect of such Jury Service.

30. Public Holidays

- 30.1 Public holidays are provided for in the NES.
- 30.2 Shift workers will only receive payment for the public holiday if they are rostered to work on the day the public holiday falls.
- 30.3 Part-time employees will only receive payment for those public holidays which fall on a day normally worked by the employee. Where a permanent employee works a varying roster, they will be paid for the public holiday where:
- (a) the employee is rostered on for duty; or
 - (b) the employee has worked on the particular day of the week that the public holiday falls on at least 35 of the previous 52 weeks, or at least 65% of the time since commencement of employment.
- 30.4 Where a public holiday falls during a period of annual, long service or paid parental leave, an additional day will be added to the relevant entitlement of the employee.
- 30.5 Where in a State, Territory or locality, public holidays are declared or prescribed on days other than those set out in Clause 30.1, those days shall constitute additional holidays for the purpose of this Agreement.

31. Union Delegate Leave

- 31.1 A union representative will be released from work to attend union business in accordance with the following:
- (a) up to four (4) days paid leave per calendar year to attend training facilitated by the Union to increase awareness and knowledge of workplace issues and/or consultative mechanisms and/or statutory entitlements and obligations, which will contribute to a more productive, aware and harmonious workplace environment;
 - (b) a minimum of four (4) weeks' written notice, or less by agreement, must be provided to Flourish Australia of a request to attend such union business. The written notice must specify the time, date, and the nature of the union business.
- 31.2 Subject to operational requirements, Flourish Australia shall not unreasonably refuse such a request.

- 31.3 Attendance at training for the purposes of Clause 31.1 is capped at four (4)-days per relevant union per calendar year. However, the union(s) can request to bank the entitlement provided in Clause 31.1 and use eight (8) days in one (1) year and forgo those days in the following year. Any such request by the relevant union will be made by the union secretary with eight (8) weeks' notice.
- 31.4 Once the leave entitlements in Clause 31.1(a) are exhausted, a union representative may access leave without pay or annual leave for the purposes of attending such training.
- 31.5 A union delegate will be provided with reasonable access to telephone, internet, email, facsimile, photocopying, notice boards and meeting facilities (where available) for the purpose of carrying out work as a union delegate.

PART E: EMPLOYEE WELLBEING

32. Employee Assistance Program

- 32.1 An Employee Assistance Program (EAP) is available to provide a confidential, professional counselling service to help employees and their immediate family members resolve work related and personal problems which have the potential to impact the employees work.

33. Vaccinations

- 33.1 Access to influenza vaccinations will be provided to employees on an annual basis at Flourish Australia's expense. Where the vaccination is not provided at the workplace, an employee may make private arrangements to be vaccinated and reimbursement will be provided, but limited to the cost of the influenza vaccine.
- 33.2 Access to Influenza and Hepatitis vaccinations will be provided if an employee performs duties which place them at risk of infection. Where these vaccinations are not provided at the workplace, an employee may make private arrangements to be vaccinated and reimbursement will be provided, but limited to the cost of the vaccine.

34. Workload Management

- 34.1 The parties to this agreement acknowledge that employees and management have a responsibility to maintain a balanced workload and they recognise the adverse effects that excessive workloads may have on employee(s) and their quality of work performed.
- 34.2 To ensure that employee concerns involving excessive workloads are effectively dealt with by Flourish Australia, the following procedures will be applied:
- (a) In the first instance, employee(s) should discuss the issue with their immediate supervisor and, where appropriate, explore solutions.
 - (b) If a solution cannot be identified and implemented, the matter should be referred to an appropriate senior manager for further discussion.
 - (c) The outcome of the discussions at each level and any proposed solutions should be recorded in writing and fed back to the affected employees.

- 34.3 Workload management concerns may be raised with the employee's supervisor at any time. Resolution of workload concerns should be based on the following criteria including (but not limited to):
- (a) Assessment of individual needs.
 - (b) The demand of the environment, such as facility layout.
 - (c) Statutory obligations (including, but not limited to, workplace health and safety legislation).
 - (d) Reasonable workloads.
 - (e) Budgetary considerations.
- 34.4 If a dispute arises in relation to workload management, Clause 7 applies.

