

**COMMUNITY TRANSPORT
INDUSTRY (NSW) MULTI
ENTERPRISE AGREEMENT
2011**



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INTERPRETATION/DEFINITIONS

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

Agreement means this multi enterprise agreement

Award means the relevant applicable award

Continuous Service means as that term is defined in the Act.

Employee means National System Employee within the meaning of the Act.

Employer means each Employer who is a party to this Agreement

Employment means your employment with the employer.

NES means National Employment Standards

Ordinary rate of Pay, in relation to an Employee, means remuneration for the Employee's normal weekly number of hours of work calculated at the ordinary time rate of pay of the Employee

Ordinary time rate of Pay means:

(a) in the case of an Employee who is remunerated in relation to an ordinary time rate of pay fixed by the terms of this Agreement the time rate of pay so fixed as amended from time to time;

(b) in the case of an Employee:

(i) who is remunerated otherwise than in relation to an ordinary time rate of pay so fixed, or partly in relation to an ordinary time rate of pay so fixed and partly in relation to any other manner; or

(ii) where no ordinary time rate of pay is so fixed for an Employee's work under this Agreement

the average time rate of pay earned by the Employee during the period actually worked by the Employee in the service of the Employer during the period of 1 month immediately preceding the date on which the calculation of ordinary time rate of pay is made.

Parties means the parties to this Agreement listed at Schedule F

Standard Rate means the minimum wage for an Employee at classification 3, pay point 3 of Schedule B of this Agreement.

1. OBJECT OF THE AGREEMENT

1.1 Title

This Agreement shall be known as the Community Transport Industry (NSW) Multi Enterprise Agreement 2011.

1.2 Coverage

This Agreement shall be binding upon those Employers at Schedule F to this Agreement and the Employees of such Employers performing work within the scope of the Social, Community, Home Care and Disabilities Services Award 2010 and the Passenger Vehicle Transportation Award 2010.

1.3 Date and Period of Operation

This Agreement shall come into operation on the seventh day after the Agreement is approved by Fair Work Australia. The nominal expiry date of this Agreement is 30 September 2015.

2. RELATIONSHIP TO PARENT AWARDS & THE NES

2.1 Where specified in this Agreement it incorporates (as appropriate to the duties of each Employee) the Social, Community, Home Care and Disability Services Award 2010 and the Passenger Vehicle Transportation Award 2010 as in operation at the date of making this Agreement and then as amended from time to time including the transitional provisions in respect of 2B State Awards.

2.2 Where the NES has provisions that are inconsistent with this Agreement, the NES will prevail to the extent of the inconsistency if, and only if, the NES is more favourable to the Employee than the terms of this Agreement.

3. FLEXIBILITY

3.1 Notwithstanding any other provision of this Agreement, the Employer and an individual Employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of the Employer and the individual Employee. The terms the Employer and the individual Employee may agree to vary the application of are those concerning:

- (a) arrangements for when work is performed;

- (b) overtime rates;
 - (c) penalty rates;
 - (d) allowances;
 - (e) leave loading; and
 - (f) the taking of any type of leave
- 3.2 The Employer and the individual Employee must have genuinely made the agreement without coercion or duress.
- 3.3 The agreement between the Employer and the individual Employee must:
- (a) be confined to a variation in the application of one or more of the terms listed in clause 3.1; and
 - (b) result in the Employee being better off overall than the Employee would have been if no individual flexibility agreement had been agreed to.
- 3.4 The agreement between the Employer and the individual Employee must also:
- (a) be in writing, name the parties to the agreement and be signed by the Employer and the individual Employee and, if the Employee is under 18 years of age, the Employee's parent or guardian;
 - (b) state each term of this Agreement that the Employer and the individual Employee have agreed to vary;
 - (c) detail how the application of each term has been varied by agreement between the Employer and the individual Employee;
 - (d) detail how the agreement results in the individual Employee being better off overall in relation to the individual Employee's terms and conditions of Employment; and
 - (e) state the date the Agreement commences to operate.
- 3.5 The Employer must give the individual Employee a copy of the agreement within fourteen (14) days after it has been agreed to and keep the agreement as a time and wages record.
- 3.6 Except as provided in clause 3.4(a) the agreement must not require the approval or consent of a person other than the Employer and the individual Employee.
- 3.7 An Employer seeking to enter into an agreement must provide a written proposal to the Employee. Where the Employee's understanding of written English is limited the Employer must take measures, including translation into an appropriate language, to ensure the Employee understands the proposal.
- 3.8 The agreement may be terminated:

- (a) by the Employer or the individual Employee giving four weeks notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
- (b) at any time, by written agreement between the Employer and the individual Employee.

3.9 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an Employer and an individual Employee contained in any other term of this Agreement.

4. ACCESS TO THE ENTERPRISE AGREEMENT AND THE NATIONAL EMPLOYMENT STANDARDS

4.1 The Employer must ensure that copies of this Agreement and the NES are available to all Employees to whom they apply either on a notice board which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

5. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

5.1 Employer to notify:

Where an Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Employer must notify the Employees who may be affected by the proposed changes and their representatives, if any.

5.2 Employer to discuss change

(a) The Employer shall discuss with the Employees affected and their representatives, if any, inter alia the introduction of the changes referred to in clause 5.1, the effects the changes are likely to have on Employees and measures to avert or mitigate the adverse effects of such changes on Employees and shall give prompt consideration to matters raised by the Employees and/or their representatives in relation to the changes.

- (b) The discussions shall commence as early as practicable after a definite decision has been made by the Employer to make the changes referred to in clause 5.1.
- (c) For the purposes of such discussion, the Employer shall provide in writing to the Employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees and any other matters likely to affect Employees provided that any Employer shall not be required to disclose confidential information the disclosure of which would adversely affect the Employer.

6 DISPUTE RESOLUTION

- 6.1 In the event of a dispute about a matter under this Agreement, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the Employee or Employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the Employee or Employees concerned and more senior levels of management as appropriate.
- 6.2 If a dispute about a matter arising under this Agreement or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 6.1 have been taken, a party to the dispute may refer the dispute to Fair Work Australia.
- 6.3 The parties may agree on the process to be utilised by Fair Work Australia including mediation, conciliation and consent arbitration.
- 6.4 Where the matter in dispute remains unresolved, Fair Work Australia may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 6.5 An Employer or Employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 6.6 While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable occupational health and safety legislation, an Employee must not unreasonably fail to comply with a direction by the Employer to perform work, whether at the same or another workplace that is safe and appropriate for the Employee to perform.

7. Consultation in the Workplace

7.1 Consultation In The Workplace:

The Parties to this Agreement seek to establish consultative and participative workplaces where Employees and management engage in an ongoing discourse and dialogue that minimises workplace disputes and that foster local dispute resolution and grievance resolution. It also recognises that many of the Employers to this Agreement employ few people and rely on volunteer and community input and contribution both as to governance and operational management.

This Agreement provides for leave for elected union delegates to attend training, and leave for delegates to attend union meetings.

In addition the parties have identified a number of provisions in this Agreement where workplace flexibility is appropriate.

Accordingly the parties have agreed to establish structures where appropriate in the workplace to facilitate this open dialogue, dispute resolution and enhanced workplace flexibility.

