



FAIR WORK
AUSTRALIA

DECISION

Fair Work Act 2009

s.185—Approval of enterprise agreement

Windermere Child and Family Services Inc.

(AG2009/15528)

WINDERMERE CHILD & FAMILY SERVICES INC. COLLECTIVE AGREEMENT 2009

Health and welfare services

COMMISSIONER CRIBB

MELBOURNE, 17 DECEMBER 2009

Application for approval of the Windermere Child & Family Services Inc. Collective Agreement 2009.

[1] An application has been made for approval of an enterprise agreement known as the *Windermere Child & Family Services Inc. Collective Agreement 2009* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Windermere Child and Family Services Inc.. The Agreement is a single-enterprise agreement.

[2] The Agreement was made during the bridging period¹ as defined in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (the Transitional Act), accordingly, when considering whether to approve the Agreement I have taken into account the provisions of Part 2–4 of Chapter 2 of the Act as modified by Schedule 7 of the Transitional Act.

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

[4] An undertaking has been given with respect to clauses 6, 10.4 and 17 of the Agreement.

[5] The Agreement was approved in Chambers on 17 December 2009 and, in accordance with s.54 of the Act, will operate from 24 December 2009. The nominal expiry date of the Agreement is 21 December 2012.

[6] In accordance with section 18 of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009*, the applications made by the applicant to terminate

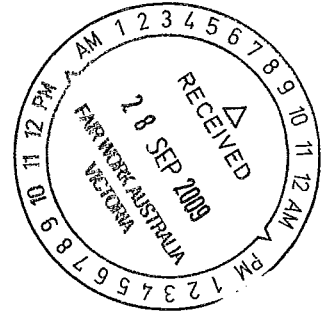
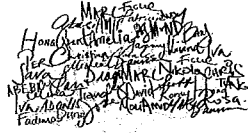
¹ Item 2, Part 1, of Schedule 2.

individual agreement-based transitional instruments conditional upon the Agreement being approved also come into effect.

COMMISSIONER

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Windermere

*everyone is someone
in our community*

WINDERMERE CHILD & FAMILY SERVICES INC

COLLECTIVE AGREEMENT 2009 - 2012

1. Title

This Agreement shall be known as the Windermere Child & Family Services Inc. Collective Agreement 2009.

2. Arrangement

This Agreement is arranged as follows:

1.	Title.....	2
2.	Arrangement.....	2
3.	Application of Agreement and Parties Bound.....	3
4.	Aim and Purpose of the Agreement.....	3
5.	Position, Duties and Responsibilities of the Employees.....	3
6.	Length of Agreement.....	4
7.	Employer Policies and Procedures.....	4
8.	Definitions.....	4
9.	Probationary and Qualifying Periods for New Employees.....	7
10.	Hours of Work.....	7
11.	Remuneration.....	12
12.	Salary Sacrifice.....	13
13.	Payment of Wages.....	14
14.	Superannuation.....	14
15.	Leave Provisions.....	14
16.	Termination of Employment.....	22
17.	Disputes Procedure, Suspension and Stand-down.....	27
18.	Intellectual Property.....	29
19.	Signature Page.....	30
	SCHEDULE A Applies to all employees covered by the Agreement.....	25
	SCHEDULE B (Health Services Union of Australia (Health Professional Services - Private Sector Victoria) Award 2004).....	33
	SCHEDULE C (Educational Services - Early Childhood Assistants - Victoria - Award 1999). 34	
	SCHEDULE D (Social and Community Services - Victoria - Award 2000).....	36
	SCHEDULE E (Early Childhood Teachers Interim Award 1999).....	37
	SCHEDULE F (Health Services Union of Australia (Victoria - Private Sector - Medical Scientists, Psychologist and Pharmacists) Award 2004).....	39
	SCHEDULE G (Health and Allied Services - Private Sector - Victoria Consolidated Award 1998).....	40
	SCHEDULE H (General Conditions of Employment).....	41

3. Application of Agreement and Parties Bound

This Agreement binds Windermere Child & Family Services Inc. ("Employer") located at 48 Webb Street, Narre Warren Victoria and all its Employees employed in any classification under this Agreement.

Terms and conditions of employment applying to various types of Employees are contained in Schedules A, B, C, D, E and F of this Agreement.

Schedule A applies to all employees covered by the Agreement.

Schedule B applies to Health Professionals.

Schedule C applies to Early Childhood Assistants

Schedule D applies to Social and Community Services Workers.

Schedule E applied to Early Childhood Teachers.

Schedule F applies to Psychologists.

Schedule G applies to Clerical and Administrative Staff

4. Aim and Purpose of the Agreement

This Agreement constitutes a Collective Agreement ("Agreement") within the meaning of the *Fair Work Act 2009*.

The Agreement and attached Schedules set out the terms and conditions upon which Employees shall be engaged.

It is acknowledged that this Agreement is the whole Agreement between the Employees and the Employer and unless specifically contained in this Agreement, no other terms and conditions of any other Agreement or Award shall apply.

The aim of this Agreement is to unify employees under one Agreement, to support attracting and retaining employees and to provide greater consistency and overall improvements of terms and conditions of employment.

5. Position, Duties and Responsibilities of the Employees

During their period of employment all Employees must:

- a) diligently perform their duties;

- b) obey all reasonable and lawful directions of the Employer and its managers;
- c) refrain from doing any act or thing which will or may adversely affect the Employer's present or future interests;
- d) at all times use their best endeavours to promote the Employer's aims, interests and objectives;
- e) give the Employer the full benefit of their knowledge, ingenuity, experience and technical skill;
- f) devote all their time and attention during all working hours, to performing their duties;
- g) work at such place or multiple sites from time to time the Employer may reasonably require.

6. Length of Agreement

This Agreement shall come into force 7 days from the date on which the Employer is notified by the Workplace Authority that the Agreement has passed the no-disadvantage test and shall remain in force for a period of three (3) years.

7. Employer Policies and Procedures

Employees shall, in discharging their duties pursuant to this Agreement, comply with all Employer rules, resolutions and policies and procedures that exist or are issued and brought to their attention from time to time and they shall, at all times, ensure that during their employment they familiarise themselves with and adhere to such policies and procedures.

Any Employee who knowingly breaches any established policy or procedure may be subject to appropriate disciplinary action.

8. Definitions

Salary Increments

Employees will be entitled to progress to the next salary increment within their level subject to the following:-

- the acquisition and satisfactory utilisation of new or enhanced skills if required by the Employer;
- the meeting of established performance objectives as determined between the parties;
- and

- demonstrated competency and satisfactory service over a minimum period of twelve months service at each increment within the grade.

The effective date for incremental progression is the Employee's commencement date with Windermere or the commencement date of a new position that differs considerably from the previous or such later date on which a full year of service is completed.

Full time Employee

A full time employee is an employee who is engaged to work nineteen hundred and seventy-six (1976) hours of ordinary time per annum.

Part time Employee

A part time employee is an employee who is engaged to work less than 1976 hours of ordinary time per annum.

Casual Employee

A casual employee means a person who is engaged intermittently for work of an unexpected or casual nature and does not include a person who could properly be engaged as a full time or part time employee, or on a fixed term contract.

Casual employees are not entitled to any paid leave entitled (other than long service leave) payment for public holidays not worked and notice on termination or severance pays.

The hourly rate of pay for a casual employee includes a loading of 25% that compensates the employee for these entitlements.

A casual employee is engaged by the hour and paid by the hour with a minimum of 2 hours on any given day. A casual employee's employment may be terminated at the end of a shift.

Fixed Term Employee

A fixed term employee means an employee who is employed for a fixed period of time to perform a specific task, project or event. Fixed term employment is dependant on funding and where funding ceases, the fixed term employment will end with 4 week notice provided to the employee.