35. Requests for Flexible Working Arrangements

- 35.1 Flourish Australia is committed to ensuring that all staff are provided with the opportunity to discuss changes to their working arrangements when matters arise in their lives. This may include reasonable adjustment to working hours and/or duties, as required.
- 35.2 Flourish Australia will ensure that all staff have the opportunity to develop a personal situation plan.
- 35.3 Employees are entitled to request flexible employment arrangements in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 4 of the Act).
- 35.4 The following are the circumstances:
- (a) the employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
 - (b) the employee is a carer (within the meaning of the Carer Recognition Act 2010);
 - (c) the employee has a disability;
 - (d) the employee is 55 or older;
 - (e) the employee is experiencing violence from a member of the employee's family;
 - (f) the employee provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing violence from the member's family.
- 35.5 To avoid doubt, and without limiting Sub-clause 35.4(a), an employee who:
- (a) is a parent, or has responsibility for the care, of a child; and
 - (b) is returning to work after taking leave in relation to the birth or adoption of the child;
 - (c) may request to work part-time to assist the employee to care for the child.
- 35.6 The employee is not entitled to make the request unless:
- (a) for an employee other than a casual employee—the employee has completed at least 12 months of continuous service with Flourish Australia immediately before making the request; or

- (b) for a casual employee—the employee:
 - (i) is a long term casual employee of Flourish Australia immediately before making the request; and
 - (ii) has a reasonable expectation of continuing employment with Flourish Australia on a regular and systematic basis.
- 35.7 The request must:
- (a) be in writing; and
 - (b) set out details of the change sought and of the reasons for the change.
- 35.8 Flourish Australia must give the employee a written response to the request within 21 days, stating whether they grant or refuse the request.
- 35.9 Flourish Australia may only refuse the request on reasonable business grounds and if so must include details of the reasons for the refusal.

PART F: PERFORMANCE REVIEW, TRAINING & DEVELOPMENT

36. Performance Review

- 36.1 The performance review and development process at Flourish Australia will provide a framework for identifying, evaluating and developing high performance. Flourish Australia is committed to the implementation of an effective performance review and development process, linked to the achievement of individual, work area and organisational goals.
- 36.2 All employees are required to actively participate in the performance review and development process.
- 36.3 The performance review and development process provides the employee and their supervisor with the opportunity to:
- (a) Provide feedback in relation to performance including recognition of positive aspects of performance.
 - (b) Determine work priorities, workload and performance expectations.
 - (c) Identify and discuss assistance and support that will be provided to improve performance where performance is assessed as requiring improvement.
 - (d) Discuss the employee’s skills development, professional and career development within the context of the work area and organisational strategy in order to identify the opportunities for development and the support that will be provided.
 - (e) Discuss other personal and work issues that may impact on work performance and discuss and agree on appropriate mitigation strategies, if needed.
- 36.4 Performance reviews also incorporate regular informal discussions between the employee and their supervisor about matters relating to their work and workplace.

37. Commitment to Career Development

- 37.1 Flourish Australia is committed to providing development opportunities for employees relevant to their current or future work, including access to relevant external developmental opportunities.
- 37.2 The employee and their supervisor will engage in performance review and development discussions at least annually. Such discussions will provide employees with an opportunity to plan and discuss staff development and career development opportunities and options with their supervisor. All employees are required to actively participate in this process.
- 37.3 Flourish Australia will ensure that an employee career development pathway forms an integral part of each employee's performance review and development process.
- 37.4 Flourish Australia will provide all employees with access to relevant professional practice support in their area of work.
- 37.5 Any training requests made by employees must be relevant to their current or potential future role with Flourish Australia.