7.2 Workplace Consultation

- 7.2.1 Each Employer shall establish a workplace consultative committee if there is a request from Employees with a view to involving staff in decisions about their workplace that impact on those Employees. It is envisaged that once a request has been made to establish a consultative committee that the committee will function in an ongoing way.
- 7.2.2 In circumstances where there is no such request, the Employer agrees to abide by the provisions of the model consultative clause.
- 7.2.3 The committee shall comprise an equal number, but not in excess of 2 each of Employer and Employee representatives,
- 7.2.4 The committee shall ordinarily attempt to meet at least 4 times a year. Save that an urgent meeting shall be called where any member so requests.
- 7.2.5 The primary purpose of the committee is to facilitate open discussion between the Employer and Employees about workplace issues. However, the committee if established shall be the primary vehicle through which the Employer meets its obligations in regard to the introduction of change and of redundancy and its impact on Employees.
- 7.2.6 The Employee representatives shall be elected by and from the whole staff excluding those nominated by the Employer.
- 7.2.7 The Employer shall nominate their representatives by no later than February 1st of each year and shall allow for the election of Employee nominees by the Employees to occur no later than February 15th in each year.
- 7.2.8 If there is a Union Workplace Delegate they shall automatically fill

one of the Employee positions. Where there is more than one delegate then the union representative to sit on the committee shall be elected by and from those delegates.

- 7.2.9 The first meeting of the year should be held no later than March the 15th in each year.
- 7.2.10 Committee members and all Employee members shall be entitled to place a matter on the agenda.
- 7.2.11 The agenda shall be circulated 2 days prior to the meeting.
- 7.2.12 Meetings of the committee will be chaired by a person nominated by the Employer.
- 7.2.13 The primary purpose of the committee is consultative. As such it is not empowered to make decisions that are the responsibility of the Employer Committee/Board in its capacity as an Employer and recipient of public funding.

7.3 Union Delegates

- 7.3.1 Consistent with the provision of the Act the Employer will recognize union appointed/elected delegates as the legitimate representatives of their members and this delegate clause will apply only to those Employers who have a duly elected delegate or delegates employed in their organisation.
- 7.3.2 Union delegates may be provided with reasonable time-off to represent the interests of the Employees. Any such provision will only be made after taking into account the organizational needs of the service and its community and being satisfied that such service will not be compromised by losing an Employee for an extended period of time. Any such approval will not be unreasonably withheld.
- 7.3.3 Union delegates will at all times conduct themselves in a reasonable and respectful manner when representing the interests of members.
- 7.3.4 Union delegates will be entitled to unpaid leave to attend union training and properly called union meetings. Nothing in this clause will restrict an Employer's ability to provide a union delegate with paid time to attend such training and meetings at the Employer's election.
- 7.3.5 Upon request, union delegates will not be denied access to the reasonable use of workplace facilities, (phone, email, copying) . However any use will be denied if it compromises or negatively impacts on the core business of the Employer.
- 7.3.6 Union delegates will be notified by the Employer of all new Employee inductions and invited to attend the induction to provide

new Employees with a short introduction, not exceeding 15 minutes to the union. This will occur at a time that is suitable to both the delegate and the Employer during the new Employee induction as far as reasonably practicable. In lieu of notifying the union delegate the Employer may notify an official of the union in accordance with this clause.

8. CAPABILITY TO VARY THE AGREEMENT

- 8.1 Subject to the requirements of the Act an application to vary any of the terms of this Agreement can be made under the Act. Such application must be in writing and agreed to by the Parties provided that individual arrangements may be entered in accordance with clause 3 "Flexibility" and the Pay Table at Schedule B may be updated in accordance with clause 32 "Change to update Schedule B".

9. TYPES OF EMPLOYMENT

9.1 Employment categories

- (a) Employees under this Agreement will be employed in one of the following categories:
- i. full-time employment;
 - ii. part-time employment;
 - iii. casual employment; or
 - iv. fixed term employment
- (b) At the time of engagement, an Employer will inform in writing each Employee the basis of their employment. An Employer may direct an Employee to carry out such duties as are within the limits of the Employee's skill, competence and training, consistent with the respective classification.

9.2 Full-time Employment

- (a) A full-time Employee is one who is engaged to work 38 hours per week or an average of 38 hours per week.

9.3 Part-time Employment

- (a) A part-time Employee is one who is engaged to work less than 38 hours per week or an average of less than 38 hours per week and who has reasonably predictable hours of work.
- (b) The terms of this Agreement will apply to part-time Employees on a pro rata basis on the basis that the ordinary weekly hours of work for full-time Employees are 38 hours per week.

9.4 Casual Employment

- (a) A casual Employee is one who is engaged and paid as such but will not include a part-time or full-time Employee.
- (b) A casual Employee will be paid per hour calculated at the rate of 1/38th of the weekly rate appropriate to the Employee's classification. In addition, a loading of 25% of that rate will be paid instead of the paid leave entitlements accrued by full-time Employees.
- (c) The allowances in this Agreement that apply to casual Employees will apply on a pro rata basis on the basis that the ordinary weekly hours of work for full-time Employees are 38 hours per week. No loading is to be paid to casual Employees on allowances.
- (d) Casual Employees will be paid the following minimum number of hours, at the appropriate rate, for each engagement:-
 - (i) social and community services Employees except when undertaking disability services work and Employees who but for this Agreement would be Employees covered by Passenger Vehicle Transportation Award 2010.- 3 hours
 - (ii) home care Employees – 1 hour
 - (iii) all other Employees – 2 hours

9.5 Fixed Term Employment

- (a) A fixed term Employee is one who is engaged for a specified period of time, for a specified task, or for the duration of a specified season.
- (b) A fixed term Employee may be engaged to work on a full-time or a part-time basis.
- (c) This Agreement applies to a fixed term Employee except to the extent that this Agreement provides that it does not apply.
- (d) A fixed term Employee under this Agreement is not covered by and does not have the benefit of Division 11 of the Act and is not entitled to termination notice under clause 10 and redundancy pay under clause 11 of this Agreement.
- (e) When offering Employment on a fixed term basis the term shall not exceed 12 months.
- (f) If a fixed term Employee is subsequently appointed to a full-time or part-time position with the Employer, any period of the fixed term contract

completed immediately prior to the commencement of the full-time or part-time position shall be recognised as Continuous Service with the Employer for calculating entitlements under this Agreement provided only that the Employee has not received payments in lieu of those entitlements.

10. TERMINATION OF EMPLOYMENT

10.1 Nothing in this clause shall prevent the summary dismissal of an Employee for misconduct.

10.2 (a) except for misconduct justifying summary dismissal, the services of an Employee shall be terminated by an Employer only by written notice as prescribed by the following:

Years of Continuous Service	Notice Required
Not more than 1 year	at least one week
More than 1 but not more than 3 years	at least two weeks
More than 3 but not more than 5 years	at least three weeks
More than 5 years	at least four weeks

(b) Where an Employee is over 45 years of age they shall receive in addition to the above table, one week's extra notice, provided the Employee has had a minimum of two years Continuous Service.

(c) Nothing in this clause shall prevent the Employer from giving payment in lieu of, and equal in value to, the period of notice in 10.2(a) or 10.2(b).

10.3 Notice of termination by an Employee

The notice of termination required to be given by an Employee is the same as that required of an Employer except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned. If an Employee fails to give the required notice the Employer may withhold from any monies due to the Employee on termination under this Agreement or the NES, an amount not exceeding the amount the Employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the Employee.

10.4 Job search entitlement

Where the Employer has given notice of termination to an Employee, an Employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other Employment. The time off is to be taken at

times that are convenient to the Employee after consultation with the Employer.