A fixed term employee may be employed on either a full time or a part time basis. At the expiration of the fixed period, or once the specific task is complete, the Employee's employment ends, unless a new contract is offered by the employer.

Employees employed on a fixed term contract, shall be entitled to the following provisions:

- a) Personal leave and annual leave shall accrue from one contract to another if a further contract is offered.
- b) For the purpose of long service leave, service from one contract to another shall count as continuous service.
- c) Probationary periods will not apply to employees employed on a subsequent contract provided the position has not substantially changed from the initial contract

Immediate Family

The term "immediate family" means:

- (a) the Employee's spouse (including a former spouse, a de facto spouse and a former de facto spouse),
- (b) the Employee's or the Employee's spouse's child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling.

Normal Operating Hours

"Normal Operating Hours" are defined as those hours during which Windermere is providing any services or programs. Normal operating hours of Windermere are 8:00am to 8:00pm Monday to Saturday for all employees.

"Normal Start and Finish Times" are defined as the normal start and finish times for all Employees. Normal Start and Finish Times for all employees are 9.00am to 5.06pm Monday to Saturday.

Actual start and finish times may be negotiated with an Employee's immediate manager in accordance with the needs of the service and the Employee. However, unless agreed with the Employee's immediate manager, it is expected that the employee be in attendance at Windermere's work location between Normal Start and Finish Times.

9. Probationary and Qualifying Periods for New Employees

Probationary Period for new Employees

The first three (3) months of an Employee's employment is a probationary period in which either party may terminate the employment on one (1) day's notice in writing to the other party. At any time during, or at the end of the three (3) month probationary period, the Employer may advise the Employee as to whether and/or on what basis their employment will continue beyond the initial probationary period. The probationary period does not apply to casual employees.

Qualifying Period for new Employees

A qualifying period of six (6) months applies to all new Employees. After the three (3) month probationary period is completed, one week's notice is required by either party upon termination in the final three (3) months of the qualifying period. The Qualifying Period does not apply to casual employees.

10. Hours of Work

10.1 Annualized hours

To enable flexibility and work life balance for Employees, and maximise productivity, the Employer operates on an annualized hours basis. Therefore within this Agreement the following conditions apply:

- (a)** Paid annualized hours for any full time Employee which may be worked in any twelve (12) month period shall be nineteen hundred and seventy-six (1976) (pro rata for part time employees). The Employer has a commitment to best practice therefore nineteen hundred and seventy-six (1976) is the maximum number of ordinary hours permissible in any one (1) year of service.
- (b)** Hours worked in excess for the pro-rata annualized hours are to offset the hours worked in the subsequent pay period so that an average of the net hours worked during the two (2) pay periods does not exceed the notional standard (76 hours per fortnight).

- (c) Any hours worked in excess of the maximum ordinary hours may jeopardise this standard and the health of the Employee. There is no obligation for the employee to work in excess of the notional standard.
- (d) The annualized hours may be worked during the Normal Start and Finish Times, or as agreed between an individual Employee and the Employee's Immediate Manager and will be tailored to meet the needs of the clients and the program.
- (e) By mutual agreement between the manager and employee, the manager may elect to substitute a normal rostered working day for one that is within the scope of the normal operating hours. This will not incur any overtime or penalty rates.

10.2 Ordinary working hours

- (a) Windermere's normal operating hours are 8:00am to 8:00pm Monday to Saturday;
- (b) The ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of the employer between 8.00 am and 8.00 pm Monday to Saturday. The spread of hours may be altered by up to two hours at either end of the spread, by agreement between Windermere and the individual employee.
- (c) Where agreement is reached in accordance with 10.2(b), the employee shall be paid at their ordinary base rate of pay.
- (d) Actual start and finish times may be negotiated with the Employee's manager in accordance with the need of the service/program and the employee. However, unless agreed with the Employee's manager, it is expected that the employee be in attendance at a Windermere work location between normal operating hours.

10.3 Time in Lieu (TIL) and additional working hours

- (a) TIL is a system that records the balance of additional working hours worked by an employee outside their daily ordinary hours of work (i.e beyond 7.6 hours a day). The system is designed to provide operational flexibility for Windermere and provide employees with opportunities to improve their capacity to balance their work and family responsibilities.
- (b) The TIL provisions do not apply to casual employees.

(c) The TIL system operates in the following manner:

i. For hours to be recorded as a credit in the TIL system. The additional hours must be approved by the employee's manager.

ii. Additional hours may be approved by a manager:

1. to deal with operational requirements; or

2. on request of the employee, including where the employee wishes to accrue a credit so that he or she is able to take some paid time off at another time for the reasons prescribed with clause 10.4.

iii. Where an employee works:

1. additional hours on a normal rostered working day (within the ordinary working hours as specified in clause 10.2(b)), TIL credits at the rate of an hour for hour;

2. additional hours on a normal rostered working day (outside the ordinary working hours as specified in clause 10.2(b)), TIL credits at the rate of time and a half

3. additional hours on a day that is not a normal rostered working day, TIL credits at the rate of an hour for hour for the first two hours, time and a half for the following three hours and all subsequent hours on that day accrue TIL credits at the rate of double time.

iv. Notwithstanding (iii) above, a part-time employee only accrues TIL credits where the employee's total hours for that week are more than 38 hours and only those hours that are in excess of 38 may accrue TIL in accordance with (iii) above.

- v. Notwithstanding (iii)) clause 1 and 2 above, any additional hours that are required by request of the employee's manager and are on a weekend or a public holiday, will accrue TIL credits at the higher of those specified in (iii) or the following rates.
 - 1. Sunday work - at double time;
 - 2. public holiday work - at double time and a half.
- vi. The maximum TIL credits that may be accrued are 15 hours before it must be taken. The immediate supervisor has authority to direct employees to take accrued TIL when an employee's TIL reaches fifteen hours. No more than fifteen hours of TIL of overtime may be accrued at any one time for a full-time employee, or a pro-rata amount for part-time employees.
- vii. An employee with TIL credits may have paid TIL time off during his or her ordinary hours subject to prior approval by his or her immediate supervisor.
- viii. Any paid time off work during an employee's ordinary hours reduce the employee's TIL credits by the amount of time off; and the employee is paid for any paid time off under the TIL system at the employee's base rate of pay, excluding any penalties.
- ix. Employees may accrue up to a maximum of 15 hours TIL.
- x. TIL can only be accrued by working a minimum of 30 minutes in one continuous block, not through accumulating a total of 30 minutes at different times eg. it is not permissible to accumulate 3 x 10 minutes of overtime or equivalent on various days..

10.4 Requests for flexible working arrangements

- (a) An employee who is a parent, or has responsibility for the care, of a child of school age and under or a disabled child under the age of 18, may request the employer for a change in working arrangements for the purpose of assisting the employee to care for the child.

- (b) The employee is not entitled to make the request unless the employee has completed at least 12 month continuous service.
- (c) The request must be in writing and set out details for the change sought and reason for the change.
- (d) The employer must provide the employee with a written response to the request within 21 days, stating whether the employer grants or refuses the request.
- (e) The employer may refuse the request only on reasonable business grounds and the response must include reasons for the refusal.

Meal Breaks

Employees shall not be required to work more than five (5) hours continuously without a meal interval of not less than thirty (30) minutes. Such meal interval shall not be counted as time worked, and Employees shall be free of all duty during such interval.

Rest Periods

Two rest periods of ten (10) minutes shall be allowed for morning and afternoon tea, which shall be counted as time worked. Employees are responsible for ensuring that adequate rest breaks in accordance with this clause are taken.