38. Study Assistance

- 38.1 In the context of encouraging personal and professional development, employees are encouraged to undertake tertiary, professional or technical study relevant to their duties.
- 38.2 Financial assistance may, at Flourish Australia's discretion, be provided on a semester by semester basis for any or all of the following items:
- (a) Course/tuition fees;
 - (b) Compulsory administration fees;
 - (c) Any other compulsory costs associated with the course of study, where, in the opinion of Flourish Australia, non-payment would hinder a student's ability to complete an approved course of study satisfactorily. This does not cover the cost of text books or study materials.
- 38.3 Financial assistance for the purposes of study may be provided to a maximum amount of \$500 per year of study, or up to 5-days paid study leave, to be paid at ordinary rates.
- 38.4 Provision of financial study assistance will be dependent upon budget limitations for study purposes.
- 38.5 In the event that an employee chooses to voluntarily leave their employment with Flourish Australia within 12 months of receiving any financial assistance under Clauses 38.2 and 38.3 of this Agreement, the employee agrees to repay Flourish Australia any monetary amounts paid as study assistance, as mutually agreed in writing. The employee agrees that Flourish Australia may mutually agree, in writing, with the employee to withhold monies from the employee's termination payment to satisfy this debt.

PART G: WORKPLACE HEALTH & SAFETY

39. Commitment to Safe Work Practices

- 39.1 The parties to this Agreement are committed to the observance of safe working practices, the proper use of all personal safety equipment and to the health and safety of all employees and other persons who may enter the workplace.
- 39.2 All employees will be made aware of Flourish Australia's Work Health & Safety (WH&S) policies and procedures. Employees are to ensure that they adhere to the organisation's WH&S policies and procedures at all times. Any breach of Flourish Australia WH&S policies and procedures may be deemed to be misconduct and may lead to disciplinary action.
- 39.3 Employees and Flourish Australia agree to take mutual responsibility to ensure that all WH&S requirements within the organisation are complied with.
- 39.4 Employees are responsible for the observance of Flourish Australia WH&S policies and procedures in the workplace. Employees will take care of, and have responsibility for, all safety equipment in the workplace, including signage.
- 39.5 Smoking is not permitted inside any premises, including toilets and motor vehicles, owned or leased by Flourish Australia. Employees are also not permitted to smoke with people accessing Flourish Australia's services.
- 39.6 Before commencing work, employees shall conduct a risk assessment to identify and eliminate any hazards to themselves or other persons.
- 39.7 Employees should immediately notify Flourish Australia management by completion of the relevant forms if they injure themselves at work or subsequently become aware of any injury or disease that they may have sustained during the course of employment with Flourish Australia.
- 39.8 Flourish Australia will provide personal protective equipment, where required. It is a condition of employment that employees utilise personal protective equipment to ensure their health and safety, where required.
- 39.9 Employees are required to wear appropriate clothing and footwear to maximise their health and safety whilst at work.
- 39.10 Flourish Australia has a reasonable expectation that employees will attend work free from the influence of alcohol or illicit drugs, in a fit and proper condition for work, and that employees will not, by their actions place themselves or others in danger.
- 39.11 To this end, Flourish Australia reserves the right to conduct alcohol and drug testing.

40. Secondary Employment

- 40.1 In the event that an employee has other employment that may be in conflict with Flourish Australia, employees are expected to notify Flourish Australia.
- 40.2 If an employee has other employment, they are to inform Flourish Australia immediately if they do not have a reasonable break between working with the other employer and working

with Flourish Australia. For the purpose of this Clause, a reasonable break between workplaces is defined as eight (8) hours.

SCHEDULE ONE – CLASSIFICATIONS

Employees are classified under this agreement in accordance with Schedule B of the relevant Modern Award that they would have been nominally employed had it not been for this Agreement, with exception of home care employees who are classified in accordance with Schedule E of the SCHCADS Award 2010.

Mental Health Services

The following table is applicable to employees who would, but for the Agreement, be engaged under the SCHCADS Award as a social and community services employee or a trainee.

**A Level 2 Mental Health Worker or Peer Worker may implement activities and programs for people accessing Flourish Australia's services and may assist in but are not responsible for the development of an individual's plan.*

Position Title	Level(s)
Trainee	Level A, B or C
Mental Health Worker or Support Worker	Level 2* to 4
Peer Worker or Support Worker	Level 2* to 4
Aboriginal Social and Emotional Wellbeing Trainee	Level 3
Senior Mental Health Worker	Level 5
Senior Peer Worker	Level 5
Vocational Trainer of Hospitality	Level 4
Manager (L1, L2, L3)	Level 5 to 7
Cluster Manager	Level 8
Senior Cluster Manager	Level 8

The following table is applicable to employees who would, but for the Agreement, be engaged under the SCHCADS Award as a home-care employee. A home-care employee will be classified in accordance with Schedule E of the SCHCADS Award and work as a home-care employee as defined in this Agreement.

