



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Berry Street Victoria Incorporated T/A Berry Street
(AG2014/7460)

BERRY STREET VICTORIA 2014 - 2017 AGREEMENT

Health and welfare services

DEPUTY PRESIDENT HAMILTON

MELBOURNE, 29 SEPTEMBER 2014

Application for approval of the Berry Street Victoria 2014 - 2017 Agreement.

[1] An application has been made for approval of an enterprise agreement known as the *Berry Street Victoria 2014 - 2017 Agreement* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Berry Street Victorian Incorporated trading as Berry Street. The agreement is a single-enterprise agreement.

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

[3] The Agreement is approved and, in accordance with s.54, will operate from 6 October 2014. The nominal expiry date of the Agreement is 28 July 2017.

[4] The Independent Education Union and the Australian Services Union being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2), I note that the Agreement covers the organisations.



DEPUTY PRESIDENT

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BERRY STREET VICTORIA INC.

2014 – 2017 AGREEMENT

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1. TITLE

This Agreement shall be known as the Berry Street Victoria 2014 – 2017 Agreement.

2. INTRODUCTION

First established in 1877, Berry Street Victoria (Berry Street) is an independent, non-profit organization governed by a voluntary Board of Directors. Our vision is that all children should have a good childhood, growing up feeling safe, nurtured and with hope for the future. We believe that the users of our services deserve the best possible service and we are committed to principles of best practice in all our operations.

The parties to this Agreement recognize the challenging environment in which Berry Street operates. The future of Berry Street depends on its ability to respond flexibly to the changing needs of clients. This places a premium on the skills, expertise, goodwill and commitment of Berry Street staff, which the Board of Directors and the Executive Management Team acknowledges and appreciates.

The parties to this Agreement share a commitment to work and management practices which are socially and environmentally responsible, in terms of both balancing of work and family responsibilities and minimizing resource use. Berry Street is also committed to respecting traditional, cultural and religious affiliations and the provision of flexible working conditions to accommodate this.

The type of work undertaken by the staff at Berry Street is of great value and has many rewards. It also has inherent challenges, so all parties to this agreement recognize that part of creating a safe working environment includes access to appropriate regular supervision debriefing and other reflective mechanisms when required.

The parties to this Agreement are further committed to an orderly and consensual implementation of its provisions, in a way that promotes the effectiveness of Berry Street, widens the professional opportunities available to staff, and recognizes the rights and responsibilities of employer and employee.

3. SCOPE AND APPLICATION

The parties to this Agreement are:

- Berry Street Victoria Inc;
- The Australian Municipal, Administrative, Clerical and Services Union (ASU);
- The Health Services Union Victoria No. 1 Branch
- Victorian Psychologists Association Inc
- Independent Education Union Victoria and Tasmania

This agreement binds all Berry Street employees, including those who are not members and who are not eligible to be members of the unions listed above, but excluding those staff whose employment sits at Senior Manager Level or above.

The agreement contains all of the terms and conditions of employment for all employees covered by the Agreement and shall apply to all employees employed pursuant to the classifications listed in Schedule A.

Specific clauses of the Social, Community Home Care and Disability Services Award 2010; the Health Professional and Support Services Award 2010, Educational Services (Teachers) Award 2010, Educational Services (Schools) General Staff Award 2010, Education Services)Post

Secondary Education) Award 2010 as at the date of certification of this Agreement, shall be incorporated for the life of the Agreement where they are explicitly referred to in this Agreement.

4. DATE AND PERIOD OF OPERATION

This agreement shall operate from the date it is approved by Fair Work Australia and shall have a nominal expiry date of 28 July 2017.

5. RELATIONSHIP TO THE NES AND ACCESS TO KEY DOCUMENTS

Entitlements in accordance with the National Employment Standards (NES) are provided for under the Fair Work Act 2009. Where this agreement also has provisions regarding matters set out in the NES and the provisions of the NES are more favorable to an employee in respect of those particular provisions, then the NES will apply. This agreement will continue to apply for all other provisions.

A copy of this Agreement and the NES will be available to Berry Street staff on the Intranet. A hard copy of these documents can also be requested through the HR team.

6. DEFINITIONS

The definitions apply to all sections of the Agreement.

Employee	A person employed by Berry Street whose employment is at anytime subject to the Agreement.
Base Rate of Pay	The rate of pay applicable to the contracted hours, exclusive of any penalties, loadings and allowances.
Rostered Pay	The base rate of pay, plus any penalties and/or sleep-over allowance applicable to the contracted hours.
Actual Pay	Payment for all hours worked in the pay period, including hours worked in addition to the contracted hours, overtime, penalties, allowances and/or loading, as applicable.
Day	For the purposes of leave, shall mean the actual rostered hours for the employee in a 24-hour period.
Contracted / Standard Hours	The hours of work that the employee is contracted to perform.
Ordinary Hours	The regular hours worked by an employee. These may be the hours recorded on the roster or the agreed start and finish times in an office.
Actual Hours	The contracted hours plus any additional hours worked within the pay period.
Immediate family	A spouse or defacto (including same sex couples), child (including an adopted child, step child, adult child, permanent care child or foster child), parent, grandparent, grandchild or sibling of the employee; and a child, parent, grandparent, grandchild or sibling of the spouse of the employee.
Household	Means any person (not necessarily related) who lives at the same address as the employee and where there are some shared living arrangements, such as a shared living room or some shared meal arrangements.
Anniversary Year	A period of 12-months continuous employment, initially commencing from the date of appointment.
Continuous service	Means service with Berry Street and is made up of paid time at work consistent with an employee's type of employment, plus any time off work on

approved paid leave. Unpaid leave shall not count as service, but does not break an employee's continuity of service.