11. REDUNDANCY

11.1 Redundancy Pay

The NES applies in respect of redundancy pay except that the redundancy pay period as set out in section 119(2) of the Act does not apply and the redundancy pay period table at schedule A of this Agreement applies.

12. CLASSIFICATION AND REMUNERATION

- 12.1 Employees will be remunerated in accordance with the pay table at Schedule B of this Agreement. The Classifications referred to in the pay table are described in Schedule C. Nothing contained within this Agreement prevents the Employer paying the Employee a rate higher than that provided for in Schedule B.
- 12.2 Rates of pay in accordance with the pay table at Schedule B of this Agreement will be increased in accordance with any national minimum wage order made in an annual wage review by Fair Work Australia. The increase will apply to each of the Classifications and pay points on a pro rata basis with the percentage increase of the national minimum wage after the review as compared to the national minimum wage immediately prior to the review being applied to each classification and pay point.
- 12.3 During the life of this Agreement no Employee will fall below the ordinary rate of pay that would have been payable under the Social, Community, Home Care and Disability Services Award 2010 or Passenger Vehicle Transportation Award 2010 (as appropriate to the duties of each such Employee) and if any Employee would be entitled to a higher ordinary rate of pay under the Award applicable to that Employee then the rate of pay under the applicable Award will apply on and from the date that the ordinary rate of pay would be less than under this Agreement.

13. PROGRESSION AND NOTIFICATION

- 13.1 Employers must advise their Employees in writing of their classification upon commencement and of any subsequent changes to their classification.
- 13.2 **Progression**
 - (a) An Employee shall not move from one pay point to the next pay point unless:-

- i. in the case of a full-time Employee, that Employee has been paid at the same rate for twelve months; or
 - ii. in the case of a part-time or casual Employee, that Employee has worked 800 ordinary hours and has been paid for at least twelve months on that pay point; and
 - iii. where an Employer has adopted a staff development and performance appraisal scheme in addition to satisfying the requirements at (i) or (ii) the Employee has demonstrated satisfactory performance whilst on the pay point.
- (b) Movement to a higher classification will only occur by way of promotion or re-classification.

14. SALARY PACKAGING

- 14.1 Where the Employer has the current status of Public Benevolent Institution within the prescribed limitations of the Fringe Benefit Tax Legislation the Employer is able to offer its Employees a flexible remuneration package, which includes fringe benefits, without having to pay fringe benefits tax on that part of the package.
- 14.2 Where agreed between the Employer and a full-time, part-time or casual Employee, an Employer may offer salary packaging in respect of salary. Neither the Employer nor the Employee may be compelled to enter into a salary packaging agreement.
- 14.3 Salary packaging shall mean that an Employee will have part of their salary packaged into a fringe benefit which does not constitute a direct payment to the Employee but is payable to a bona fide third party.
- 14.4 The terms and conditions of such a package shall not, when viewed objectively, be less favourable than the entitlements otherwise available under this Agreement and shall be subject to the following provisions:
- (a) the Employer shall ensure that the structure of any agreed remuneration package complies with taxation and other relevant legislation;
 - (b) where there is an agreement to salary package, the agreement shall be in writing and made available to the Employee;
 - (c) the Employee shall have access to details of the payments and transactions made on their behalf. Where such details are maintained electronically, the Employee shall be provided with a printout of the relevant information;
 - (d) the Employer has the right to vary or withdraw from a salary packaging agreement and/or withdraw from offering salary packaging in the event of amendments to legislation that are detrimental to, or increase the costs of, salary packaging arrangements;
 - (e) notwithstanding any of the above arrangements, the Employer or Employee may cancel any salary packaging agreements by the giving of one month's notice of cancellation to the other party;

- (f) the calculation of entitlements concerning superannuation and annual leave loading on annual leave and any other loadings or allowances in this Agreement will be based on the remuneration the Employee would receive but for participating in salary packaging; and
- (g) all salary packaging arrangements shall cease during any period of leave without pay, including periods of unpaid sick leave and for a casual Employee if their earnings for the pay period are not sufficient to make all payments that would have been made under the salary packaging arrangement for that pay period but for this clause 14(g).

15. SUPPORTED WAGE SYSTEM

- 15.1 With respect to a supported wage system this Agreement incorporates (as appropriate to the duties of each Employee) the Social, Community, Home Care and Disability Services Award 2010 and the Passenger Vehicle Transportation Award 2010.

16. SUPERANNUATION

- 16.1 The Employer will contribute at the required rates to a complying superannuation fund nominated by the Employee in accordance with all relevant legal obligations. Where an Employee does not nominate a fund, within 28 days of commencement of Employment with the Employer, the Employer shall contribute to a superannuation fund or its successor as provided in the Social, Community, Home Care and Disability Services Industry Award 2010 or the Passenger Vehicle Transportation Award 2010 (as appropriate to the duties of each Employee).

17. PAYMENT OF WAGES

- 17.1 Wages will be paid weekly or fortnightly by cash, cheque or electronic funds transfer into the bank or financial institution account nominated by the Employee.

18. ORDINARY HOURS OF WORK AND ROSTERING

- 18.1 The ordinary hours of work will be an average of 38 hours per week and may be worked on any day of the week and in the following manner:
 - (a) 38 hours on up to five days within a work cycle not exceeding seven consecutive days;
 - (b) 76 hours on up to 10 days within a work cycle not exceeding 14 consecutive days;

- (c) 114 hours on up to 15 days within a work cycle not exceeding 21 consecutive days; or
 - (d) 152 hours on up to 20 days within a work cycle not exceeding 28 consecutive days.
- 18.2 The ordinary hours of work may be worked in the following ways:
- (a) providing for one accrued rostered day off (eight hours) and 19 days of work over a continuous four week period; provided that, by agreement between Employer and Employee, accrued rostered days off may be accumulated to a maximum of 10 such days over a 40 week period; or
 - (b) payment for ordinary hours worked in accordance with the provisions of clause 18.1.
- 18.3 (a) The ordinary hours of work for an Employee who but for this Agreement would be an Employee covered by the Social, Community, Home Care and Disability Services Award 2010 is 8 hours for any one shift. By agreement, the ordinary hours in clause 18.1 may be worked up to ten hours per shift
- (b) The ordinary hours of work for an Employee who but for this Agreement would be covered by the Passenger Vehicle Transportation Award 2010 is 10 hours, exclusive of meal breaks on any one day.
- 18.4 All known rostered duty, which may include broken shifts and days off, must be displayed at least seven days prior to the commencement of such duty. Changes to the roster, including alterations to days off, must be displayed at least 24 hours in advance and the Employee must be notified. Any changes for which less than 24 hours notice has been given must be agreed to by the Employee.
- 18.5 An Employee who is engaged as a coach driver on a single day charter may have a rostered shift divided into two working periods, with no requirement to return to the depot during the rostered shift. Such an Employee will be paid waiting time at the rate of 50% of the Ordinary rate of Pay plus any applicable penalty or loading, provided that the waiting time so paid for will not be taken into account in the computation of hours for overtime purposes.

19. SATURDAY AND SUNDAY WORK

- 19.1 Employees whose ordinary working hours include work on a Saturday and/or Sunday, will be paid for ordinary hours worked between midnight on Friday and midnight on Saturday at the rate of time and a half, and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of double time.
- 19.2 Casual Employees who work less than 38 hours per week will not be entitled to payment in addition to any casual loading in respect of their Employment between midnight on Friday and midnight on Sunday.