Position Title	Level(s)
Home Care Worker	Level 1 to 4
Senior Home Care Worker	Level 5

Partners in Recovery

The following table is applicable to employees who would, but for the Agreement, be engaged under the SCHCADS Award.

Position Title	Level
PIR/NDIS Coordinator	Level 4
PIR/NDIS Transition Project Worker	Level 5
Support Facilitator	Level 6
PIR Team Leader	Level 7
PIR/NDIS Transition Coordinator	Level 6
PIR/NDIS Transition Manager	Level 8

National Disability Insurance Scheme

The following table is applicable to employees who would, but for the Agreement be engaged under the SCHCADS Award.

Position Title	Level
NDIS Support Coordinator	Level 4
Support Planner	Level 4
NDIS Business Manager	Level 8
NDIS Coordinator of Supports	Level 4

Disability Employment Services

The following table is applicable to employees who would, but for the Agreement, be engaged under the SCHCADS Award.

Position Title	Level
Employment Consultant	Level 3 to 4
Manager, DES	Level 6
Receptionist	Level 1 to 2

Community Businesses

The following table is applicable to employees who would but for the Agreement, be engaged under the SCHCADS Award or the NES.

Position Title	Level(s)
Mental Health Worker or Support Worker	Level 2* to 4
Peer Worker or Support Worker	Level 2* to 4
ADE/NDIS Transition Coordinator	Level 5
Senior Manager, Community Businesses	Level 8
Sales and Marketing Manager	NES
Product Manager	NES
Site Manager	Level 6
Capacity and Marketing Manager	Level 6

The following table is applicable to employees who would, but for the Agreement, be engaged under the SES Award.

Position Title	Level
General Hand / Courier Driver	Level 3
Supervisor	Level 5
Administration Officer (Community Businesses)	Level 2

Social Enterprises

The following table is applicable to employees who would, but for the Agreement, be engaged under the SCHCADS Award.

Position Title	Level
Venue Coordinator, Figtree Conference Centre	Level 6

The following table is applicable to employees who would, but for the Agreement, be engaged under the SES Award.

Position Title	Level
Conference Centre Assistant	Level 2
Conference Centre Assistant Supervisor	Level 6

Headspace

The following table is applicable to employees who would, but for the Agreement be engaged under the HPSS Award.

Position Title	Level(s)
Clinical and Operations Manager	HP L4
Senior Youth Access Clinician	HP L3
Service and Community Development Officer	HS L2
Administrative Support Officer	HS L2
Practice Manager	HS L7

Head Office

The following table is applicable to employees who would, but for the Agreement be engaged under the SCHCADS Award.

Information Technology:

Position Title	Level(s)
IT Desktop Support Officer	Level 3
IT Support and Development Officer (Database Management)	Level 4
IT Support and Development Officer (Desktop Support)	Level 4
Senior IT Support and Development Officer	Level 5
Manager, IT	Level 7

Finance:

Position Title	Level(s)
Junior Accounts Payable Officer	Level 2
Accounts Payable Officer	Level 3
Payroll Officer	Level 4
Balance Sheet Accountant	Level 5
Funding and Project Accounting Analyst	Level 5
Funding and Project Manager	Level 7

Deputy Chief Financial Officer	Level 8
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Evaluation and Research:

Position Title	Level(s)
Senior Workforce Development Coordinator	Level 6
Senior Policy and Planning Coordinator	Level 5
Senior Evaluation and Research Coordinator	Level 5
Professional Practice Manager	Level 8

Human Resources:

Position Title	Level(s)
HR Administration Assistant	Level 3
HR Advisor	Level 5
Senior HR Advisor	Level 7

Administration:

Position Title	Level(s)
Administrative Support Officer	Level 1 to 3

Discrete Positions:

Position Title	Level(s)
Project Officer, Operations	Level 5
Project Officer, Inclusion	Level 5
Project Officer, Business Excellence	Level 5
NDIS Project Officer	Level 6
Manager, Peer Workforce	Level 7
Fundraising and Partnerships Manager	Level 6
Senior Independent Advocate	Level 5
Program Manager, Resolve Program	Level 8
Program Manager, BOTH	Level 7
Assistant Publications Officer	Level 3
Publications Officer	Level 4
Community Arts Coordinator	Level 5
Manager, Development Projects	Level 5

SCHEDULE TWO – COMMENCEMENT PAY RATES

Please find below pay rates effective from the first full pay period after 1 July 2018. These rates of pay are represented as “base hourly rates” and will be automatically adjusted each year in line with the relevant Modern Award increases as determined by the FWC.