Non Term Time	Weeks of part thereof, in the school year other than term time and includes periods designated as school holidays for students.
Teacher	For the purposes of this Agreement a Teacher is a staff member where VIT registration is held and required for the role. The requirement for VIT registration is specified in the position description.
Day Worker	Refers to staff who work weekdays and between 7am and 7pm.
Shift Worker	Staff whose work hours attract shift penalties as a result of the time of day of the shift or the time of week. In Berry Street CCS workers and Residential Care workers are shift workers

7. EMPLOYMENT STATUS

7.1 Full-Time Employees

Full time employees are those employees covered by this Agreement who is engaged to work 38 hours per week or an average of 38 hours per week, or 76 hours per fortnight.

7.2 Part-time Employees

Part time employees are those employees covered by this Agreement working and being paid for less than 76 hours a fortnight.

Employees engaged on a part-time basis shall be paid pro-rata the wages appropriate to the position's classification. Leave entitlements shall be granted on a pro-rata basis. Part-time employees shall be entitled to pro rata of other benefits of this Agreement applicable to full-time employees.

7.3 Time Limited or Project Employees

Time limited or project employees are those employees engaged to work on either a full-time or part-time basis for a specified period of time generally not exceeding 52 weeks, or on a specified project, in a position which is temporary in nature for the completion of a specified task or project or to relieve in a vacant position arising from an employee taking Leave in accordance with this Agreement.

Fixed term employment can only be offered for true fixed term arrangements, including, but not limited to, special projects and defined leave such as parental leave, annual leave and long service leave relief and services with fixed term funding. The reason the role is being offered as fixed term will be included in the contract.

At the conclusion of the specified time or project, the employee will not be entitled to any severance payment.

If a time limited or project employee is subsequently appointed to a permanent position with Berry Street, any period of the time limited or project contract completed immediately prior to the commencement of the permanent position, shall be recognized as service with Berry Street for the purpose of calculating Leave entitlements, severance or any other calculation requiring the consideration of length of service, provided that the employee has not taken or received payment in lieu of any Leave entitlements.

7.4 Casual Employees

Casual employees are those employees engaged in relieving work or work of an intermittent or casual nature and does not include an employee who could properly be engaged as a full time or part time employee. A casual employee is one whose engagement is terminable by an employer in accordance with the employer's requirements, without the requirement of prior notice by either party.

Employees engaged on a casual basis shall be paid pro-rata the wages appropriate to the relevant year of experience (where applicable), plus a loading of 25% of such hourly equivalent. Casual employee shall not be eligible for any leave entitlements; termination or redundancy provisions, or public holidays.

A casual employee shall be engaged for a minimum of three consecutive hours each shift for meetings or administrative requirement and a minimum of 4 consecutive hours for operational or role specific shifts.

Casual employees engaged with regular rostered shifts over a time span of 3 months or more shall be offered employment on a permanent or time limited basis and (if taken up) accrue entitlements accordingly should a permanent position exist. Time limited work will only be offered if the terms of clause 7.3 apply.

7.5 Vacancies

Where a vacancy arises, the responsible manager will, as soon as practicable, initiate action to advertise the vacant position or available hours. Unless there are exceptional circumstances, a vacancy must be advertised internally. Exceptional circumstances will include where Berry Street has an industrial and/or legal obligation to an existing staff member (eg due to redundancy or equal opportunity, including accommodations for family responsibilities/disability and to facilitate a return to work or address a health and safety concern).

8. PRE-EMPLOYMENT REQUIREMENTS

Employment with Berry Street is dependent upon satisfactory pre-employment Criminal Record checks, Working with Children Check and any other funding body or legislative requirements.

Berry Street will bear the cost of the Criminal Records check for all employees. Employees will bear the costs of the WWCC. Where there are financial hardship grounds Berry Street will arrange for payment to be made and will deduct the amount from the first two pays the employee receives. This schedule of deductions can be varied by mutual agreement.

Where a person is employed within the Berry Street School VIT registration will be considered the equivalent of a WWCC. This will not apply to teachers in other education programs as they cannot be included in the system that provides notification of any issues with registration.

9. PROBATIONARY PERIOD

9.1 New employees will be engaged for a probationary period. The probationary period will be for up to six (6) months. The length of the Probationary period will be determined by Berry Street and the Employee will be advised of this in writing.

9.2 Where the initial probation period was for less than 6 months it may be extended for a further period (up to a total of 6 months) to address communicated and identified performance issues. No staff member will have a probationary period exceeding 6 months in total.

9.3 During the probationary period either the employer or the employee may terminate employment with one (1) weeks' notice.

10. PROFESSIONAL DEVELOPMENT

10.1 The parties to this Agreement are committed to the achievement of continuous improvement throughout the organization and encouraging employees to further develop their potential and enhance their career opportunities.

10.2 The following components will be offered to all permanent staff joining Berry Street:

- (a) Comprehensive induction training, including:
 - An organisational orientation session;
 - An induction program developed by the employee's supervisor which is relevant to the individual work role, for example, where appropriate shadow shifts that allow inductee rostered on a supernumerary basis to work alongside (shadowing) an experienced worker or supervisor, meeting with others who the employee will work with, discussion regarding custom and practice within the program;
- (b) A current position description;
- (c) Regular appraisal of work including an annual review;
- (d) Ongoing relevant professional learning opportunities;
- (e) Time during normal working hours to attend relevant training to meet CPD requirements where a qualification is required to fulfill the role;
- (f) The costs of required / mandatory training will be made by the organization;
- (g) Where an employee identifies additional training they would like to undertake they may seek Berry Street's support for time to attend or payment of this course;
- (h) Where a qualification is not required to fulfill a role but is relevant to the workplace, all efforts will be made to support the staff member in their CPD endeavors. The staff member will have the right to request time to attend the required training.

10.3 Where mandatory training cannot be provided for staff locally, Berry Street will provide accommodation for staff whose workplace is located more than 2 hours from the venue. Where training is not mandatory staff may request that accommodation costs be met. Berry Street endeavors to schedule training so that it can fit in to a normal 7.6 hours business day including reasonable travel, but this is not always possible.