Accident Make-up Pay

The conditions under which Employees shall qualify for Accident Make-Up Pay shall be as follows:

The Employer shall pay Accident Make-Up Pay where an Employee receives an injury for which weekly payment of compensation is payable by or on behalf of the Employer pursuant to the provisions of the *Accident Compensation Act 1995* as amended from time to time.

Accident Make-Up Pay means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the Employee pursuant to the *Accident Compensation Act 1995* and their base rate pursuant to this Agreement, or, where the incapacity is for a lesser period than one (1) week, the difference between the amount of compensation and the said rate pursuant to this Agreement for that period.

The Employer shall pay, or cause to be paid, Accident Make-Up Pay during the Employee's incapacity within the meaning of the *Accident Compensation Act 1995* until such incapacity ceases or until the expiration of a period of thirty-nine (39) weeks from the date of injury. Payment prescribed shall apply only in respect of an incapacity which results from an injury which is current during the first pay period commencing on or after this Agreement or which occurs subsequent to that pay period.

The liability of the Employer to pay Accident Make-Up Pay in accordance with this clause shall arise as at the date of the injury or accident in respect of which compensation is payable under the *Accident Compensation Act 1995*, and the termination of employment for any reason during the period of any incapacity shall in no way affect the liability of the Employer to pay Accident Make-Up Pay as provided in this clause.

In the event that an Employee receives a lump sum in redemption of weekly payments under the appropriate Act or Ordinance, the liability of the Employer to pay Accident Make-Up Pay as herein provided shall cease from the date of such redemption.

11. Remuneration

Annual Salary

The annual salary applying to Employees under this Agreement are set out in Schedule A. Annual salaries are inclusive of all allowances, penalty rates, weekend rates, and entitlements unless otherwise specified in this Agreement.

The following annual salary increases will apply during the life of this Agreement:

- a. First increase** – 4.0 % increase to the Annual Gross Salary as set out in Schedule A, effective on the first pay period after 1 July 2009;
- b. Second increase** – 4.0 % increase to the Annual Gross Salary as set out in Schedule A, effective on the first pay period after 1 July 2010;
- c. Third increase** – 4.0 % increase to the Annual Gross Salary as set out in Schedule A, effective on the first pay period after 1 July 2011.
- d. Fourth increase** - 4.0 % increase to the Annual Gross Salary as set out in Schedule A, effective on the first pay period after 1 July 2012.

These increases will absorb any increase determined by the Australian Fair Pay Commission from time to time

Allowances

a) On-Call/ Recall Allowance

If an Employee is required to participate in an on call roster as a result of programming obligations they will receive an allowance (in addition to the annual salary) of \$150.00 per week (pro rata based on proportion of on call responsibilities held ie shared on call) whilst on rostered on call duties. Any hours worked due to being re-called to duties are incorporated in the payment for annualized hours.

b) Higher Duties Allowance

An employee who is authorised to assume the full duties of another employee on a higher classification under this Agreement for a period of five (5) or more consecutive working days shall be paid for the period for which he/she assumed such duties, at not less than the minimum rate prescribed for the classification applying to the employee so relieved. The rate will be pro-rated when partial responsibilities are assumed.

c) Away from Home Allowance

If an Employee is required by the Employer to sleep away from home due to work commitments with clients, the Employer shall reimburse the Employee the cost of single, private sleeping, bathroom and meal accommodation; costs of the purchase of linen, cutlery, crockery and blankets and the costs of regular laundering and/or maintenance of such items.

The above provision shall not apply where the items described therein are provided and maintained by the Employer.

12. Salary Sacrifice

Windermere is currently approved as Public Benevolent Institution as defined in the Income Tax Assessment Act. Employees may be entitled to sacrifice part of their pre tax income in accordance with the terms of the Employer's Salary Sacrifice Policy and the Income Tax Assessment Act.

13. Payment of Wages

Payment of salary shall be by direct transfer fortnightly to a bank account as instructed in writing by the Employee.

14. Superannuation

The Employer will make superannuation payments in line with the *Superannuation Guarantee (Charge) Act 1992*.

If an Employee does not nominate their choice of an eligible superannuation fund for contributions to be made within twenty-eight (28) days of commencement of employment, the Employer shall forward their details to the Employer's choice of fund (at the time of lodgement of this Agreement, the default fund is ING).

15. Leave Provisions

All employees (other than casual employees) will be entitled to a holiday without deduction of pay on a Public Holiday.

Public Holiday means:

- (a) 1 January (New Year's Day);
- (b) 26 January (Australia Day);
- (c) Good Friday;
- (d) Easter Saturday;
- (e) Easter Monday;
- (f) 25 April (Anzac Day);
- (g) 25 December (Christmas Day);
- (h) 26 December (Boxing Day); and
- (i) A day that, under (or in accordance with a procedure under) a law of Victoria, is substituted for a day referred to in (a)-(g) above; and
- (j) any other day declared by or under a law of Victoria to be observed generally within Victoria or a region of Victoria, other than:
 - i. a union picnic day; or
 - ii. a day excluded by regulations for the purposes of the *Fair Work Act 2009* as counting as a Public Holiday.

You shall not normally be required to work on a Public Holiday. If an Employee is required to work on a Public Holiday, time in lieu is accrued at double time and must be taken within four (4) weeks following the date on which the Public Holiday fell.

If a public holiday falls on a day on which is not your normal rostered working day, you will not be entitled to payment for such a public holiday.

Annual Leave

Employees (except casual employees) shall be entitled to Annual Leave on full pay for a period equal to four (4) weeks (cumulative) for each continuous twelve (12) months' service with the Employer. In addition they shall be entitled to seventeen and a half percent (17.5%) leave loading. If employed for less than a full year the Employee shall be entitled to a pro rata loading in the same proportion as their Annual Leave entitlement. Annual leave entitlement is accrued based on the number of ordinary hours worked for any pay period.

Where a public holiday falls during a period of annual leave, and assuming the employee would be otherwise rostered to work on that day, the day will be paid as a public holiday entitlement, not as annual leave day.

Annual Leave will be taken considering service/ program obligations, including closure of the Employer's site and/ or program.

Annual leave is strongly encouraged to be taken during state school terms holidays, when Windermere does not deliver programs during such times.

Cash Out of Annual Leave

An Employee may, with the agreement of the Employer, request to cash out up to two (2) weeks of their accrued annual leave during each twelve (12) months of service from the employees commencement date of employment provided:

- a) The employee has a full four (4) weeks accrual remaining once the cash out has been made;
- b) A minimum of one (1) weeks leave is cashed out at a time;
- c) The maximum cash out per employee in any one year of service from the commencement date of employment is two (2) weeks;

- d) Cash outs are paid with the normal fortnightly pay and will be paid at no less than the employee's basic rate of pay, inclusive of applicable allowances;
- e) When cashing out annual leave, leave loading of 17.5% will be included in the pay out;
- f) Employees wishing to cash out annual leave must advise the employer in writing and specify how many days they wish to cash out.

Personal Leave

An employee, other than a casual employee, is entitled to the following amount of paid personal leave:

- (a) up to 12 days in the first year of service;
- (b) up to 14 days each year in the second, third and fourth year of service;
- (c) thereafter, 21 days in the fifth and following years of service.

Personal leave is accrued on hours worked. Personal leave taken can not exceed the accrued entitlement. Personal leave entitlements which are untaken at the completion of the year shall accumulate.

Personal Leave will be pro rata for part time employees.

An employee is entitled to use the full amount of their personal leave entitlement including accrued leave for the purposes of personal illness or injury or Carer's Leave. Provided that such illness is certified by a **registered health practitioner** or where it is impracticable to obtain a medical certificate is evidenced by the production of a statutory declaration within 48 hours of the commencement of such absence. In managing the employees health and well-being, it is encouraged that if the illness or injury is likely to affect the employee's capacity or ability to carry out their duties, the certificate or declaration provides details to the employer to assist the employee with a safe return to work.