Social Community, Home Care and Disability Services Industry Award 2010

(Level 1 includes a 2% margin above the Award rate.)

Classification	Pre-modern award classification	1/07/2018	12/12/2018
L1 PP1	Community services worker grade 1 - yr 1	\$20.99	\$20.99
L1 PP2	Community services worker grade 1 - yr 2	\$21.70	\$21.70
L1 PP3	Community services worker grade 1 - yr 3	\$22.48	\$22.48
L2 PP1	Community services worker grade 1 - yr 1	\$25.42	\$25.98
L2 PP2	Community services worker grade 1 - yr 2	\$26.21	\$26.79
L2 PP3	Community services worker grade 1 - yr 3	\$27.01	\$27.61
L2 PP4	Community services worker grade 1 - yr 3	\$27.73	\$28.35
L2 PP1	Community services worker grade 2 - yr 1	\$25.76	\$26.21
L2 PP2	Community services worker grade 2 - yr 2	\$26.62	\$27.07
L2 PP3	Community services worker grade 2 - yr 3	\$27.48	\$27.92
L2 PP4	Community services worker grade 2 - yr 4	\$28.33	\$28.74
L3 PP1	Community services worker grade 2 - yr 1	\$28.21	\$28.91
L3 PP2	Community services worker grade 2 - yr 2	\$29.02	\$29.74
L3 PP3	Community services worker grade 2 - yr 3	\$29.64	\$30.37
L3 PP4	Community services worker grade 2 - yr 4	\$30.27	\$31.00
L3 PP1	Community services worker grade 3 - yr 1	\$29.04	\$29.46
L3 PP2	Community services worker grade 3 - yr 2	\$29.93	\$30.35
L3 PP3	Community services worker grade 3 - yr 3	\$30.69	\$31.07
L3 PP4	Community services worker grade 3 - yr 4	\$31.43	\$31.78
L3 PP4	Community services worker grade 3 - yr 5	\$31.77	\$32.01
L4 PP1	Community services worker grade 3 - yr 1	\$32.13	\$33.07
L4 PP2	Community services worker grade 3 - yr 2	\$33.06	\$33.99
L4 PP3	Community services worker grade 3 - yr 3	\$33.98	\$34.91
L4 PP4	Community services worker grade 3 - yr 4	\$34.84	\$35.76
L4 PP4	Community services worker grade 3 - yr 5	\$35.18	\$35.99
L4 PP1	Community services worker grade 4 - yr 1	\$33.68	\$34.10
L4 PP2	Community services worker grade 4 - yr 2	\$34.58	\$35.00
L4 PP3	Community services worker grade 4 - yr 3	\$35.48	\$35.91
L4 PP4	Community services worker grade 4 - yr 4	\$36.32	\$36.74
L5 PP1	Community services worker grade 4 - yr 1	\$37.03	\$38.01
L5 PP2	Community services worker grade 4 - yr 2	\$37.89	\$38.87
L5 PP3	Community services worker grade 4 - yr 3	\$38.82	\$39.81
L5 PP3	Community services worker grade 4 - yr 4	\$39.11	\$40.00
L6 PP1	Community services worker grade 5 - yr 1	\$40.65	\$41.66
L6 PP2	Community services worker grade 5 - yr 2	\$41.79	\$42.74

L6 PP3	Community services worker grade 5 - yr 2	\$42.43	\$43.49
L7 PP1	Community services worker grade 6 - yr 1	\$44.48	\$45.40
L7 PP2	Community services worker grade 6 - yr 2	\$45.87	\$46.65
L7 PP3	Community services worker grade 6 - yr 2	\$46.52	\$47.42
L8 PP1	Community services worker grade 6 - yr 1	\$47.16	\$48.52
L8 PP2	Community services worker grade 6 - yr 2	\$48.55	\$49.78
L8 PP3	Community services worker grade 6 - yr 2	\$49.23	\$50.57

Social Community, Home Care and Disability Services Industry Award 2010 - Qld

(Level 1 includes a 2% margin above the Award rate.)