Berry Street aims to provide casuals with access to high quality training as required for the role. Where training is not mandatory, there may be times where preference will first be given to permanent employees.

10.4 Study Leave

All permanent employees will have access to up to 5 hours paid Study Leave per week (pro rata for part-time employees), where the study is essential or relevant to their role and where there are no issues of performance. Where it is deemed that further study would address the performance issue leave may be granted. Where the study is not relevant to the role but would still be of benefit to the organization, Berry Street will consider applications after 12 months of service.

11. SUPERVISION

Supervision is the tool that Berry Street chooses to use to build a reflective culture, where learning through reflection is encouraged and supported. Berry Street has a strong commitment to supervision because we believe it is critical to the health, wellbeing and development of each

employee and the quality of our services to our clients. All Berry Street staff are required to attend and actively participate in supervision.

- 11.1 All staff will have access to regular Supervision. This is dependent on the requirements of the role but will not be less than monthly (pro rata for part time and casual staff).
- 11.2 Where specific forms of supervision are required to meet professional registration standards Berry Street will make arrangements for a suitably qualified person, considering the advice of the registering body, to provide this service provided that the staff member gives notification at the time of employment or where the registration is relevant to the role.
- 11.3 Where specific forms of supervision are required to meet professional registration standards but the registration is not relevant to the role filled by the employee, the employee may request to have supervision with a suitably qualified professional based on the advice of the registering body. Berry Street will make all reasonable efforts to fulfill these requests but may refuse if there are valid operational reasons to do so.

12. ANNUAL LEAVE

- 12.1 Annual Leave accrues on a pro-rata basis and is cumulative.
- 12.2 Permanent full-time employees shall be entitled to Annual Leave on ordinary pay for the period equal to four (4) working weeks for each completed continuous twelve (12) months service. For the purposes of this Clause, ordinary pay is calculated on the standard hourly rate and does not include any penalty rates or sleepover allowances.
- 12.3 In addition to the payments prescribed in Subclause 12.2, a loading of 17.5% (calculated on the standard gross weekly taxable earnings) shall be paid at the time Leave is taken or on resignation.
- 12.4 Shift workers who regularly work on weekends will be entitled to 5 working weeks Annual Leave on full pay instead of the 4 weeks provided for in Clause 12.2.
- 12.5 In addition to the payments prescribed in Subclause 12.2 and 12.3 all shift workers shall be entitled to be paid the higher of either 17.5% Annual Leave Loading or the weekend or shift penalties the employee would have received had they not been on leave during the relevant period. When less than 5 consecutive days of annual are taken the payments prescribed in Subclause 12.3 will apply, unless the employee makes a specific request in writing prior to the annual leave commencing.
- 12.6 The Annual Leave shall be exclusive of any of the public holidays prescribed in Clause 26.
- 12.7 Annual Leave is to be given by the employer and taken by the employee at a time and for a period that is agreed between the employee and Berry Street. Where a staff member has more than 6 weeks of accrued leave a leave plan must be developed and agreed by Berry Street and the employee.

A minimum of four (4) weeks' notice, where practicable, is required prior to the taking of Annual Leave
- 12.8 If it is agreed by both parties that Leave may accrue for a longer period than six (6) weeks, the employee is required to submit a written plan for when the accrued Leave will be taken.

12.9 Where agreement cannot be reached between the employee and Berry Street under clause 12.7 or Berry Street does not agree with the content of the written plan submitted by the employee under clause 12.8, Berry Street shall advise the employee of the amount of annual leave to be taken and when it is to be taken by giving the employee not less than 4 weeks' notice of such requirement.

12.10 Sickness During Annual Leave

Where an employee is ill while on Annual Leave then the employee may request that Sick Leave is substituted for Annual Leave for the period for which they provide a medical certificate or statutory declaration.

Where this occurs, an adjustment will be made to the employee's salary for any leave loading already paid. This will be done in consultation with the employee in a manner designed to minimize any financial hardship to the employee.

12.11 Caring for someone during Annual Leave

Where an employee is on Annual Leave and is required to care for a member of their immediate family or member of their household then the employee may request that the Carer's Leave is substituted for Annual Leave for the period for which they provide a medical certificate or statutory declaration.

Where this occurs, an adjustment will be made to the employee's salary for any leave loading already paid. This will be done in consultation with the employee in a manner designed to minimise any financial hardship to the employee.

12.12 Cashing out Annual Leave

With the Agreement of the relevant Manager, an Employee may elect to receive cash payment of any accrued Annual Leave in excess of 4 weeks, or 5 weeks where this is the annual entitlement. Agreement to cash out leave will only be given where plans to take at least two weeks leave in the next twelve months are in place.

Annual Leave may be cashed out once each year by applying no later than 1st of October. Annual leave approved to be cashed out shall be paid by the last pay period in November. Where there are exceptional circumstances, such as financial hardship, Berry Street may allow staff to cash out leave at other times. Within 3 months of the commencement of this EBA all staff will be offered the opportunity to cash out leave in lines with the provisions of this.

Such payment will be made at base rate and will include the 17.5% loading.

13. LONG SERVICE LEAVE

13.1 An employee (other than a casual) with at least 7 years and less than 10 years continuous service is eligible to take long service leave in accordance with the following:

- such leave shall be calculated on the basis of 1.15 weeks per year of service (based on the provisions of the Victorian Long Service Leave Act 1992 that provides 3 months leave after 15 years service).
- The leave shall be paid at the base rate of pay where paid on termination of employment or when taken as leave.
- The employee must also take all accrued annual leave and TIL entitlements prior to LSL being granted.