20. BREAKS

20.1 Meal breaks

- (a) Every Employee who but for this Agreement would be an Employee under the Social, Community, Home Care and Disability Services Industry Award 2010 will be entitled to a meal break in accordance with that Award
- (b) Every Employee who but for this Agreement would be an Employee under the Passenger Vehicle Transportation Award 2010 is entitled to a meal break in accordance with that Award

20.2 Tea breaks

- (a) Every Employee will be entitled to a paid 10 minute tea break in each 4 hours worked at a time to be agreed between the Employer and Employee.
- (b) Tea breaks will count as time worked.

20.3 Crib breaks

Every Employee who but for this Agreement would be an Employee under the Passenger Vehicle Transportation Award 2010 is entitled to a paid crib break of between 15 and 30 minutes to be taken at any reasonable location, but is only so entitled where a rostered meal break cannot be provided.

21. OVERTIME AND PENALTY RATES

21.1 Payment in Accordance with Award

Except as otherwise provided in this Agreement the Employer shall pay overtime and penalty rates as provided in the Social, Community, Home Care and Disability Services Industry Award 2010 or the Passenger Vehicle Transportation Award 2010 (as appropriate to the duties of each Employee).

21.2 Time in Lieu

By mutual agreement, an Employee may be compensated by way of time off instead of payment of overtime (time for time) on the following basis:

- (a) time off instead of payment for overtime must be taken at ordinary rates;

(b) where it is not possible for an Employee to take the time off instead of payment for overtime within three months from the date the Employee completed the overtime, the Employee can at his or her discretion give notice in writing to the Employer requesting that payment for overtime be made instead of accruing the entitlement to take the time off. If the Employee gives such a notice overtime is to be paid out at the appropriate overtime rate in addition to the next payment of wages to the Employee based on the rates of pay applying at the time payment is made;

(c) an Employee cannot be compelled to take time off instead of payment for overtime; and

(d) an Employee cannot be compelled to receive payment for overtime instead of taking time off.

21.3 Rest period after overtime

(a) An Employee, other than a casual, who works so much overtime between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift that they have not had at least 10 consecutive hours off duty between those times, will be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

(b) If, on the instructions of the Employer, such an Employee resumes or continues work without having had 10 consecutive hours off duty, they will be paid at the rate of double time until they are released from duty for such rest period and they will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

21.4 Recall to work overtime

An Employee recalled to work overtime after leaving the Employer's or client's 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.

22. SHIFT WORK

22.1 Engagement in Shiftwork

Where an Employer wishes to engage an Employee in shiftwork, the Employer will advise the Employee in writing, specifying the period over which the shift is ordinarily worked.

22.2 Definitions

- (a) **Afternoon shift** means any shift which finishes after 8.00 pm and at or before 12 midnight Monday to Friday.
- (b) **Night shift** means any shift which finishes after 12 midnight or commences before 6.00 am Monday to Friday.
- (c) A **public holiday shift** means any time worked between midnight on the night prior to the public holiday and midnight of the public holiday.

22.3 Shift allowances and penalty rates

- (a) An Employee who works an afternoon shift will be paid a loading of 15% of their ordinary rate of pay for the whole of such shift.
- (b) An Employee who works a night shift will be paid a loading of 30% of their ordinary rate of pay for the whole of such shift.
- (c) An Employee who works a public holiday shift will be paid a loading of 150% of their ordinary rate of pay for that part of such shift which is on the public holiday.
- (d) Shifts are to be worked in one continuous block of hours that may include meal breaks and sleepover.

23. HIGHER DUTIES

- 23.1 Any Employee who is called upon to perform the duties of another Employee in a higher classification under this Agreement for a period of 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 or the vacant position. Arrangements under this clause must be approved by the Employer in writing and detail the rate to be paid and the terms of such appointment.

24. ANNUAL LEAVE

- 24.1 Annual leave will be as provided for in the NES.
- 24.2 The Employer may require the Employee to take a period of paid annual leave, but only if the Employee is given at least 28 days notice in writing by the Employer and only if: -

- (a) the Employee has accrued an annual leave entitlement of 8 weeks or more so long as the period of paid annual leave does not reduce the Employees accrued annual leave following the taking of the annual leave to less than 4 weeks; or
- (b) the Employer's enterprise is being shut down for a period of time (for example, between Christmas and New Year).
- (c) In circumstances where an Employee is required to take annual leave pursuant to clause 24.2(b) the Employee can only be required to take such leave once in any 12 month period.

24.3 Cashing out of Annual Leave

- (a) If an Employee requests to cash out annual leave by giving the Employer 28 days notice in writing and if the Employer agrees to that request annual leave may be cashed out subject to the following conditions: -
 - (i) the paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to be paid annual leave being less than 4 weeks;
 - (ii) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Employer and the Employee; and
 - (iii) the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has foregone.
- (b) Neither party can be compelled to cash out annual leave and can refuse to do so without the need to provide any explanation or reason for doing so.

25. ANNUAL LEAVE LOADING

- 25.1 In addition to their ordinary pay, an Employee will be paid an annual leave loading of 17.5% of their Ordinary Rate of Pay.

26. PERSONAL/CARER'S LEAVE AND COMPASSIONATE LEAVE

- 26.1 Personal/carer's leave and compassionate leave are provided for in the NES.

26.2 Cashing out of personal/carer's leave

- (a) If an Employee requests to cash out personal/carer's leave by giving the Employer 28 days notice in writing and if the Employer agrees to

that request personal/carer's leave can be cashed out subject to the following conditions: -

- (i) the cashing out does not result in the Employees' remaining accrued entitlements to paid personal/carer's leave being less than 15 days;
 - (ii) each cashing out of a particular amount is to be by way of separate agreement in writing between Employer and the Employee;
 - (iii) the Employee is to be paid the full amount based on the Employees Ordinary Rate of Pay that would have been payable to the Employee had the Employee taken the leave that the Employee has foregone; and
 - (iv) the Employee is not entitled to the benefit of this clause until the Employee has completed five years of Continuous Service with the Employer.
- (b) Neither party can be compelled to cash out personal/carer's leave and can refuse to do so without the need to provide any explanation or reason for doing so.

27. COMMUNITY SERVICE LEAVE

27.1 Community service leave is as provided in the NES.

28. PUBLIC HOLIDAYS

28.1 Public Holidays are provided for in the NES.

28.2 If an Employee is absent from work on either or both the working day(s) immediately before the public holiday or immediately after a public holiday, the Employee will be required to substantiate his/her absence(s) from work with either a medical certificate or statutory declaration.

29. LONG SERVICE LEAVE

29.1 Employees are entitled to long service leave in accordance with the applicable legislation in the state of New South Wales from time to time except to the extent that any of the expressed provisions in this Agreement are inconsistent with that legislation and to the extent of any such inconsistency the provisions of this Agreement shall prevail.

29.2 **Cashing out long service leave**

- (a) If an Employee has accrued and is entitled to take long service leave the Employee may elect to forego taking (or continuing to accrue) an amount of his/her long service leave and instead request to cash out his long service leave by giving the Employer 28 days notice in writing, and if the Employer agrees to that request long service leave can be cashed out subject to the following conditions: -
 - (i) each cashing out of a particular amount of long service leave must be by a separate agreement in writing between the Employer and the Employee; and
 - (ii) the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has foregone.
- (b) Neither party can be compelled to cash out long service leave and can refuse to do so without the need to provide any explanation or reason for doing so.