Classification	Pre-modern award classification	01/07/2018	12/07/18
L1 PP1	Community services worker level 1 - pay point 1	\$20.99	\$20.99
L1 PP2	Community services worker level 1 - pay point 2	\$21.70	\$21.70
L1 PP3	Community services worker level 1 - pay point 3	\$22.48	\$22.48
L2 PP1	Community services worker level 2 - pay point 1	\$25.42	\$25.98
L2 PP2	Community services worker level 2 - pay point 2	\$26.21	\$26.79
L2 PP3	Community services worker level 2 - pay point 3	\$27.01	\$27.61
L2 PP4	Community services worker level 2 - pay point 4	\$27.73	\$28.35
L3 PP1	Community services worker level 3 - pay point 1	\$28.21	\$28.91
L3 PP2	Community services worker level 3 - pay point 2	\$29.02	\$29.74
L3 PP3	Community services worker level 3 - pay point 3	\$29.64	\$30.37
L3 PP4	Community services worker level 3 - pay point 4	\$30.25	\$30.99
L4 PP1	Community services worker level 4 - pay point 1	\$32.12	\$33.06
L4 PP2	Community services worker level 4 - pay point 2	\$32.96	\$33.92
L4 PP3	Community services worker level 4 - pay point 3	\$33.80	\$34.79
L4 PP4	Community services worker level 4 - pay point 4	\$34.56	\$35.57
L5 PP1	Community services worker level 5 - pay point 1	\$36.37	\$37.57
L5 PP2	Community services worker level 5 - pay point 2	\$37.16	\$38.38
L5 PP3	Community services worker level 5 - pay point 2	\$38.02	\$39.28
L6 PP1	Community services worker level 6 - pay point 1	\$39.51	\$40.90
L6 PP2	Community services worker level 6 - pay point 2	\$40.39	\$41.80
L6 PP3	Community services worker level 6 - pay point 2	\$41.26	\$42.71
L7 PP1	Community services worker level 7 - pay point 1	\$42.58	\$44.13
L7 PP2	Community services worker level 7 - pay point 2	\$43.47	\$45.05
L7 PP3	Community services worker level 7 - pay point 2	\$44.36	\$45.97
L8 PP1	Community services worker level 8 - pay point 1	\$45.95	\$47.71
L8 PP2	Community services worker level 8 - pay point 2	\$46.85	\$48.65
L8 PP3	Community services worker level 7 - pay point 2	\$47.75	\$49.59

Social Community, Home Care and Disability Services Industry Award 2010

– Home care employees

(Includes a 2% margin above the Award rate.)

Home Care Employees	1/07/2018
L1 PP1	\$20.78
L2 PP1	\$22.02
L2 PP2	\$22.17
L3 PP1	\$22.48
L3 PP2	\$23.16
L4 PP1	\$24.52
L4 PP2	\$25.01
L5 PP1	\$26.29
L5 PP2	\$27.33

Health Professionals and Support Services Award 2010

(includes a 2% margin above the Award rate)

Health Professionals		Support Services	
Classification	01/07/2018	Classification	01/07/2018
L1 PP1	\$23.58	Level 1	\$20.53
L1 PP2	\$24.49	Level 2	\$21.37
L1 PP3	\$25.57	Level 3	\$22.21
L1 PP4	\$26.45	Level 4	\$22.48
L1 PP5	\$28.82	Level 5	\$23.24
L1 PP6	\$29.84	Level 6	\$24.49
		Level 7	\$24.93
L2 PP1	\$30.01		
L2 PP2	\$31.09	L8 PP1	\$25.78
L2 PP3	\$32.28	L8 PP2	\$26.45
L2 PP4	\$33.57	L8 PP3	\$28.32
L3 PP1	\$34.34	L9 PP1	\$28.82
L3 PP2	\$35.30	L9 PP2	\$29.84
L3 PP3	\$36.06	L9 PP3	\$30.08
L3 PP4	\$37.66		
L3 PP5	\$39.05		
L4 PP1	\$41.57		
L4 PP2	\$44.37		
L4 PP3	\$48.25		
L4 PP4	\$53.26		