- 13.2 Upon completion of 10 years of continuous service an employee (other than a casual) shall be entitled to four (4) months paid Long Service Leave, based on the base rate of pay with an additional two (2) months for every five (5) years thereafter. The amount of leave taken shall be reduced by any long service leave taken or paid in accordance with 13.1.
- 13.3 A casual employee with at least 7 years continuous service is eligible to take long service leave in accordance with the Victorian Long Service Leave Act. For the purposes of this clause service is considered continuous if there is no period of longer than three months without working a shift.
- 13.4 Where requested by an employee and with the agreement of the employer, an employee may take double their Long Service Leave at half pay.
- 13.5 Long Service Leave is to be given by the employer and taken by the employee at a time and for a period that is agreed between the employee and Berry Street. A minimum of 2 months' notice, is required prior to the taking of Long Service Leave to allow for appropriate arrangements to be made. This notice may be shortened by mutual agreement.
- 13.6 Where an employee is on Long Service leave and becomes sick then the employee may request that Sick Leave is substituted for Long Service Leave for the period for which they provide a medical certificate.
- 13.7 A minimum of 2 weeks Long Service Leave must be taken at any one time unless otherwise agreed by both parties.
- 13.8 For the purposes of this Clause, ordinary pay is calculated on the standard hourly rate and does not include any penalty rates or sleepover allowances.
- 13.9 Where a permanent employee has worked for Berry Street for more than 2 years and was employed by Berry Street at the time of their death, their accrued long service leave entitlements will be paid out upon instructions from the executor.

14. PERSONAL LEAVE

(a) Personal leave can be taken as:

- Sick leave: Leave taken by an employee on account of personal illness or injury, other than for which workers' compensation is payable;
- Carer's leave: Personal leave taken by an employee to provide care to a member of their immediate family or household who are ill and need their care and support.

(b) Personal Leave is pro rata of the full time entitlements for part time employees.

(c) For shift workers, the first 5 days (pro rata) of personal leave shall be paid out at the rostered rate of pay. All other personal leave will be paid at the base rate of pay.

(d) Personal leave accrues progressively on a fortnightly basis according to the number of ordinary hours worked.

14.1 Usage

(a) A full-time employee accrues personal leave as follows:

- In the first anniversary year, one working day for each month of service;
- For the second, third and fourth anniversary years, 14 working days per year; and

- For each anniversary year thereafter, 21 working days per year
- (b) An employee must as soon as practicable, before taking personal leave, provide his or her Supervisor notification of their nonattendance at work due to illness or injury. It is preferred that 4 hours notice be given wherever possible to allow for arrangements to be made regarding essential work to be completed in the absent work period. The notice must include how long the employee expects to be away from work.

If it is not practicable for the employee to give prior notice of absence, the employee must notify his or her supervisor by telephone as soon as practicable.
- (c) Berry Street may require that any application for personal leave be supported by the production of a medical certificate, or in the absence of such a certificate, other evidence satisfactory to Berry Street (which may include an affidavit or statutory declaration). Berry Street may request a certificate on short notice, but will give advance notice of a requirement to provide a certificate.
- (d) Where an employee is absent for more than three consecutive days a certificate will be required.
- (e) Where Berry Street believes, on reasonable grounds, that an employee may have a medical condition that is causing an increased risk to their own or others' health and safety at work, it may seek medical information sufficient to clarify whether such a risk exists, and what measures can be implemented to reduce or eliminate it. This may include contacting the employee's medical professional with the employee's consent and/or requiring the employee to attend a medical professional at Berry Street's request.
- (f) If an employee is receiving workers' compensation payments, he or she is not entitled to personal leave.
- (g) Unused personal Leave will be cumulative from year to year.

14.2 Additional Carer's Leave

- (a) Berry Street provides 5 additional days of paid Carers leave to full time staff (pro rata for part time staff)
- (b) A full time employee accrues 5 days additional carer's leave upon the anniversary of their employment. Additional Carer's leave does not accumulate from year to year.

Berry Street may require that a medical certificate be provided for each absence of carer's leave, or in the absence of such a certificate, other evidence satisfactory to Berry Street (which may include an affidavit or statutory declaration)
- (c) The employee shall notify the manager as soon as practicable, and in advance where possible, of his/her absence on carer's leave. The employee shall advise of the name of the person requiring care, their relationship to the employee, the reasons for taking such leave and the estimated length of absence.
- (d) Where an employee has exhausted carer's leave, s/he may use sick leave but must retain a balance of three days sick leave at any point in time.

- (e) Where an employee has exhausted all available leave (or does not have an entitlement to paid leave) up to two days of unpaid personal leave will be granted as carer's leave provided that part (b) and (c) are met.

14.3 Compassionate Leave

An employee shall, on the death or serious illness of a member of the employee's immediate family or a member of the employee's household, be entitled to paid leave, calculated on the base rate of pay, to a maximum of 5 days per occasion.

For this clause, serious illness shall mean an illness that poses a serious threat to the life of a member of the employee's immediate family or a member of the employee's household. Compassionate Leave is not deducted from personal leave entitlements.

Leave to attend a funeral of a person other than immediate family or member of a household shall be negotiated with the employees direct supervisor and can be taken as annual leave.

Casuals may access unpaid compassionate leave.

14.4 Cultural/Ceremonial Leave

An employee who is required to observe days of cultural ceremonial and/or religious significance shall be able to access annual leave or TIL, for this purpose, subject the provision of reasonable notice.

Alternatively, an employee may apply for unpaid leave. Unpaid leave may be granted for cultural/ceremonial leave, subject to operational requirements and the provision of reasonable notice.

The employee may access up to a total of 5 days leave (paid or unpaid) in each anniversary year for this purpose.

14.5 Family Violence Leave

Berry Street considers that all forms of violence are a violation of fundamental human rights. Violence threatens the victim's physical health, housing security and mental wellbeing. People exposed to violence are at greater risk of developing a range of health problems, and are more likely to report poorer physical health overall and engage in practices that are harmful to their health.

Berry Street recognizes that employees may face domestic and family violence that affects their attendance or performance at work. Berry Street is committed to providing leave and other support to staff that experience domestic and family violence.