An employee may be absent for up to one normal working day on personal leave for personal injury or sickness without medical certificate or statutory declaration of such sickness on not more than three occasions per year of service worked from the commencement date of employment.

The employer reserves the right to request production of a medical certificate or statutory declaration on each and every occasion of sick leave.

Personal leave to care for immediate family or household members ("Carer's Leave")

The entitlement to use personal leave to care for immediate family or household members is subject to the person being either a member of the employee's immediate family or a member of the employee's household.

- (a) An employee is entitled to use up to twelve days per year of service worked from the commencement date of employment of their accrued personal leave, to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. Leave may be taken for part of a single day.
- (c) When taking leave to care for members of their immediate family or household who are sick and require care and support, the employee must establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by the Employee.
- (d) When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must establish by production of documentation acceptable to the employer, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.
- (e) In normal circumstances an employee must not take personal leave under this clause where another person has taken leave to care for the same person.
- (f) The employee must, where practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior

notice of absence, the employee must notify the employer by telephone of such absence at the first opportunity on the day of absence.

Compassionate Leave

Employees may take compassionate leave when a member of the employee's immediate family or household suffers, contracts or develops a personal injury or illness that poses a serious threat to their life or dies. The entitlement is two (2) days per occasion which may be taken in a single unbroken period of two (2) days or two (2) separate periods of one (1) day or as agreed by the Employer and Employee. The Employee must give the Employer any evidence that the Employer reasonably requires of illness, injury or death.

Unpaid Carer's Leave

If an Employee is required to provide care or support to a member of their immediate family or household who is sick or injured or has an unexpected emergency and they have exhausted their Paid Personal Leave entitlements or they are a casual employee, they are entitled to Unpaid Carer's Leave. Employees are entitled to two (2) days of Unpaid Carer's Leave per occasion; this may be a single unbroken period of up to two (2) days, or any other separate period as agreed by the Employer and the Employee. A period of Unpaid Carer's Leave does not break continuity of service (in accordance with the Years of Service clause 8). Employees must give the Employer any evidence that the Employer reasonably requires of illness or injury.

Long Service Leave

Employees (including casuals) shall have the following entitlement to paid Long Service Leave:

- (a) Upon the completion of ten (10) years' continuous service they are entitled to eight and two-thirds (8.66) weeks' paid Long Service Leave taken in the form of a break from work.
- (b) Upon the completion of fifteen (15) years' continuous service they are entitled to thirteen (13) weeks' paid Long Service Leave if the employee has not previously taken Long Service Leave
- (c) For every five (5) years of continuous employment after the initial fifteen (15) years, Employees are entitled to an additional four and one third (4 and 1/3) weeks of Long Service Leave.

- (d) In the case where an Employee has completed at least seven (7) years' service and their employment ends, they are entitled to receive payment in full for any Long Service Leave to which they are entitled. This will apply whether they have resigned, have had their employment terminated or have died.

Continuous Employment

For an employee to become entitled to long service leave, the employment must be continuous. Continuous employment is not broken during the following periods:

- annual leave or long service leave taken;
- absence from work on account of illness or injury
- approved absences by the employer (paid or unpaid) but not including parental leave
- the taking of any period of adoption, maternity or paternity leave (paid or unpaid), not exceeding 24 months
- any interruption or ending of the employment by the Employer if such interruption or ending is made with the intention of avoiding any obligation under this Agreement
- any interruption arising directly or indirectly from an industrial dispute
- the dismissal of the employee, but only if the employee is re-employed within a period not exceeding 3 months after the dismissal
- the standing-down of the employee on account of slackness of trade

For the purposes of calculating the amount of leave an employee is entitled to, the following interruptions are to be included in the period of employment:

- periods while on annual leave or long service leave;
- in the case of an employee performing duties in relation to assets of a particular kind, any absence from work arising solely because of a transfer of those assets from one employer to another employer;
- any interruption or ending of the employment by the employer if the interruption or ending is made with the intention of avoiding obligations in respect of long service leave or annual leave;
- any absence from work of not more than 48 weeks in any year on account of illness or injury is to be counted as part of the period of an employee's employment, but any absence for that reason in excess of that period is not to be counted.
- any authorised absences from work are to be counted unless:

- it being approved, it was agreed in writing between the employee and the employer (at the request of the employee) that it not be counted
- it is unpaid parental leave

For the purposes of calculating the amount of leave an employee is entitled to, the following interruptions are not to be included in the period of employment:

- any interruption arising directly or indirectly from an industrial dispute;
- the dismissal of the employee, but only if he or she is re-employed within a period not exceeding 3 months after his or her dismissal;
- the standing-down of the employee on account of slackness of trade

The basis for determining all Long Service Leave entitlements and operating guidelines is the Victorian *Long Service Leave Act (1992)*.

Parental Leave

You are entitled to Maternity, Paternity and/or Adoption Leave and to part-time employment during such period of leave as prescribed for in the *Fair Work Act 2009*.

For the purpose of this clause references to parental leave shall include Maternity, Paternity and Adoption scenarios.

The primary care giver refers to the person who presumes the principle role of providing care and attention to the child/ children.

Employees on parental leave as the primary carer shall be entitled to a total period of unpaid parental leave of up to twenty four months (24) following twelve (12) months of continuous service with the employer immediately before:

- (a) if the leave is birth related leave – the date of birth or expected date of birth, of the child; or
- (b) if the leave is adoption related leave – the day of placement, or the expected day of placement, of the child

Continuous service is not broken by periods of unauthorised absence but periods of unauthorised absence do not count towards length of the employee's continuous service.

If the leave is adoption-related leave, the child must be under school age and the period of leave must start on the day of placement of the child.

Employees must, on the request of the Employer, provide a duly executed Statutory Declaration stating that the Employee is the primary care giver. The application for parental leave must state the date the employee proposes to commence parental leave and the period of leave to be taken. Notice of 10 weeks must be given to the employer of the taking of parental leave.

An eligible employee may initially apply for up to 12 months' parental leave (less any other period of authorised leave to be taken). The employee shall take reasonable steps to inform the Employer about any significant matter that will affect the decisions regarding the duration of parental leave to be taken, whether the Employee intends to return to work at all and whether the Employee intends to request to return to work on a part time basis.

Members of an employee couple who each intend to take leave

If one of the employees takes a period of unpaid parental leave, the other employee may take a period of unpaid parental leave during the first employee's period of leave provided the concurrent leave period is no greater than 3 weeks.

The concurrent leave must not start before, and must not end more than 3 weeks after:

- (a) the date of birth of the child
- (b) if for adoption leave, the day of placement of the child

Employee may request further period of leave

An employee who takes unpaid parental leave for his or her available parental leave period may request his or her employer to agree to an extension of unpaid parental leave for the employee for a further period of up to 12 months immediately following the end of the available parental leave period.

Making the request

The request must be in writing, and must be given to the employer at least 4 weeks before the end of the available parental leave period.

Agreeing to the requested extension

The employer must agree to the requested extension, unless the employer has reasonable business grounds for refusing.

Subsequent extension by agreement

If the employer agrees, the employee may further extend the period of unpaid parental leave one or more times provided that the subsequent extension does not extend beyond the employee's available parental leave period

Community Service Leave

a) Jury Service

Subject to the *Juries Act (2000)*, the Employer is required to pay the Employee the difference between any payment received for performing jury service, and the amount of pay they would have been entitled to receive in respect of their ordinary hours of work had they not been summoned as a juror. The employer is only required to pay the employee for the first 10 days of absence.