Supported Employment Services Award 2010

(Includes a 2% margin above the Award rate)

Level	01/01/2018
Grade 1	\$19.31
Grade 2	\$19.86
Grade 3	\$20.62
Grade 4	\$21.33
Grade 5	\$22.48
Grade 6	\$24.53
Grade 7	\$25.52

Miscellaneous Award 2010

These tables only apply to Trainees engaged on a traineeship contract. (Includes a 2% margin above the Award rate)

Wage level A (all rates expressed per week)

The minimum rate for a full-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to age level A.

Experience level of trainee	Highest year of schooling completed		
	Year 10	Year 11	Year 12
School leaver	\$329.56	\$362.92	\$432.38
Plus 1 year out of school	\$362.92	\$432.38	\$503.17
Plus 2 years out of school	\$432.38	\$503.17	\$585.58
Plus 3 years out of school	\$503.17	\$585.58	\$670.45
Plus 4 years out of school	\$585.58	\$670.45	
Plus 5 or more years out of school	\$670.45		

(a) Wage level B (all rates expressed per week)

The minimum rate for a full-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level B.

Experience level of trainee	Highest year of schooling completed		
	Year 10	Year 11	Year 12
School leaver	\$329.56	\$362.92	\$420.65
Plus 1 year out of school	\$362.92	\$420.65	\$483.89
Plus 2 years out of school	\$420.65	\$483.89	\$567.53
Plus 3 years out of school	\$483.89	\$567.53	\$647.39
Plus 4 years out of school	\$567.53	\$647.39	
Plus 5 or more years out of school	\$647.39		

(b) Wage level C (all rates expressed per week)

The minimum rate for a full-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level C.

Experience level of trainee	Highest year of schooling completed		
	Year 10	Year 11	Year 12
School leaver	\$329.56	\$362.92	\$420.65
Plus 1 year out of school	\$362.92	\$420.65	\$473.59
Plus 2 years out of school	\$420.65	\$473.59	\$529.07
Plus 3 years out of school	\$473.59	\$529.07	\$589.46
Plus 4 years out of school	\$529.07	\$589.46	
Plus 5 or more years out of school	\$589.46		

(c) AQF Certificate Level IV traineeships (all rates expressed per week)

The minimum rate for a full-time trainee undertaking an AQF Certificate Level IV traineeship is the minimum rate for the relevant full-time AQF Certificate Level III traineeship increased by 3.8%.

Wage level	First year of traineeship	Second and subsequent years of traineeship
A	\$696.35	\$723.28
B	\$671.77	\$697.58
C	\$611.39	\$634.44

SCHEDULE THREE – ALLOWANCES

Relevant Modern Award	Reference Clause	Allowance Type	Allowance Amount – as of 1 January 2018*
Social, Community, Home Care and Disability Services Industry Award 2010	19.2	Higher Duties Allowance	Home Care employees: <ul style="list-style-type: none"> for two (2) hours or less - the time so worked; or where the time so worked exceeds two (2) hours—a full day or shift. <p>All other employees who are called upon to perform the duties of another employee in a higher classification for a period of five (5) consecutive working days or more will be paid for the period for which duties are assumed at a rate not less than the minimum rate prescribed for the classification applying to the employee so relieved.</p>
	19.4 & 19.13	Vehicle Allowance	\$0.78 per km
	19.14	First Aid Allowance	Full-time employee: \$16.03 per week. Part-time employee or casual employee will be paid the full time rate divided by 38 for each hour they perform the work. For a home-care employee, only when required by Flourish Australia to be, in a given week, responsible for the provision of first aid to employees employed by Flourish Australia.
	19.17	On-call Allowance	Any 24-hour period or part thereof when on call between the time of finishing ordinary duty on Monday to the time of finishing ordinary duty on Friday: \$19.20 Any other 24-hour period or public holiday, or part thereof: \$38.02
	19.21	Meal Allowance	\$12.88 for each meal.
	19.24	Clothing and equipment	\$1.23 per shift or part thereof on duty or \$6.24 per week, whichever is the lesser amount. Laundry allowance of \$0.32 per shift or part thereof on duty or \$1.49 per week, whichever is the lesser amount.
Health Professionals and Support Services Award 2010	19.2	Higher Duties Allowance	Support Services employee engaged in any duties carrying a higher wage rate than the classification in which they are ordinarily employed in any one day or shift will be paid at the higher wage rate for: <ul style="list-style-type: none"> the time so worked for two hours or less; or