Domestic and Family Violence for the purpose of this clause includes physical, sexual, financial, verbal, psychological, emotional or spiritual abuse of a person by an immediate family member, or who has been or is in a continuing social relationship of a romantic or intimate nature with the victim, or who is or has continually or at regular intervals lived in the same household as the victim.

- (a) A Special Leave for employees experiencing domestic and family violence

Full time, part time or fixed term employees personally experiencing domestic and family violence can access up to 76 hours (pro rata) of paid Special Leave for medical appointments, legal proceedings, attending to accommodation matters, childcare and education matters and other activities, which are related to domestic and family violence. Employees may also access any or all of their accrued Personal Leave, Annual Leave or TIL for medical appointments, legal proceedings, attending to accommodation matters, addressing childcare and education matters and other activities, related to domestic and family violence.

(b) Leave for employees supporting a person experiencing domestic and family violence

Employees supporting a person experiencing domestic and family violence may take Personal Leave or any other form of accrued leave to accompany them to court, to hospital, or to assist with childcare or accommodation matters. Evidence of this support may be required.

(c) Notice and notification

While notice is not strictly required prior to taking the leave, an employee should notify their manager as soon as reasonably practicable of their intention to take or remain on Special or other leave for this purpose. Proof of domestic and family violence may be required and can be a document issued by the Police Service, a Court, a Doctor, a Domestic and Family Violence Support Service or Lawyer.

(d) Individual Support

In order to provide support to an employee experiencing domestic and family violence and to provide a safe work environment, Berry Street will approve any reasonable request from an employee for changes to their span of hours or pattern or hours and/or shift patterns; job redesign or changes to duties; changes to their telephone number or email address to avoid harassing contact; or any other appropriate measure including those available under existing family friendly or flexible work arrangements.

(e) Confidentiality

Berry Street understands that raising the issue of Family Violence may be very difficult for a staff member. An employee experiencing domestic and family violence may raise the issue with their supervisor, another trusted person in a leadership role or Human Resources. The supervisor may seek advice from HR. All personal information concerning domestic and family violence will be kept confidential and only shared with employees who have a genuine need to know. No information will be kept on an employee's personnel file without their express written permission.

(f) Adverse Action

No adverse action will be taken against an employee for a period of 12 months following the last reported incident, if their attendance or performance at work suffers as a result of being a victim of family violence. At the expiration of the 12 month period described above, if required, performance will be monitored through the performance management system.

15. COMMUNITY SERVICES LEAVE

15.1 Jury Service

- (a) An employee, (other than a casual, who is entitled to unpaid leave), required to appear and serve as a juror in any court, including attendance for jury selection, shall be granted leave on the base rate of pay for the period during which attendance at court is required, less any amount received from the court by way of fee for attendance.
- (b) The employee must provide their manager with notice of the leave as soon as practicable, including the period or expected period of leave and if requested, reasonable evidence that the employee is entitled to the leave.

15.2 Blood Donor's Leave

An employee who requires time off work to donate to the Red Cross Blood Bank shall be provided with leave, without loss of pay for each visit, on the basis of one visit per three month period. Additional leave can be taken by agreement. Evidence of attendance may be required.

15.3 Emergency Management Leave

- (a) Where a Berry Street employee, other than a casual who is entitled to take unpaid leave, who is a current registered member of a recognised emergency management body such as the State Emergency Service (SES) and/or Country Fire Authority (CFA) is called out to assist one of these agencies in an emergency, the employee is entitled to leave on the base rate of pay to attend to that emergency, provided that:
 - The activity deals with an emergency or natural disaster;
 - The employee engages in the activity on a voluntary basis;
 - The employee is a member of, or has member-like association with a 'recognised emergency management body';
 - The body requests the employee to engage in the activity or would be reasonable to expect that such a request would have been made if circumstances had permitted.

The employee must provide their manager with notice of the leave as soon as practicable (which may be a time after the leave has started), including the period or expected period of leave and if requested, reasonable evidence that the employee is entitled to the leave. The employee may be required to demonstrate in writing that they are a current registered member of the relevant emergency authority and provide proof of such registration.

16. PARENTAL LEAVE

The provisions of this Clause apply to full-time and part-time permanent employees. An employee needs to have worked twelve consecutive months with Berry Street immediately preceding the date upon which he or she proceeds on Parental Leave to be eligible for such leave.

Fixed term employees who have worked for 12 consecutive months with Berry Street will be covered by this clause so long as the leave period would not extend beyond the end of the contract date.

Casual staff may access up to 52 weeks unpaid parental leave where they have worked for 12 consecutive months with Berry Street in a regular and systematic way and where there is a reasonable expectation that with would continue if not for the period of unpaid parental leave In this instance the relevant sections of clause 16.1, 16.3 (a) and (b), 16.4 and 16.6 will apply.

Parental Leave includes Maternity Leave, Partner's Leave and Adoption and Permanent Care Leave.

16.1 General

- (a) An employee is entitled to a period of up to 52 weeks Parental Leave, which may be taken in the form of Maternity, Partner's or Adoption/Permanent Care Leave. By mutual agreement this can be extended for an additional period of up to 104 weeks.
- (b) An employee should provide as much notice as possible (preferably 3 months' notice) in writing of the date on which he or she proposes to commence Parental Leave, requesting the period of such Leave to be taken. This notification must document if the person will be the primary or secondary carers of the child and particulars of any leave being taken by the employee's partner.
- (c) An employee will not be in breach of any part of Clause 16 of this Agreement if the failure to provide notice is due to the birth occurring earlier than expected or as a result of other compelling circumstances. Absence of an employee on Parental Leave will not break the continuity of service of an employee, but unpaid Parental Leave will not be taken into account when calculating the period of service for the purposes of the Annual Leave, Long Service Leave accrual or severance pay. Superannuation payments will be suspended for the period of unpaid Parental Leave.
- (d) An employee may, in lieu of or in conjunction with Parental Leave (including Paid Parental Leave), access any Annual Leave or Long Service Leave entitlements which they have accrued subject to the total amount of Leave not exceeding 52 weeks or 156 weeks if agreed.
- (e) An employee will not engage in any conduct inconsistent with his or her terms of employment with Berry Street during the period of Parental Leave, such as seeking other employment without express permission.
- (f) An employee on Parental Leave may resign from his or her employment at any time during the period of Leave by giving the notice as required in Clause 22.
- (g) An employee shall confirm his / her intention to return to work after a period of parental leave at least 8 weeks prior to the agreed return date.