Employees must notify the Employer as soon as possible of the date on which they are required to attend court for service as a juror, and provide written details of:

- i) the date or dates on which they attended court;
- ii) the duration of the period of jury service; and
- iii) any amount of compensation paid under the *Juries Act (2000)*.

b) Voluntary Emergency Management Activity

An employee who engages in an emergency services activity is entitled to be absent from work as legislated in the *Fair Work Act 2009*

16. Termination of Employment

Notice of termination by the Employer

- (a) In order to terminate the Employee's employment, after the end of the probationary and qualifying periods, the employer shall give the notice specified in the following table:

Continuous Service with the employer	Notice to be given
Greater than 6 months, but less than 1 year	4 weeks
1 Year, but less than 3 Years	4 weeks
3 Years, but less than 5 Years	4 weeks
5 Years or more	4 weeks

to the Employee.

- (b)** In addition to the notice, if the Employee is over forty-five (45) years of age at the time of the giving of the notice with not less than five (5) years of continuous service, they shall be entitled to an additional week's notice.
- (c)** Payment in lieu of notice will be made if the appropriate notice period is not given or is not required to be worked. Employment may be terminated by the Employee working part of the required period of notice and by the Employer making payment for the remainder of the period of notice.
- (d)** In calculating any payment in lieu of notice, the wages to be used shall be those the Employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated.
- (e)** The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal or in the case they are properly employed as a casual employee.

Continuous service is not broken by periods of unauthorised absence but periods of unauthorised absence do not count towards length of the employee's continuous service.

Notice of termination by the Employee

- (a)** The notice of termination required to be given by the Employee shall be the same as that required of an Employer, except that there shall be no additional notice based on their age.
- (b)** Subject to the financial obligations imposed on the Employer by any Act, if the Employee fails to give appropriate notice the Employer shall have the right to withhold

moneys due to them with a maximum amount equal to the ordinary time rate of pay for the period of the notice.

Time off during notice period

During the period of notice of termination given by the Employer, the Employee shall be allowed up to one (1) day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

If the Employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, they shall, at the request of the Employer, be required to produce proof of attendance at an interview or they shall not receive payment for the time absent. For this purpose a Statutory Declaration will be sufficient.

Summary Dismissal

- (a)** Despite anything else contained in this Agreement, the Employer may in writing, terminate the Employee's employment summarily and without notice if they engage in any act or omission constituting serious misconduct.

- (b)** Serious misconduct by the Employee includes, but is not limited to the following:
 - (i)** theft, fraud or assault;
 - (ii)** being found, in the reasonable opinion of the Employer, to be intoxicated or under the influence of non-prescribed drugs during working hours;
 - (iii)** any conduct that causes imminent and serious risk to the reputation, viability or profitability of the Employer's business;
 - (iv)** any act of bullying, sexual harassment or unlawful discrimination against another employee or any other person.

Redundancy

Redundancy occurs when the Employer decides that the Employer no longer wishes the job the Employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour.

Severance Pay

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

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

Continuous service is not broken by periods of unauthorised absence but periods of unauthorised absence do not count towards length of the employee's continuous service.

*Week's pay means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude:

- overtime;
- penalty rates;
- disability allowances;
- shift allowances;
- special rates;
- fares and travelling time allowances;
- bonuses; and
- any other ancillary payments of a like nature.

Transfer to lower paid duties

Where an Employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as they would have been entitled to if the employment had been terminated and the Employer may at the Employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary weekly wage and the new ordinary weekly wage for the number of weeks of notice still owing.

Alternative employment

Where the Employer is able to secure suitable alternative work for the Employee, severance pay is not payable to the Employee, even in the event that the Employee chooses not to take up the new position.

Employee Leaving During Notice Period

If the Employee's employment is terminated by reason of redundancy they may terminate their employment during the period of notice and, if so, they will be entitled to the same benefits and payments under this clause had they remained with the Employer until the expiry of such notice. However, in this circumstance they will not be entitled to payment in lieu of notice.

Incapacity to pay

The Employer, in a particular redundancy case, may make application to the Australian Industrial Relations Commission to have the general severance pay prescription varied on the basis of the Employer's incapacity to pay.

Transmission of Business

The provisions of this clause are not applicable where the Employer's business ("Transmittor") is transmitted to another employer ("Transmittee"), in any of the following circumstances:

(a) Where the Employee accepts employment with the Transmittee which recognises the period of continuous service which the Employee had with the Transmittor and any prior Transmittor to be continuous service of the employee with the Transmittee; or

(b) Where the Employee rejects an offer of employment with the Transmittee:

in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the Transmittor; and

which recognises the period of continuous service which the Employee had with the Transmittor and any prior Transmittor to be continuous service of the employee with the Transmittor.

17. Disputes Procedure, Suspension and Stand-down

Dispute Avoidance and Grievance Procedure

The purpose of a Dispute Avoidance and Grievance Procedure is to provide a process through which staff, volunteers, students and clients can attempt to avoid and settle disputes in the best interests of all parties. The rights of all parties are to be respected. A fair and reasonable resolution to the dispute is sought.

In the event of a dispute in relation to a matter arising under this Agreement this clause seeks to address and resolve the dispute as soon as possible.

- a) In the first instance, the aggrieved person and all relevant people involved in the grievance are to be reminded of Windermere's Grievance Policy and Procedures.
- b) The aggrieved person shall inform the immediate Supervisor and they shall attempt to resolve the grievance.
- c) If the employee still feels aggrieved, he/she shall inform the relevant Manager and the matter shall be referred to the next line of management who shall consult with the parties. The aggrieved person may be assisted in this further consultation by a nominated representative.
- d) If the grievance is unresolved the matter shall be referred to the relevant General Manager
- e) If the grievance is still unresolved the matter shall be referred to the Chief Executive.
- f) If the matter remains unresolved, either party may request a formal hearing be convened under the Chief Executive's chairmanship. The parties in dispute shall be entitled to nominate a representative to also appear in support of their position. The Panel comprising the hearing and recommending action to be taken by the Chief Executive shall comprise the Chief Executive, Chairman (or nominee) of the Board of

Management, and a person acceptable to both parties not directly involved with the agency.

- g)** If, after all reasonable steps have been taken in an endeavour to resolve the grievance as in (a) to (f) above, and the grievance remains unresolved, the aggrieved person may request notification to the relevant Union or other appropriate body. Windermere's management shall participate in any subsequent discussions with the Union or other appropriate bodies.
- h)** If the grievance cannot be settled by the parties, either party may submit the matter to the Australian Industrial Relations Commission for conciliation and arbitration.
- i)** Steps (a) to (g) inclusive shall take place within ten working days.
- j)** Until the grievance is determined, work shall continue normally in accordance with the custom or practice existing before the grievance while discussions take place. No party shall be prejudiced as to the final settlement by the continuation of work. Health and Safety matters are exempted from this section.

Suspension

The Employer may suspend an Employee with pay if the Employee breaches the terms and conditions of this Agreement, or where the Employer has reasonable grounds for suspecting such breach has occurred, to enable the Employer to consider what further action shall be taken on account of such breach or suspected breach.

Stand-down of Employees

The Employer may deduct payment for any part of a day during which an Employee cannot usefully be employed because of any strike, breakdown of machinery or any stoppage of work for any cause for which the Employer cannot reasonably be held responsible. This does not break the continuity of employment for the purpose of any entitlements.

Property of Windermere

The employee is required to take all reasonable care in the use of Windermere's property and to protect Windermere's property in their care.

On termination of employment or upon request to do so, employees must return in good condition (subject to fair wear and tear) any property in their possession belonging to Windermere.

18. Intellectual Property

During the Employee's term of employment with the Employer, all inventions, improvements, designs, creations and other developments relating to or deriving from any of the business systems or technology used by the Employer at any time during the currency of this Agreement or within a reasonable time thereafter, will be the property of the Employer.