			<ul style="list-style-type: none"> • full day or shift where the time so worked exceeds two hours. <p>An employee classified as a Health Professional who is authorised to assume the duties of another employee on a higher classification for a period of five (5) or more consecutive working days will be paid for the period for which they assumed such duties at not less than the minimum rate prescribed for the classification applying to the employee so relieved.</p>
	19.4 & 19.13	Vehicle Allowance	\$0.78 per km
	19.14	First Aid Allowance	<p>Full-time: \$15.49 per week.</p> <p>Part-time or casual: \$0.42 p/h up to a max. of \$15.49 per week.</p>
	19.17	On-call Allowance	<p>Monday to Saturday: \$19.71 per 24 hour period</p> <p>Sunday & public holiday: \$39.32 per 24-hour period</p>
	19.21	Meal Allowance	\$12.88 for the first meal and \$11.61 for a second meal
	19.24	Clothing and equipment	<p>\$1.23 per shift or part thereof on duty or \$6.24 per week, whichever is the lesser amount.</p> <p>Laundry allowance of \$0.32 per shift or part thereof on duty or \$1.49 per week, whichever is the lesser amount.</p>
Supported Employment Services Award 2010	19.2	Higher Duties Allowance	Employees will be paid at a higher grade if carrying out the duties of a higher grade for two or more hours in any shift. They will be paid at the higher grade for the time so worked. Higher duties will not apply whilst an employee is carrying out work in a higher grade for training purposes only.
	19.4 & 19.13	Vehicle Allowance	\$0.78 per km
	19.14	First Aid Allowance	An employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from St John Ambulance or similar body must be paid \$17.00 per week if appointed by their employer to perform first aid duties.
	19.21	Meal Allowance	\$10.89 for each meal.
	19.23	Clothing Reimbursement	An employee required to provide special clothing or a uniform must be reimbursed by Flourish Australia for the cost of such clothing if it is not supplied without cost to the employee.

Miscellaneous Award 2010	19.2	Higher Duties Allowance	An employee engaged for more than four hours on any one day or shift on the duties of a higher classification must be paid the minimum wage for that classification for the whole day or shift.
	19.4 & 19.13	Vehicle Allowance	\$0.78 per kilometre
	19.14	First Aid Allowance	An employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from St John Ambulance or similar body must be paid \$0.44 per hour up to a maximum of \$16.75 per week if appointed by Flourish Australia to perform first aid duties.
	19.21	Meal Allowance	\$18.29 for a meal and \$16.57 for a subsequent meal
	19.23	Clothing Reimbursement	An employee required to provide special clothing or a uniform must be reimbursed by Flourish Australia for the cost of such clothing.

* Allowances will move each year in line with the applicable Award rates.

SCHEDULE FOUR – SIGNATORIES PAGES

SIGNATURE PAGE ON BEHALF of

Signed for and on behalf of RichmondPRA Ltd, (known as Flourish Australia Services)

Date:.....

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Mark Orr
Chief Executive Officer
Flourish Australia
5 Figtree Drive
SYDNEY OLYMPIC PARK NSW 2127

.....

.....
Name and Signature of Witness

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Address of Witness

Mark Orr as the Chief Executive Officer is authorised to sign on behalf of RichmondPRA Ltd (known as Flourish Australia Services)

SIGNATURE PAGE ON BEHALF of the ASU-NSW Branch.

Signed for and on behalf of ASU-NSW Branch

Dated this day of 20.....

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Name and Signature of Witness

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Address of Witness

..... is authorised to sign on behalf of the ASU-NSW Branch

SIGNATURE PAGE ON BEHALF of the HSU-NSW Branch.

Signed for and on behalf of HSU-NSW Branch

Dated this day of 20.....

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Name and Signature of Witness

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Address of Witness

..... is authorised to sign on behalf of the HSU-NSW Branch