16.2 Berry Street Paid Parental Leave provisions

Subject to the terms of this Clause, including the completion of 12 months' service, Berry Street will provide Paid Parental leave. This includes that:

- A primary carer of any child (including adopted child) with 8 weeks' Parental Leave on ordinary pay (commencing prior to the time of the birth/adoption of the child) or top up pay (to their current salary) including Superannuation payments for the period of the current Government Paid parental scheme where the employee is eligible (18 weeks). Employees may choose between the two options. Should the government scheme be changed Berry Street will initiate discussions between the parties to this agreement. If agreement cannot be reached the Dispute Resolutions Procedure will apply.
- A partner of a primary carer of any child (including adopted child) with 2 weeks Leave at ordinary pay and up to 10 weeks unpaid Leave, being a total of 12 weeks Leave, commencing 2 weeks either side of the date of the birth/adoption of the child.

- Employees eligible for paid parental leave will continue to receive salary packaging where applicable for the period of paid leave.
- Where a public holiday falls during a period of paid parental leave, and assuming the employee would otherwise be rostered to work on that day, the day will be paid as a public holiday entitlement, not as a paid parental leave day.
- Employees will be paid at the usual times and intervals of their current pay cycle.
- Leave entitlements will accrue (pro rata for part time staff) over the period of paid Leave but not over any period of unpaid Leave.
- For the purposes of this Subclause, ordinary pay is calculated on the standard hourly rate and does not include any penalty rates or sleepover allowances.

16.3 Maternity Leave

In addition to Clause 16.1:

(a) Where an employee wishes to continue to work within the six (6) week period immediately prior to the expected date of birth, or where the employee elects to return to work within six (6) weeks after the birth of a child, Berry Street may require the employee to provide a medical certificate stating the employee is fit for normal duties associated with their position.

(b) Special Maternity Leave

If an employee's pregnancy is terminated other than by the birth of a living child:

- After the first (12) weeks of pregnancy the employee may take special paid maternity leave of such periods as a registered health practitioner certifies as necessary for a period of up to 8 weeks. Any further leave after this period will be unpaid special maternity leave.
- After the first (20) weeks of pregnancy the employee may take special paid maternity leave for a period of up to 8 weeks. Any further leave after this period will be unpaid special maternity leave.
- Where an employee who is not yet on maternity leave suffers an illness related to her pregnancy, she may take the sick leave she is entitled to and any further unpaid leave that a registered health practitioner certified as being necessary before returning to work.

16.4 Adoption & Permanent Care Leave

In addition to the general clauses outlined in 16.1:

(a) The employee will notify Berry Street at least three (3) months in advance from the date of commencement of adoption or permanent care of the period of leave to be taken.

(b) An employee may commence adoption or permanent care leave prior to such notice, where circumstances are beyond the control of the employee and the adoption or permanent care of a child takes place earlier.

(c) Berry Street may require an employee to provide confirmation from the appropriate government authority of the placement.

(d) Where the placement of a child for adoption or permanent placement foster care with an employee does not continue or proceed, the employee will notify Berry Street immediately and Berry Street will nominate a suitable time according to operational requirements, not exceeding four weeks from receipt of such notification, for the employee's return to work.

- (e) An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption or foster care agency to accept earlier or later placement of a child, the death of a partner, or other compelling circumstances.
- (f) An employee seeking to adopt a child or have a foster child permanently placed in their care is entitled to access personal leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption or permanent placement foster care procedure. If no personal leave is available the employee is entitled to take up to two (2) days unpaid leave (pro rata for part time employees).

16.5 Transfer to a Safe Job

- (a) Where an employee is pregnant and, in the opinion of a registered health practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if Berry Street deems practicable, be transferred to a safe job at the rate and on the conditions attached to that safe job until the commencement of maternity leave.
- (b) If the transfer to a safe job is not practicable, the employee may elect or Berry Street may require the employee to commence paid leave for such a period as it is certified necessary by a registered health practitioner and such leave shall be treated as parental leave.

16.6 Variation of Parental Leave

- (a) The period of parental leave may be lengthened only once by the employee by providing no less than four (4) weeks notice in writing to Berry Street and for a period of no longer than one hundred and four weeks (104) weeks. Berry Street shall consider the request having regard to the employee's circumstances and the effect on the workplace.
- (b) The period of parental leave may, with the consent of Berry Street, be shortened by the employee giving not less than four (4) weeks notice in writing, stating the period by which the leave is to be shortened. Berry Street shall consider the request having regard to the employee's circumstances and the effect on the workplace.

16.7 Request for a Part Time Return to Work

- (a) Employees on parental leave as the primary care giver shall be entitled to apply to return to Berry Street on a part time basis, for a period of up until the child reaches school age. The employee shall make the application at least three (3) months prior to their return to work.
- (b) Berry Street shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace. Such grounds may include, but are not limited to, cost, lack of adequate replacement staff, loss of efficiency and the impact on service provision.
- (c) The employee's request and Berry Street's decision must be recorded in writing.

16.8 Return to Work

- (a) After a period of parental leave an employee will confirm their intention to return to work in writing at least six (6) weeks prior to the expiration of their leave.
- (b) After a period of parental leave an employee will confirm their intention to return to work in writing at least six (6) weeks prior to the expiration of their leave.
- (c) An employee will be entitled to the position which they held immediately before taking parental leave. In the case of an employee transferred to a safe job the employee will be entitled to return to the position they held immediately before the transfer.
- (d) Where such a position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position. If no such position exists, the employee will be entitled to a severance payment in accordance with this agreement.
- (e) Where an employee chooses not to return to work and wishes to tender their resignation they must comply with the provisions detailed in the Agreement.