29.3 Half Paid long service leave

- (a) If an Employee requests to take long service leave on a half pay basis by giving the Employer 28 days notice in writing of their intention to do so and if the Employer agrees to that request long service leave can be taken on a half pay basis subject to the following conditions: -
 - (i) each taking of long service leave on a half pay basis must be by a separate agreement in writing between the Employer and Employee; and
 - (ii) the Employee must be paid the same amount that would have been payable to the Employee had the Employee taken the long service leave on the normal basis.
- (b) Neither party can be compelled to pay long service leave on a half pay basis and can refuse to do so without the need to provide any explanation or reason for doing so.

30. CEREMONIAL LEAVE

- 30.1 An Employee who is legitimately required by Indigenous tradition to be absent from work for Aboriginal or Torres Strait Islander ceremonial purposes will be entitled to up to 10 working days' unpaid leave in any one year, with the approval of the Employer, which cannot be withheld unreasonably.
- 30.2 An Employee who wants an absence from his or her Employment to be covered by this clause must give his or her Employer notice of the absence.
- 30.3 The notice:

- (a) must be given to the Employer as soon as practicable (which may be a time after the absence has started); and
 - (b) must advise the Employer of the period, or the expected period, of the absence.
- 30.4 An Employee's absence from his or her Employment is not covered by this clause unless the Employee complies with this section.

31. NO FURTHER CLAIMS

- 31.1 The Parties undertake that during the life of this Agreement there shall be no further wage or allowance increases sought or granted except as provided under the terms of this Agreement.

32. CHANGE TO UPDATE SCHEDULE B

- 32.1 The pay table at Schedule B may be updated from time to time to reflect increases anticipated within this Agreement or required by law. The updating will not necessitate the amendment or re-executing of the entire Agreement.

33. ALLOWANCES

- 33.1 Expense related allowance rates, types and descriptions are contained at Schedule D of this Agreement.
- 33.2 **Adjustment of expense related allowances in Schedule D only**
- (a) At the time of any adjustment to the Standard Rate, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
 - (b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	Applicable Consumer Price Index figure
Clothing, equipment and tools allowance	Clothing and footwear group
Meal allowances	Take away and fast foods sub-group

Vehicle/travel allowance Private motoring sub-group

33.3 The rates, types and descriptions of allowances that are not expense related allowances are contained at Schedule E of this Agreement.

34. National Training Wage Schedule

34.1 This Agreement incorporates the National Training Wage Schedule (as appropriate to the duties of each Employee) in the Social, Community, Home Care and Disability Services Award 2010 and the Passenger Vehicle Transportation Award 2010.

SCHEDULE A

Redundancy Pay Period

<i>Employees period of Continuous Service with the Employer on termination</i>	<i>Redundancy pay period</i>	<i>Redundancy pay period if over 45 Years of age</i>
Less than 1 year	Nil	Nil
1 year and less than 2 years	4 weeks	5 weeks
2 years and less than 3 years	7 weeks	8.75 weeks
3 years and less than 4 years	10 weeks	12.5 weeks
4 years and less than 5 years	12 weeks	15 weeks
5 years and less than 6 years	14 weeks	17.5 weeks
6 years and over	16 weeks	20 weeks

SCHEDULE B

PAY TABLE

CLASSIFICATION	METHOD OF PAYMENT	PAY POINT				
		1	2	3	4	5
CLASSIFICATION 1	Annual minimum wage for full time employee	\$33,925	\$ 35,052	\$ 36,181		
CLASSIFICATION 2	Annual minimum wage for full time employee	\$38,206	\$39,669	\$ 41,153	\$ 42,786	
CLASSIFICATION 3	Annual minimum wage for full time employee	\$43,913	\$45,481	\$47,024	\$48,593	\$50,284
CLASSIFICATION 4	Annual minimum wage for full time employee	\$ 51,603	\$ 53,024	\$ 54,485	\$ 55,906	
CLASSIFICATION 5	Annual minimum wage for full time employee	\$ 57,347	\$ 59,751	\$60,530		
CLASSIFICATION 6	Annual minimum wage for full time employee	\$64,559	\$ 68,153	\$69,438		

SCHEDULE C

DEFINITIONS OF CLASSIFICATIONS

<p>Classification 1 Year 1, 2, 3</p>	<p>A person employed as a Classification 1 Employee works under close direction and undertakes routine activities which require the practical application of basic skills and techniques. They may include the initial recruit who may have limited relevant experience.</p> <p>General features of work in this level consist of performing clearly defined activities with outcomes being readily attainable. Employees' duties at this level will be closely monitored with instruction and assistance being readily available</p> <p>Classification 1 Employees can be engaged in various activities not involving the driving of passenger vehicles, whilst carrying passengers</p> <p>A position at this level may include some of the following inputs or those of a similar value:</p> <ul style="list-style-type: none"> ○ Undertake routine activities of a clerical and/or support nature; ○ Undertake straightforward operation of keyboard equipment including data input and word processing at a basic level; ○ Provide routine information including general reception and telephonist duties; ○ Provide general stenographic duties; ○ Apply established practices and procedures; ○ Undertake routine office duties involving filing, recording, checking and batching of accounts, invoices, orders, stores requisitions and maintenance of an existing records system; ○ Manual tasks such as vehicle cleaning, yard maintenance etc <p>Classification 1 Employees will:</p> <ul style="list-style-type: none"> ○ Work under direct supervision. ○ Have work outcomes which are clearly monitored. ○ Have their freedom to act limited by standards and procedures. ○ Have no scope for interpretation
<p>Classification 2 Year 1, 2, 3, 4</p>	<p>Classification 2 Employees are Employees with skills in excess of Classification 1 who are employed to perform duties of a more complex, varied and responsible nature than a Classification 1 Employee.</p> <p>A person employed as a Classification 2 Employee will work under general guidance within clearly defined guidelines and undertake a range of activities requiring the application of acquired skills and knowledge.</p> <p>General features at this level consist of performing functions which are defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practices and</p>

procedures. Assistance will be readily available. Employees may be responsible for a minor function and/or may contribute specific knowledge and/or specific skills to the work of the organisation. In addition, employees may be required to assist senior workers with specific projects.

A position at this level may include some of the following:
Undertake a range of activities requiring the application of established work procedures and may exercise limited initiative and/or judgment within clearly established procedures and/or guidelines;
Achieve outcomes which are clearly defined;
Respond to enquiries;
Assist senior employees with special projects;
Assist with administrative functions

Classification 2 Employees will have:

- Basic skills in oral and written communication;
- A knowledge of established work practices and procedures relevant to the workplace;
- A knowledge of policies relating to the workplace;
- Application of techniques relevant to the workplace;
- Developing knowledge of statutory requirements relevant to the workplace;
- An understanding of basic computing concepts.

Classification 2 Employees will work under regular supervision except where this level of supervision is not required by the nature of responsibilities being undertaken;

Classification 3
Year 1, 2, 3, 4, 5

Classification 3 Employees shall mean an Employee who performs more varied, complex and responsible work than a Classification 2 as defined above. Such Employee may be required to exercise substantial responsibility in relation to service delivery, initiative and substantial judgement and have an extensive knowledge of social and community welfare services and shall be subject only to general supervision

General features of this level involve solving problems of limited difficulty using knowledge, judgement and work organisational skills acquired through qualifications and/or previous work experience.

Assistance is available from senior Employees. Employees may receive instruction on the broader aspects of the work. In addition, Employees may provide assistance to lower classified Employees.

At this level, Employees may be required to supervise lower classified staff or volunteers in their day - to - day work. Employees with supervisory responsibilities may undertake some complex operational

work and may undertake planning and co - ordination of activities within a clearly defined area of the organisation

Employees will be responsible for managing and planning their own work and that of subordinate staff or volunteers within their work area.