Employees must notify the Employer immediately of any invention, design, discovery or publication by them and must sign any documents and take any action which may be necessary to enable the Employer or its nominees, to apply for a patent, registered design or any other intellectual property protection. Additionally, copyright will attach all written and artistic works produced by Employees in the course of their employment by the Employer, and those works will be owned by the Employer. Furthermore, Employees must not breach the copyright of any third parties by unauthorised use of their works. If in doubt Employees must consult with their supervisors or the management of the Employer before using any such works.

19. Signature Page

ON BEHALF OF THE EMPLOYER

Signed for Windermere Child & Family Services Inc by DANIEL GRANT
(full name of signatory)

Address of signatory c/- 48 WEBB ST
NARRE WARREN VIC 3805

Position HR COORDINATOR

Signature: 

Date: 25 / 9 / 2009

ON BEHALF OF THE EMPLOYEES

Signed for the Employees by Brian Burns
(full name of signatory)

Address of signatory 48 Webb Street
Narre Warren 3805

Authority to sign Employee Representative

Signature: 

Date: 25 / 9 / 2009

Schedule A - Annual Salaries

Current Salary Range	CPI Increase 01-Jul-09	CPI Increase 01-Jul-10	CPI Increase 01-Jul-11	CPI Increase 01-Jun-12
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SACS Youth Worker (Qualified)

Class 1 (Minimum)	\$35,055.00	\$36,457.20	\$37,915.49	\$39,432.11	\$41,009.39
Class 1 (Maximum)	\$41,900.00	\$43,576.00	\$45,319.04	\$47,131.80	\$49,017.07
Class 2 (Minimum)	\$39,470.00	\$41,048.80	\$42,690.75	\$44,398.38	\$46,174.32
Class 2 (Maximum)	\$43,211.00	\$44,939.44	\$46,737.02	\$48,606.50	\$50,550.76
Class 3 (Minimum)	\$43,210.00	\$44,506.30	\$46,286.55	\$48,138.01	\$50,063.53
Class 3 (Maximum)	\$45,492.00	\$46,856.76	\$48,731.03	\$50,680.27	\$52,707.48
Class 4 (Minimum)	\$46,476.00	\$48,335.04	\$50,268.44	\$52,279.18	\$54,370.35
Class 4 (Maximum)	\$48,827.00	\$50,780.08	\$52,811.28	\$54,923.73	\$57,120.68

SACS Social Worker

Class 1 (Minimum)	\$37,196.00	\$38,683.84	\$40,231.19	\$41,840.44	\$43,514.06
Class 1 (Maximum)	\$43,964.00	\$45,722.56	\$47,551.46	\$49,453.52	\$51,431.66
	\$1.04				
Class 2 (Minimum)	\$45,359.00	\$47,173.36	\$49,060.29	\$51,022.71	\$53,063.61
Class 2 (Maximum)	\$48,158.00	\$50,084.32	\$52,087.69	\$54,171.20	\$56,338.05
Class 3 (Minimum)	\$49,089.00	\$51,052.56	\$53,094.66	\$55,218.45	\$57,427.19
Class 3 (Maximum)	\$51,739.00	\$53,808.56	\$55,960.90	\$58,199.34	\$60,527.31
Class 4 (Minimum)	\$52,764.00	\$54,874.56	\$57,069.54	\$59,352.32	\$61,726.42
Class 4 (Maximum)	\$54,269.00	\$56,439.76	\$58,697.35	\$61,045.24	\$63,487.05

Psychologist

Grade 1 (Minimum)	\$34,842.00	\$36,235.68	\$37,685.11	\$39,192.51	\$40,760.21
Grade 1 (Maximum)	\$43,426.00	\$45,163.04	\$46,969.56	\$48,848.34	\$50,802.28
Grade 2 (Minimum)	\$45,724.00	\$47,552.96	\$49,455.08	\$51,433.28	\$53,490.61
Grade 2 (Maximum)	\$49,265.00	\$51,235.60	\$53,285.02	\$55,416.42	\$57,633.08
Grade 3 (Minimum)	\$51,449.00	\$53,506.96	\$55,647.24	\$57,873.13	\$60,188.05
Grade 3 (Maximum)	\$54,647.00	\$56,832.88	\$59,106.20	\$61,470.44	\$63,929.26
Grade 4 (Minimum)	\$56,863.00	\$59,137.52	\$61,503.02	\$63,963.14	\$66,521.67
Grade 4 (Maximum)	\$61,017.00	\$63,457.68	\$65,995.99	\$68,635.83	\$71,381.26

SACS Welfare Worker (Qualified)

Class 1 (Minimum)	\$33,816.00	\$35,168.64	\$36,575.39	\$38,038.40	\$39,559.94
Class 1 (Maximum)	\$39,454.00	\$41,032.16	\$42,673.45	\$44,380.38	\$46,155.60
		\$1.04			
Class 2 (Minimum)	\$37,836.00	\$39,349.44	\$40,923.42	\$42,560.35	\$44,262.77
Class 2 (Maximum)	\$40,624.00	\$42,248.96	\$43,938.92	\$45,696.48	\$47,524.33
Class 3 (Minimum)	\$40,621.00	\$42,245.84	\$43,935.67	\$45,693.10	\$47,520.82
Class 3 (Maximum)	\$42,829.00	\$44,542.16	\$46,323.85	\$48,176.80	\$50,103.87
Class 4 (Minimum)	\$43,689.00	\$45,436.56	\$47,254.02	\$49,144.18	\$51,109.95
Class 4 (Maximum)	\$45,709.00	\$47,537.36	\$49,438.85	\$51,416.41	\$53,473.06

SACS Youth Worker (Unqualified)

Minimum	\$30,335.00	\$31,548.40	\$32,810.34	\$34,122.75	\$35,487.66
Maximum	\$35,786.00	\$37,217.44	\$38,706.14	\$40,254.38	\$41,864.56

SACS Welfare Worker (Unqualified)

Minimum	\$28,909.00	\$30,065.36	\$31,267.97	\$32,518.69	\$33,819.44
Maximum	\$33,691.00	\$35,038.64	\$36,440.19	\$37,897.79	\$39,413.70

Community Development Worker

Class 1 (Minimum)	\$36,996.00	\$38,475.84	\$40,014.87	\$41,615.47	\$43,280.09
Class 1 (Maximum)	\$41,559.00	\$43,221.36	\$44,950.21	\$46,748.22	\$48,618.15
Class 2a (Minimum)	\$38,336.00	\$39,869.44	\$41,464.22	\$43,122.79	\$44,847.70
Class 2a (Maximum)	\$52,859.00	\$54,973.36	\$57,172.29	\$59,459.19	\$61,837.55
Class 2b (Minimum)	\$45,365.00	\$47,179.60	\$49,066.78	\$51,029.46	\$53,070.63
Class 2b (Maximum)	\$51,744.00	\$53,813.76	\$55,966.31	\$58,204.96	\$60,533.16
Class 3 (Minimum)	\$49,223.00	\$51,191.92	\$53,239.60	\$55,369.18	\$57,583.95
Class 3 (Maximum)	\$51,732.00	\$53,801.28	\$55,953.33	\$58,191.46	\$60,519.12

Current Salary Range	CPI Increase 01-Jul-09	CPI Increase 01-Jul-10	CPI Increase 01-Jul-11	CPI Increase 01-Jun-12
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Current Salary Range	CPI Increase 01-Jul-09	CPI Increase 01-Jul-10	CPI Increase 01-Jul-11	CPI Increase 01-Jun-12
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Administration Support

Minimum	\$37,999.00	\$39,518.96	\$41,099.72	\$42,743.71	\$44,453.46
Maximum	\$42,559.00	\$44,261.36	\$46,031.81	\$47,873.09	\$49,788.01