16.9 Consultation

Employees on parental leave have are entitled to be kept informed of decisions by the employer that would have a significant impact on the status, pay or location of a pre parental leave position. Berry Street will provide employees on Parental leave with information about the effect any decisions may have on the role. Berry Street will also provide the employee with an opportunity to discuss the implications as part of a consultation process, prior to any final decision being made.

17. **OTHER LEAVE**

Berry Street Victoria may grant Leave Without Pay or other Leave in exceptional circumstances.

18. **HOURS OF WORK AND RELATED MATTERS**

Hours of work are designed to achieve a balance between the organizations' and employees' needs for both flexibility and predictability. Flexibility is an essential part of a high quality service and is also necessary for employees' personal and family commitments. Predictability is also required for organisational and employee planning for time management. All staff have the right to fair reasonable and equitable workloads.

18.1 Standard and Ordinary Hours (except Education)

- (a) Standard hours are:
 - 76 hours a fortnight, Monday to Friday for full time day workers; and
 - 76 hours a fortnight Monday to Sunday for full-time shift workers.

- (b) Before the commencement of employment, the supervisor will determine the hours an employee will ordinarily work in consultation with that employee.
- (c) Ordinary hours can be varied from time to time to meet the operational requirements of a program. Clause 24.2 will apply to major changes. Minor changes are considered to be variations within 2 hours of the contracted times, that do not impact on family or caring responsibilities and do not go outside of 7am – 7pm weekdays.
- (d) 4 weeks notice will be given on any variation of hours.
- (e) The number of ordinary hours worked by an employee may be varied by mutual agreement in writing.

18.2 Standard and Ordinary Hours (Education)

18.2.1 Teachers

- (a) For the purposes of this Agreement a Teacher is a person with relevant a qualification who is required to and currently does hold VIT registration to fulfil the role. This requirement is specified in the relevant Position Descriptions.
- (b) The ordinary hours of work for a Full Time Teacher are 38 hours per week averaged over a period of 12 months. The averaging period will be the School Year, except that where this Agreement comes into effect from a date other than the first day of the School Year, the first period of averaging will be for the remainder of that School Year.
- (c) Where a Teacher is employed for part only of a School Year, averaging will be over the period of employment in that School Year.
- (d) In addition, a Teacher is required to work such reasonable additional hours as are necessary to perform the Teacher's duties.
- (e) Berry Street will determine the ordinary full time face-to-face teaching hours per week and the professional duties to be allocated to the Teacher.
- (f) A Teacher is not required or requested to attend at the School during Non Term Time but is required to perform such professional duties as are determined by the Teacher as being reasonably necessary to enable the proper performance of the Teacher's role as defined by Berry Street. This includes the following:
 - Berry Street Teachers may be required to attend up to an additional 5 days during school holidays focused on Professional Development or coordination of our multiple campuses.
 - Berry Street will provide a calendar of term dates and professional development dates by the end of October each year for the following school year. Berry Street will endeavor to complete this earlier wherever possible.
 - Berry Street will operate its schools with a student staff ratio of 1:6.
 - Exceptional circumstances, such as the requirement to provide pastoral care to a student or students in the event of a tragic event.
- (g) Non Term Time is not a period of authorised leave for the purpose of the Act.

18.2.2 Other staff in Education

- (a) Support staff including Health and Wellbeing roles and Teaching Aides operating within the School will not be required at school for 1 week of each school holidays and for 4 weeks in the main school holiday break.
- (b) Support staff are required to return to work one week prior to teaching staff at the beginning of the year to ensure adequate student engagement. Support staff will then have one additional day of leave available to be taken in each term. This day of leave will be negotiated at a local level.

- (c) CIRC Teachers (Education Case Managers) who are required to work during non term time will negotiate extra time off during term time at a time agreed by Berry Street and the staff member.
- (d) CIRC Teachers (Education Case Managers) will also be covered by clause 18.2.2(b)
- (e) Where education staff are not required at work for periods during non term time, ordinary hours of work are 38 hours per week averaged over a period of 12 months. The averaging period will be the School Year, except that where this Agreement comes into effect from a date other than the first day of the School Year, the first period of averaging will be for the remainder of that School Year.
- (f) For the purposes of this Agreement Trainers are staff working in our RTO settings who hold a Cert IV TAE or other relevant qualification. Trainers/Tutors will not receive additional leave entitlements.

18.3 Saturday and Sunday Work for Shift Workers

- (a) Shift penalties apply in line with the modern award for employees (except CCS workers).
- (b) Shift penalties for weekend work will apply to Casual staff.
- (c) CCS workers will receive 75% shift penalties on both Saturday and Sunday.

18.4 Overtime

- (a) Overtime is work performed in addition to their rostered duty and must be authorised in advance and directed by the employer.
- (b) Overtime provisions will be in accordance with the SCHCADS Award
- (c) Overtime must be approved in advance. Written Authorisation is required unless the circumstances make this impractical. Under these circumstances verbal approval will be sufficient.
- (d) Variations to hours which occur at the initiative of the employee, or additional hours of work performed to accrue a day off work, or as part of a mutually agreed flexible hours arrangement as per clause 18.5 is not defined as overtime for the purpose of this agreement.
- (e) An employee may refuse to work overtime in the circumstances where working of such overtime would result in the employee working hours which are unreasonable having regard to:
 - Any risk to employee's health and safety;
 - The employee's personal circumstances including family responsibilities;
 - The need of the workplace or enterprise;
 - The notice (if any) given by the employer of the overtime and by the employee if his or her intention to refuse it ; and
 - Any other relevant matter.