Employees may be responsible for efficiently operate passenger vehicles and issue tickets; balance and account for tickets and revenue; practice basic customer relations when providing information to passengers and the general public; inspect and monitor general conditions of the passenger vehicle; perform basic mechanical support duties and report and record information

A position at this level may include some of the following:

- Undertake responsibility for various activities in a specialised area;
- Exercise responsibility for a function within the organisation;
- Allow the scope for exercising initiative in the application of established work procedures;
- Assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of such an Employee within the workplace;
- Provide assistance to senior Employees;
- Undertake some minor phase of a broad or more complex assignment;
- Perform duties of a specialised nature such as driving with passengers
- Assist with or provide a range of records management services, however the responsibility for the records management service would not rest with the Employee
- Deliver single stream training programs

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

- Skills, knowledge, experience, qualifications and/or training
- Thorough knowledge of work activities performed within the workplace;
- Sound knowledge of procedural/operational methods of the workplace;
- May utilise limited professional or specialised knowledge;
- Ability to apply computing concepts.

Classification 4
Year 1, 2, 3, 4

A person employed as a Classification 4 Employee will work under general direction in functions that require the application of skills and knowledge appropriate to the work. Generally guidelines and work procedures are established and may be responsible for the supervision of one or more lower Classification Employees. Employees undertake a range of functions requiring the application of a high level

of knowledge and skills to achieve results in line with the organisation's goals

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

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

An Employee at this level may perform the duties of driver with a sound understanding of operational work practices and procedures; performs activities of increasing complexity with some scope to exercise initiative in the application of established work procedures; may instruct other Employees including on-the-job training; operate special services with a sound knowledge of the area and services; instructs new drivers in services, service delivery and passenger vehicle operations; inducts new drivers to aspects of service operations and information; communicates with all types of customers with an advanced degree of courtesy and accuracy of information and carries out duties associated with passenger surveys and service monitoring.

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

A position at this level may include some of the following:

- Knowledge of organisational programs, policies and activities, the role of the organisation, its structure and services;
- Undertake activities which may require the employee to exercise judgment and/or contribute critical knowledge and skills where procedures are not clearly defined;
- Perform duties of a specialised nature requiring the development of expertise over time or previous knowledge;
- Identification of specific or desired performance outcomes;
- Contribute to interpretation and administration of areas of work for which there are no clearly established procedures;
- Expected to set outcomes and further develop work methods where general work procedures are not defined and could exercise judgment and contribute critical knowledge and skills where procedures are not clearly defined;
- Although still under general direction, there is greater scope

to contribute to the development of work methods and the setting of outcomes. However, these must be within the clear objectives of the organisation and within budgetary constraints;

- Provide administrative support of a complex nature to senior employees;
- Exercise responsibility for various functions within a work area;
- Undertake a wide range of activities associated with program activity or service delivery;
- Skills in managing time, setting priorities, planning and organising their own work and that of lower classified staff and/or volunteers where supervision is a component of the position, to achieve specific objectives
- Setting outcomes and further develop work methods where general work procedures are not defined.

Classification 5
Year 1, 2, 3

A person employed as a Classification 5 Employee will operate under limited direction from senior Employees or management and undertake a range of functions for which operational policies, practices and guidelines may need to be developed.

General features at this level allow Employees the scope to influence the operational activities of the organisation and would require Employees to be involved with establishing operational procedures which impact upon the organisation and/or the sections of the community served by it.

Employees at this level will be expected to contribute to management of the organisation, assist or prepare budgets, establish procedures and work practices. Employees will be involved in the formation of programs and work practices and will be required to provide assistance and/or expert advice to other Employees.

Employees may be required to negotiate matters on behalf of the organisation.

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

Employees may exercise managerial responsibility, work independently as specialists or may be a senior member of a single

discipline project team or provide specialist support to a range of programs or activities. Positions at this level may be identified by:

- impact of activities undertaken or achievement of stated outcomes or objectives for the workplace;
- the level of responsibility for decision - making;
- the exercise of judgment;
- delegated authority; and
- the provision of expert advice.

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

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

- Undertake significant projects and/or functions involving the use of analytical skills;
- Undertake managerial or specialised functions under a wide range of conditions to achieve results in line with organisation goals;
- Undertake a range of duties within the work area, including develop work practices and procedures; problem definition, planning and the exercise of judgment; provide advice on policy matters and contribute to their development;
- Negotiate on matters of significance within the organisation with other bodies and/or members of the public;
- Provide advice on matters of complexity within the work area and/or specialised area;
- Control and co - ordinate a work area or a larger organisation within budgetary constraints;
- Exercise autonomy in establishing the operation of the work area;

Classification 6
Year 1, 2, 3

A person employed as a Classification 6 Employee is subject to broad direction from senior officers and will exercise managerial responsibility for the organisation's relevant activity. In addition, Employees may operate as a senior specialist providing multi - functional advice to either various departments or directly to the organisation.

A person employed as a Classification 6 Employee will be subject to broad direction from board of management/the Employer and will exercise managerial responsibility for an organisation. In addition, Employees may operate as a senior specialist providing multi - functional advice to other professional Employees, the Employer, Committee or Board of Management.

General features of this level require the Employee's involvement in the initiation and formulation of extensive projects or programs which impact on the organisation's goals and objectives. Employees are involved in the identification of current and future options and the development of strategies to achieve desired outcomes and additional features include providing financial, specialised, technical, professional and/or administrative advice on policy matters within the organisation and/or about external organisations such as government policy.

Employees will be required to develop and implement techniques, work practices and procedures in all facets of the work area.

Employees at this level require a high level of proficiency in the application of theoretical approaches in the search of optimal solutions to new problems and opportunities which may be outside of the original field of specialisation.

Positions at this level will demand responsibility for decision - making within the constraints of organisational policy and require the Employees to provide advice and support to all facets of the organisation.

Employees will have significant impact upon policies and programs and will be required to provide initiative, and have the ability to formulate, implement, monitor and evaluate projects and programs.

Positions at this level may be identified by the significant independence of action within the constraints of organisational policy.

A position at this level may include some of or similar responsibilities to:

- Undertake work of significant scope and complexity. A major portion of the work requires initiative;
- Undertake duties of innovative, novel and/or critical nature with little or no professional direction;
- Undertake functions across a range of administrative, specialist or operational areas which include specific programs or activities, management of services delivery and the provision of high level advice;
- Provide authoritative specialist advice on policy matters and contribute to the development and review of policies, both internal and external;
- Manage extensive programs or projects in accordance with organisational goals. This may require the development, implementation and evaluation of those goals;
- Administer complex policy and program matters;
- Evaluate and develop/revise methodology techniques with the organisation. The application of high level analytical skills in

	<p>the attainment and satisfying of organisational objectives;</p> <ul style="list-style-type: none">○ It is expected that a Classification 6 Employee will have relevant qualifications or less formal qualifications and the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard; or attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties of the position.
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SCHEDULE D

ALLOWANCES

Expense related allowances

D.1 Clothing and equipment

- (a) Employees required by the Employer to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation free of cost to the Employee. Such items are to remain the property of the Employer. Uniforms are to be laundered and maintained by the Employee despite being the property of the Employer.
- (b) The Employee will be paid a laundry allowance of 32 cents per shift or \$1.49 per week, whichever is the lesser amount.
- (c) The laundry allowance will not be paid during all absences of leave.
- (d) Where the Employer requires the Employee to wear special clothing or safety equipment the Employer will provide same at no cost to the Employee.