Maintenance Worker

Minimum	\$35,272.00	\$36,682.88	\$38,150.20	\$39,676.20	\$41,263.25
Maximum	\$43,059.00	\$44,781.36	\$46,572.61	\$48,435.52	\$50,372.94

Finance/ Payroll

Minimum	\$37,999.00	\$39,518.96	\$41,099.72	\$42,743.71	\$44,453.46
Maximum	\$49,059.00	\$51,021.36	\$53,062.21	\$55,184.70	\$57,392.09

Executive Support/ Info Res Officer

Minimum	\$37,999.00	\$39,518.96	\$41,099.72	\$42,743.71	\$44,453.46
Maximum	\$55,127.00	\$57,332.08	\$59,625.36	\$62,010.38	\$64,490.79

Senior Administration Officer

Minimum	\$37,999.00	\$39,518.96	\$41,099.72	\$42,743.71	\$44,453.46
Maximum	\$59,559.00	\$61,941.36	\$64,419.01	\$66,995.77	\$69,675.61

HR, IT and Marketing Coordinator

Minimum	\$37,999.00	\$39,518.96	\$41,099.72	\$42,743.71	\$44,453.46
Maximum	\$62,559.00	\$65,061.36	\$67,663.81	\$70,370.37	\$73,185.18

Financial Accountant

Minimum	\$37,999.00	\$39,518.96	\$41,099.72	\$42,743.71	\$44,453.46
Maximum	\$61,559.00	\$64,021.36	\$66,582.21	\$69,245.50	\$72,015.32

Fundraising and Database Coordinator

Minimum	\$37,999.00	\$39,518.96	\$41,099.72	\$42,743.71	\$44,453.46
Maximum	\$65,000.00	\$67,600.00	\$70,304.00	\$73,116.16	\$76,040.81

Occupational Therapists, Physiotherapists and Speech Pathologists

Grade 1 (Minimum)	\$36,210.00	\$37,658.40	\$39,164.74	\$40,731.33	\$42,360.58
Grade 1 (Maximum)	\$44,471.00	\$46,249.84	\$48,099.83	\$50,023.83	\$52,024.78
Grade 2 (Minimum)	\$43,751.00	\$45,501.04	\$47,321.08	\$49,213.92	\$51,182.48
Grade 2 (Maximum)	\$50,186.00	\$52,193.44	\$54,281.18	\$56,452.42	\$58,710.52
Grade 3 (Minimum)	\$52,401.00	\$54,497.04	\$56,676.92	\$58,944.00	\$61,301.76
Grade 3 (Maximum)	\$57,632.00	\$59,937.28	\$62,334.77	\$64,828.16	\$67,421.29
Schools Year 1	\$43,535.00	\$45,276.40	\$47,087.46	\$48,970.95	\$50,929.79
Schools Year 4	\$49,250.00	\$51,220.00	\$53,268.80	\$55,399.55	\$57,615.53
Chief Grade 1 (Minimum)	\$52,384.00	\$54,479.36	\$56,658.53	\$58,924.88	\$61,281.87
Chief Grade 1 (Maximum)	\$53,904.00	\$56,060.16	\$58,302.57	\$60,634.67	\$63,060.06

Child Psychotherapy

Level 1 (Minimum)	\$35,904.00	\$37,340.16	\$38,833.77	\$40,387.12	\$42,002.60
Level 1 (Maximum)	\$44,579.00	\$46,362.16	\$48,216.65	\$50,145.31	\$52,151.12
Level 2 (Minimum)	\$46,891.00	\$48,766.64	\$50,717.31	\$52,746.00	\$54,855.84
Level 2 (Maximum)	\$50,448.00	\$52,465.92	\$54,564.56	\$56,747.14	\$59,017.02
Level 3 (Minimum)	\$52,681.00	\$54,788.24	\$56,979.77	\$59,258.96	\$61,629.32
Level 3 (Maximum)	\$52,902.00	\$55,018.08	\$57,218.80	\$59,507.56	\$61,887.86
Level 4 (Minimum)	\$57,739.00	\$60,048.56	\$62,450.50	\$64,948.52	\$67,546.46
Level 4 (Maximum)	\$61,889.00	\$64,364.56	\$66,939.14	\$69,616.71	\$72,401.38

Early Intervention Educational Assistants

Grade 1 (Minimum)	\$31,103.00	\$32,347.12	\$33,641.00	\$34,986.64	\$36,386.11
Grade 1 (Maximum)	\$34,096.00	\$35,459.84	\$36,878.23	\$38,353.36	\$39,887.50
Grade 2 (Minimum)	\$42,079.00	\$43,762.16	\$45,512.65	\$47,333.15	\$49,226.48
Grade 2 (Maximum)	\$43,559.00	\$45,301.36	\$47,113.41	\$48,997.95	\$50,957.87
Junior (Minimum)	\$31,083.00	\$32,326.32	\$33,619.37	\$34,964.15	\$36,362.71
Junior (Maximum)	\$32,348.00	\$33,641.92	\$34,987.60	\$36,387.10	\$37,842.58

Early Intervention Teacher

Grade 1 (Minimum)	\$35,127.00	\$36,532.08	\$37,993.36	\$39,513.10	\$41,093.62
Grade 1 (Maximum)	\$43,127.00	\$44,852.08	\$46,646.16	\$48,512.01	\$50,452.49
Grade 2 (Minimum)	\$40,659.00	\$42,285.36	\$43,976.77	\$45,735.85	\$47,565.28
Grade 2 (Maximum)	\$47,159.00	\$49,045.36	\$51,007.17	\$53,047.46	\$55,169.36
Grade 3 (Minimum)	\$41,659.00	\$43,325.36	\$45,058.37	\$46,860.71	\$48,735.14
Grade 3 (Maximum)	\$49,659.00	\$51,645.36	\$53,711.17	\$55,859.62	\$58,094.01
Grade 4 (Minimum)	\$50,744.00	\$52,773.76	\$54,884.71	\$57,080.10	\$59,363.30
Grade 4 (Maximum)	\$52,744.00	\$54,853.76	\$57,047.91	\$59,329.83	\$61,703.02

Registered Nurses

Registered Nurse Grade 2 (Minimum)	\$36,536.24	\$37,997.69	\$39,517.60	\$41,098.30	\$42,742.23
Registered Nurse Grade 4 B (Maximum)	\$53,055.60	\$55,177.82	\$57,384.94	\$59,680.33	\$62,067.55

**SCHEDULE B (Health Services Union of Australia (Health Professional Services -
Private Sector Victoria) Award 2004)**

This Schedule applies to persons employed in the occupations of Occupational Therapist, Speech Pathologist, Recreation Therapist, Child Psychotherapist and Client Adviser/Rehabilitation Adviser.

B1. Sole Allowance

An employee who is the only person employed in one of the below listed classifications shall be paid, in addition to their appropriate rate, an allowance per week at the rate of 5% of the weekly wage of Schedule A (Occupational Therapists, Physiotherapists and Speech Pathologists) Grade 1, first year of experience:

- Occupational Therapist;
- Speech Pathologist;
- Recreation Therapist;
- Physiotherapist

**SCHEDULE C (Educational Services - Early Childhood Assistants - Victoria - Award
1999)**

This Schedule applies to employees employed as Early Childhood Assistants.

C1. Infectious Diseases Leave

- (a) An employee who contracts, or believe they have contracted, one of the infectious diseases listed in this clause must as soon as possible notify the employer of contracting the infectious disease.
- (b) An employee who contracts an infectious disease through a contact in the area of employment shall be entitled to infectious diseases leave in accordance with the following scale:

Disease	Leave
Chicken Pox (Varicella)	5 working days
German Measles (Rubella)	5 working days
Hepatitis	as decided by medical practitioner
Influenza	5 working days
Measles (Morbilli)	10 working days
Mumps	10 working days
Rheumatic Fever	as decided by medical practitioner
Scarlet Fever	10 working days
Whooping Cough	10 working days

- c) Provided that a duly signed certificate by a qualified medical practitioner accompanies any application for leave with pay under the provisions of this clause.