Nothing in this clause D.1 requires the Employer to provide to the Employee or to make allowance in lieu thereof for the Employee's footwear. All footwear shall be at the expense of the Employee even in the event that the Employer requires footwear of a certain quality, make or standard.

D.2 Meal Allowances

With respect to meal allowances this Agreement incorporates (as appropriate to the duties of each Employee) the Social, Community, Home Care and Disability Services Award 2010 and the Passenger Vehicle Transportation Award 2010.

D.3 Travelling, transport and fares

- A. Where an Employee is required and authorised by their Employer to use their motor vehicle in the course of their duties, the Employee is entitled to be reimbursed at the rate of \$0.74 per kilometre.
- B. When an Employee is involved in travelling on duty, if the Employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the Employer on production of receipted account(s) or other evidence acceptable to the Employer.

- C. Provided that the Employee will not be entitled to reimbursement for expenses referred to in this clause D.3 which exceed the mode of transport, meals or the standard of accommodation agreed with the Employer for these purposes.
- D. 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 the Employer by the Employee.

SCHEDULE E

Other Allowances

E.1 First Aid Allowance

- (a) An Employee who holds a current first aid certificate issued by St John Ambulance or Australian Red Cross Society or equivalent qualification, and who is required by their Employer to perform first aid duty at their workplace, will be paid an allowance of 1.9% of the Standard Rate per week.
- (b) The first aid allowance will apply to eligible part-time or casual Employees on a pro rata basis on the basis that the ordinary weekly hours of work for full-time Employees are 38.

E.2 On Call Allowance

- (a) With respect to on call allowances this Agreement incorporates (as appropriate to the duties of each Employee) the Social, Community, Home Care and Disability Services Award 2010 and the Passenger Vehicle Transportation Award 2010.

E.3 Certificate III Allowance

- (a) An Employee who has obtained a Certificate III in Transport and Logistics (Road Transport), Certificate II Driving Operations (Community Services) or equivalent qualification will be paid an allowance of 2% of the Standard Rate if, in the Employer's opinion, acting reasonably, the qualification is required or desirable for the Employee's position.
- (b) An Employee must give the Employer 28 days notice in writing of the Employee having obtained their Certificate III in Transport and Logistics (Road Transport), Certificate II Driving Operations (Community Services) or equivalent qualification before any allowance may be payable under this clause.

SCHEDULE F

Parties to this Agreement

Bankstown Community Transport Inc (ABN 14 803 316 448)
Bathurst Community Transport Group Inc (ABN 87 639 582 566)
Bega Valley Community Transport Inc (ABN 43 905 942 218)
Blacktown Community Transport Inc (ABN 66 647 590 915)
Community Transport (Central Coast) Inc (ABN 30 774 565 036)
Cessnock Community Transport Inc (ABN 47 023 572 143)
Coastwide Community Transport Ltd (ABN 61 138 517 772)
Community Transport Port Stephens Ltd (ABN 78 567 597 842)
Hastings Macleay Community Transport Serv Inc (ABN 92 593 392 689)
Hornsby Kuring – Gai Community Age/Disabled Transport Service Inc (ABN 93 115 497 208)
Inner West Community Transport Inc (ABN 24 692 995 601)
Lithgow Community Transport (Transline) Inc (ABN 11 919 130 025)
Maitland Community Care Services Inc (ABN 43 932 601 737)
Manly Warringah Pitt Water Community Transport Incorporated (ABN 45 293 348 239)
Manning Valley & Area Community Transport Group (ABN 30 066 811 271)
Newcastle Community Transport Group Inc (ABN 40 906 303 141)
Ourcare Services Incorporated (ABN 57 785 849 082)
Randwick Waverley Community Transport Group Inc (ABN 98 106 197 647)
Rylstone District Care and Transport Inc (ABN 69 411 755 858)
Shoalhaven Community Transport Service Incorporated (ABN 96 928 772 506)
Southwest Community Transport Inc (ABN 33 226 912 121)
Wyalong and District Community Transport Group Incorporated (ABN 73 392 443 236)
Young Community Transport Service Incorporated (ABN 79 910 934 032)

SCHEDULE G

Signature Pages

Organisation Name:

BANKSTOWN CENTER BUS
COMMUNITY TRANSPORT INC

Signed on behalf of the organisation:



Name:

EDWARD FRANK EVERITT

Position:

ACTING MANAGER

~~1ST NOVEMBER 2011~~

Address:

211 Waterloo Road, Greenacre, Sydney
NSW 2190

Organisation Name: Bathurst Community Transport

Signed on behalf of the organisation:




Name: Dominic Chircep

Position: President

Address: Rear 180 Russell Street, Bathurst NSW 2795.

Organisation Name: BEGA VALLEY COMMUNITY TRANSPORT SERVICE INC.

Signed on behalf of the organisation: 

Name: T GOODWIN

Position: PRESIDENT

R Hayson J.P. 146014

Address: 19 Pedan Street Bega NSW 2550

Organisation Name: Blacktown Community Transport Inc.

Signed on behalf of the organisation: Susan Heyne

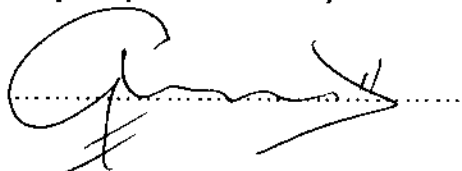
Name: Susan Heyne

Position: Project Manager

Address: 6/256 Lakemba Street, Wiley Park NSW 2195

Organisation Name: **Community Transport (Central Coast) Inc.**

Signed on behalf of the organisation:

A handwritten signature in black ink, appearing to read 'Edwin Gordon Elliott', written over a horizontal dotted line.

Name:

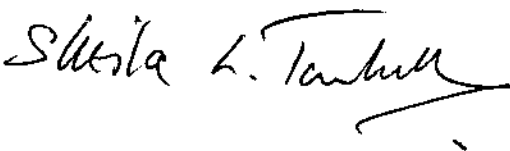
Edwin Gordon Elliott

Position:

President

Address: 23 Darri Street, Wyongah NSW 2259

Organisation Name: Cessnock Community Transport Inc.

Signed on behalf of the organisation: 

Name: Sheila Turnbull

Position: Secretary / Public Officer

Address: 119 Vincent Street Cessnock NSW 2325 .

Organisation Name: Coastwide Community Transport Ltd

Signed on behalf of the organisation:



Name:

Owen McKay

Position:

CHIEF EXECUTIVE OFFICER

Address:

5 Research Road Narara NSW 2250

Organisation Name: COMMUNITY TRANSPORT PORT STEPHENS LTD


Signed on behalf of the organisation:

Name: IAN NOWACKI

Position: CEO

Address: 59 HORACE STREET, SHOAL BAY NSW 2315

Organisation Name: Hastings Macleay Community Transport
Service Inc.

Signed on behalf of the organisation: 

Name: Peter McLeod.

Position: C.E.O.

Address: 26 Lord Street, Port Macquarie 2444

Organisation Name: Hornsby/Ku-ring-gai Community Aged/Disabled
Transport Service Inc.

Signed on behalf of the organisation: Tracy Lee-Grosser

Name: Tracy Lee-Grosser

Position: Manager

Address: 18 Lawson Place, Cherrybrook NSW 2126

Organisation Name: INNER WEST COMMUNITY TRANSPORT INC.