C2. Holidays for Early Childhood Assistants

Employees employed as **Early Childhood Assistants** shall be entitled to Annual Leave on full pay for a period equal to four (4) weeks cumulative for each continuous twelve (12) months

service with the Employer. In addition they are entitled to seventeen and a half percent (17.5%) leave loading.

C3. Cleaning Allowance

An employee required to do general cleaning work as part of their daily routine in cleaning toilets, closets or lavatories shall be paid \$1.48 per day worked

SCHEDULE D (Social and Community Services - Victoria - Award 2000)

This schedule applies to employees of the Employer employed in the occupation of social worker for when a necessary condition of employment is a degree or diploma with a major study in social work and for the occupation of recreation worker, welfare worker, youth worker, community development worker and social planner.

All terms and conditions of employment relating to Social workers, recreation workers welfare workers, youth workers, community development workers and social planners are contained in the body of this Agreement.

SCHEDULE E (Early Childhood Teachers Interim Award 1999)

This Schedule applies to employees who are engaged in the performance of all work in or in connection with or incidental to the industries and/or industrial pursuits of early childhood education.

E1. Infectious diseases leave

- (a) An employee who contracts, or believe they have contracted, one of the infectious diseases listed in this clause must as soon as possible notify the employer of contracting the infectious disease.
- (b) An employee who contracts an infectious disease through a contact in the area of employment shall be entitled to infectious diseases leave in accordance with the following scale:

Disease	Leave
Chicken Pox (Varicella)	5 working days
German Measles (Rubella)	5 working days
Hepatitis	as decided by medical practitioner
Influenza	5 working days
Measles (Morbilli)	10 working days
Mumps	10 working days
Rheumatic Fever	as decided by medical practitioner
Scarlet Fever	10 working days
Whooping Cough	10 working days

- c) Provided that a duly signed certificate by a qualified medical practitioner accompanies any application for leave with pay under the provisions of this clause.

E2. Holidays for Early Childhood Teachers

Employees employed as **Early Childhood Teachers** shall be entitled without deduction of pay, to school holidays as set by the Education Department.

Employees shall be paid as per the normal pay arrangement for the holidays.

Employees employed for only part of the calendar year, on termination or at the conclusion of the calendar year shall be paid an amount for accrued pro rata holiday entitlement, based on the following calculations.

$$\frac{\text{No. of weeks worked by employee during term time}}{\text{No. of weeks of term time per annum}} \times \frac{\text{weeks of term holidays}}{1} = \text{employee entitlement in weeks}$$

Term holidays which have already been paid shall be deducted from the entitlement due to the Employee. The outstanding balance shall be the pro rata holiday entitlement, expressed in weeks.

SCHEDULE F (Health Services Union of Australia (Victoria - Private Sector - Medical Scientists, Psychologist and Pharmacists) Award 2004)

This Schedule applies to employees employed as Psychologists.

F1. Higher Qualifications

Where a Psychologist has a higher qualification they shall be paid, in addition to the rates prescribed by in this Agreement the following:

- (a) For M.A., M.Sc., M.Psych., Membership of the Boards of Clinical Psychologists, Counselling Psychologists, and Neuro-Psychologists of the Australian Psychological Society, M.B.A., Post Graduate Diploma in Health Administration, or any other recognised equivalent qualification from a tertiary institution, the sum of 7.5% of Schedule A (Psychologists) grade I year 1 Psychologists' rate.

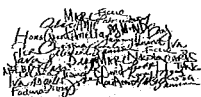
- (b) For Ph.D., Psy.D., D.Sc., or a recognised equivalent qualification, the sum of 10% of Schedule A (Psychologists) grade I year 1 Psychologists' rate.

**SCHEDULE G (Health and Allied Services - Private Sector - Victoria Consolidated
Award 1998)**

This Schedule applies to Employees employed with the Employer in performing clerical and administrative and maintenance functions.

All terms and conditions of employment relating to clerical, administrative and maintenance functions are contained in the body of this Agreement.

SCHEDULE H



Windermere

*everyone is someone
in our community*

GENERAL CONDITIONS OF EMPLOYMENT

a) Image of Windermere

You are asked to ensure that the Employer's image is enhanced and protected by performing all of their duties in a courteous, efficient and professional manner.

b) Place of Employment

You may be required to report for duties and work from any of the Employer's work locations throughout our service region.

c) Employment offer/Pre-Employment Checks

No offer of employment can be made until satisfactory Medical and Police and Working with Children checks (which remain the property of the Employer) are undertaken.

In keeping with best practice standards, the Employer requires all staff, students and volunteers to have undergone a Working with Children Check and check of criminal records prior to the offer of any employment or duty with the fee paid for the criminal record check by the Employer. The results of the criminal check are not retained on file. As a prelude to any employment arrangement, you must sign a Consent to Check and Release Police Record form to facilitate the process.

d) Continued Employment

All positions are heavily dependent upon on-going funding. Should such funding decline to an inadequate level this position may be terminated following 4 weeks written notice.

e) Use of Equipment (including cars)

You are expected to exercise due care in the use of all equipment, including cars, issued or entrusted to you and to advise your supervisor when maintenance is due to be carried out. Fleet cars are provided for the use of staff during business hours and it is expected that you follow policy guidelines developed for the use of the Employer's motor vehicles.

f) Public Statements

You are expected to refrain from making public statements or issuing comments to the media unless specifically authorised by the Chief Executive.

g) Safety

You are expected to adhere to Occupational Health & Safety guidelines and use all necessary safety equipment provided and to report any defect of any such equipment or an unsafe working environment as soon as it comes to your attention.

h) Performance Reviews

The Employer carries out 6 weekly, 3 and 6 monthly and Annual Performance Reviews for all permanent staff on the anniversary of their employment and you are expected to fully participate in your Review.

i) Equal Opportunity

You are expected to be respectful, encouraging and helpful to all fellow employees and to observe the principles of equal opportunity and non-discriminatory employment practices.

j) Promotion of the Employer

All staff benefit from marketing and promotion of activities undertaken by the Employer and are, therefore, expected to support fundraising initiatives and participate in public relations activities.

k) Sensitive Information

You shall provide a written undertaking to regard with the utmost confidentiality all information which comes to you by virtue of your employment with the Employer. You are asked to be guarded in the disclosure of sensitive or confidential information. Such information MUST be approved by a member of the Management group prior to release.

l) Reputation

Windermere's reputation is a valuable asset and therefore you are asked to advise your supervisor should you be aware of any issues likely to affect the performance, image or public perception of the Employer. You are also asked to advise your supervisor if you become aware of any illegal activity within Windermere or closely associated with Windermere which could impact negatively on its reputation.

m) Personal Property

The loss, damage or theft of your personal property from the Employer's premises is not covered by the Employer except where such loss, damage or theft is occasioned by forced entry of the premises and the financial consequence is claimable under the Employer's insurances.

n) Smoking

The Employer enjoys a non-smoking environment and complies with the Occupational Health & Safety and Equal Opportunity legislation.

o) Agency Policy and Procedure

A comprehensive Policy and Procedure Manual is available to you to assist in undertaking tasks in accordance with these provisions.

p) Incidental and Peripheral duties

You may be directed to carry out duties that are incidental and peripheral to the work you normally perform. These duties will be within your skill, competence and training level and consistent with your position.

q) Additional Employment

You may not, during full time employment with the Employer, be otherwise engaged or employed in any other business or occupation for fee or reward, except with the prior written consent of the Chief Executive.