Signed on behalf of the organisation:



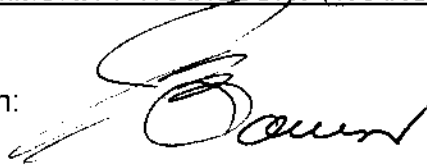
Name: BEN BENEVENTO

Position: MANAGER

Address: 28 Gillies Street, Lakemba

Organisation Name: LITHGOW COMMUNITY TRANSPORT (TRANSLINC Inc.)

Signed on behalf of the organisation:



Name: DAVID RALPH BROWN

Position: CHAIRMAN of Board of Management

Address: 162 Mort Street, Lithgow NSW 2790

| Organisation Name: Maitland Community Care Services Incorporated.

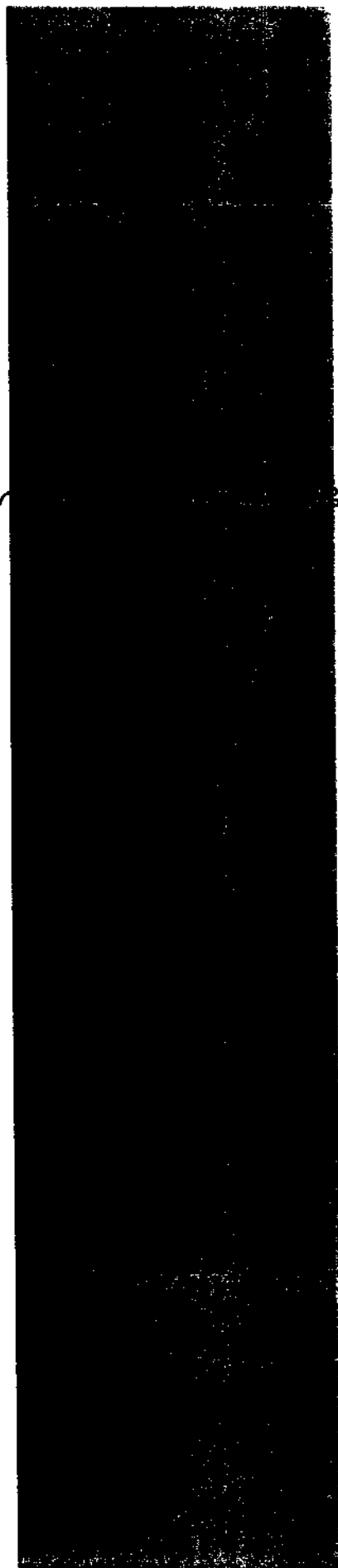
Signed on behalf of the organisation:



| Name: Peter Gordon Rothnie

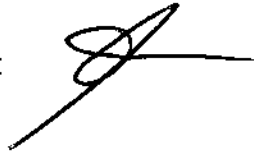
| Position: General Manager

Address: 33 Liverpool Street, Murrumbidgee NSW 2576



Organisation Name: Manly Warringah Pittwater Community Transport Inc

Signed on behalf of the organisation:



Name: Kain Allen



Position: Manager

Address: 38/4-16 Kingsway Dee Why NSW 2099

Organisation Name:

Manning Valley & Area Community Transport Group Inc

Signed on behalf of the organisation:



Name: Jennifer Hadfield

Position: Manager

Address: 43 Vista Place, Coamba Bay NSW 2428

Organisation Name: NEWCASTLE COMMUNITY TRANSPORT GROUP INC

Signed on behalf of the organisation: Margaret Burns

Name: MARGARET BURNS

Position: MANAGER

Address: 8/17a Tango Street, Mount Hutton
NSW 2290

Organisation Name: Arcore Services Inc

Signed on behalf of the organisation: Adie

Name: Katherine Adie

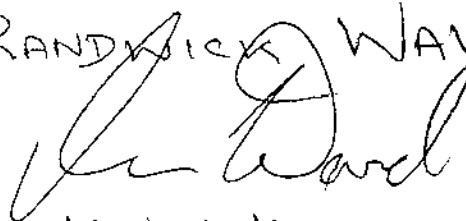
Position: General Manager

Address: 3 Bathurst Street, Singleton NSW

Organisation Name:

RANDWICK WAVERLEY COMMUN
TRANSFER
GROUP

Signed on behalf of the organisation:



Name:

IAN WARD

Position:

MANAGER

Address: 8 Abingdon Street, Chipping Norton NSW
2170.

ORGANISATION NAME: RYLSTONE DISTRICT CARE & TRANSPORT INC.

Signed on behalf of the organisation:




NAME: KATHLEEN MARGARET HOGAN

POSITION: MANAGER

Address: 1 Margaret Street, Kandos NSW 2848

Organisation Name: Shoalhaven Community Transport Service
Inc.

Signed on behalf of the organisation: 

Name: MICHAEL COLLINS

Position: PRESIDENT,

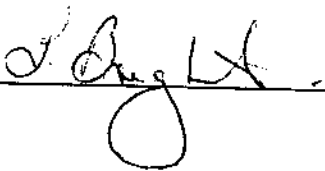
Address: 3/80 Park Road, East Nowra NSW 254

Organisation Name: South West Community Transport Inc.

Signed on behalf of the organisation:

Name: Lynette Bright

Position: Executive Officer

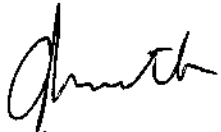


1st November, 2011

Address: 10 Cary Grove, Minto NSW 2566

Organisation Name: Wyalong & District Community Transport

Signed on behalf of the organisation:

Name:  (GORDON SMITH)

Position: PRESIDENT

Address: 255 Neeld Street, Wyalong NSW 2671

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Filed 10Am 31/10/11
R

Organisation Name:

Australian Municipal, Administrative and Clerical Service Union

(Australian Services Union NSW & ACT Services Branch – ASU)

Signed on behalf of the organisation:



Name:

Sally McManus

Position:

Branch Secretary

Address:

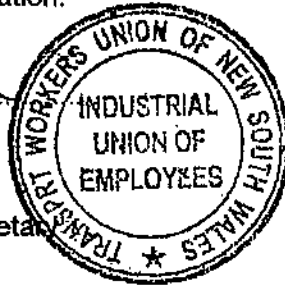
39 Renwick Street, Redfern NSW 2016

Organisation Name: Transport Workers' Union of Australia, New South Wales Branch.

Signed on behalf of the organisation:

Name:

Bruce Penton



Position: Acting State Secretary

Dated : 11 November 2011.

Organisation Name: Transport Workers' Union of Australia

Signed on behalf of the organisation:

Name:



Position: Acting/Federal Secretary

Dated : 11 November 2011.

SCHEDULE H

Additional Terms Binding on Specific Parties to the Multi Enterprise Agreement

H.1

The following additional terms are binding only on Maitland Community Care Services Inc (ABN 43 932 601 737) and Ourcare Services Incorporated (ABN 57 785 849 082) and the Employees of those organisations:

1. Addition to Schedule C:

Classification 1 – pay points 1,2 and 3

A position at this level may include some of the following inputs or those of a similar value:

- Resident contact and interaction including attending to their personal care or undertaking generic domestic duties under direct or routine supervision and either individually or as part of a team as part of the delivery of disability services
 - Preparation of the full range of domestic duties including cleaning and food service, assistance to residents in carrying out personal care tasks under general supervision either individually or as part of a team as part of the delivery of disability services.
2. Employees who only perform Domestic Assistance duties will commence under this Agreement at no lower than Classification 1 pay point 2
3. Employees who perform both Domestic Assistance and Personal Care duties will commence under this Agreement at no lower than Classification 1 pay point 3