18.5 Flexible Work Arrangements

Berry Street recognises that work life balance is important if we are to attract, retain and assist our existing employees to reach their full potential. We are therefore committed to ensuring that we provide staff with many different options that create flexibility.

- a) All staff have the right to request Flexible Work Arrangements. This includes options for change start and finish times, to purchase leave and to change work hours to create a 19 day month.
- b) Berry Street shall consider the request having regard to the employee's circumstances; requests made by others in the team and, will only refuse the request

on reasonable grounds related to the effect on the workplace. Such grounds may include, but are not limited to, cost, lack of adequate replacement staff, loss of efficiency and the impact on service provision, or equity for others in the team.

18.6 Timesheets disputes

In the event that an employee and a manager disagree about the content of a timesheet, all reasonable efforts will be made to resolve the concern prior to the pays being processed. It is reasonable to expect that the manager will attempt to make contact with the employee during this period.

Where agreement is not reached or contact is not made, the hours not in dispute shall be paid to ensure that there is the least impact possible on the staff member involved.

The Dispute process may be used to resolve these issues.

18.7 Time in Lieu

In general, Berry Street Victoria expects that employees will work only their ordinary hours over a fortnight. However, there are times of extra work activity which may result in an employee working in excess of their ordinary hours.

Time in Lieu arrangements at the employees initiative and approved by their manager will be paid at the rate of time for time.

All employees who are eligible to accrue TIL may accrue a maximum of 19 hours TIL at any time (pro rata for part time employees).

Accrued TIL shall be taken at a time mutually agreed between the employee and the Manager.

Unused TIL will be paid out on termination.

18.7.1 Children's Contact Centre Staff

- (a) Approved additional hours of work for Saturday and Sunday for CCS workers will accrue at 175%.
- (b) Approved additional hours for work on public holidays for CCS workers will be accrued at 250%

18.7.2 Residential Care Staff

Berry Street Victoria recognises that it is often difficult for employees in Residential Services to take time-in-lieu. Therefore a specific arrangement is offered to permanent Residential Services employees who work more than 76 hours in a fortnight, as follows:

- (a) The option of working more than the set ordinary hours in a fortnight will be entirely voluntary.
- (b) No employee will be planned to work for more than 84 hours per fortnight.
- (c) An employee will only be offered work above their ordinary hours in exceptional circumstances.
- (d) Where a full-time employee in Residential Services works more than their ordinary hours in a fortnight, the employee may choose either to be paid for the extra hours or to take them as time-in-lieu.

Where a part time employee in Residential Services works more than their ordinary hours per fortnight, they will be paid at the ordinary rates up to 76 hours. Where they work greater than 76 hours clause (e) will apply.

- (e) Where the employee chooses to be paid for above 76 hours, this payment will be made at time and a half rates and, where applicable, penalty rates, to a maximum of 8 extra hours per fortnight.
- (f) Only a Residential Services Manager, Regional Director or Director of Services may authorise a Residential Services employee to work over their ordinary hour in a fortnight. This arrangement is only available to Residential Services employees who confirm their acceptance of the arrangement.

18.8 Breaks

18.8.1 Tea Breaks

Every employee will be entitled to a paid 10 minute tea break in each four hours worked at a time to be agreed between the employer and employee. Tea breaks will count as time worked.

18.8.2 Meal Breaks

- (a) Each employee who works in excess of five hours will be entitled to an unpaid meal break of 30 minutes, to be taken at a mutually agreed time after commencing work.
- (b) Where an employee is explicitly required to work during a meal break and continuously thereafter, they will be paid overtime for all time worked until the meal break is taken.
- (c) Where an employee is required by the employer to have a meal with a client or clients as part of the normal work routine or client program, they will be paid for the duration of the meal period at the ordinary rate of pay, and clause 27.1(a) does not apply. This paid meal period is to be counted as time worked.

19. **SUPERANNUATION**

19.1 Superannuation legislation

Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of employers and employees. The rights and obligations in these clauses supplement those in superannuation legislation.

19.2 Employer contributions

Berry Street will make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

Superannuation will be paid by the employer on pre packaged salary.

19.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the pre or post tax wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 19.2
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee in line with fortnightly pays and giving 4 weeks notice

19.4 All eligible employees will be offered a choice of superannuation funds within the specifications required by law. Berry Street's default fund will be the Health Employees Superannuation Trust Australia (HESTA).

19.5 Berry Street will pay the amount authorised under clauses 19.3 (a) ,19.3 (b) and 19.4 no later than 28 days after the end of the month in which the deduction was made.

20. ALLOWANCES

20.1 Higher Duties Allowance

- (a) Higher Duties is the payment of an allowance to employees acting in a more senior role for a specified amount of time.
- (b) To be eligible for a Higher Duties allowance, employees must be acting in the role for more than 5 consecutive working days.
- (c) The relevant Senior Manager of Berry Street Victoria will decide the percentage of the Higher Duties allowance to be paid, ie. whether the employee is expected to fully or partly undertake the role. This will be documented, along with the required duties prior to the duties being performed.
- (d) The amount will not be less than Pay Point 1 of the relevant award classification, unless the whole role is not being covered.
- (e) A staff member who disagrees with the higher duties proposed by the Senior Manager may access the Disputes Process to resolve the matter. (Clause 26.1)

20.2 Travel Allowance

Berry Street vehicles are available for authorized use and these should be used at all times for work-related purposes unless otherwise explicitly agreed. If an employee is authorized to use their own vehicle for work-related purposes, they will be paid an allowance as at a rate specified in the SCHCADS Industry Award 2010. This rate is currently 78 cents per kilometer and includes provision for comprehensive insurance and other running costs.

20.3 Sleepovers

- (a) Sleepovers conditions are in accordance with the SCHCADS award unless otherwise specified in this clause.
- (b) A sleepover of any type will not exceed 8 hours.
- (c) Sleepover rates include the first hour of recall if required and are as follows:
 - Current – 30/6/15 \$57.60
 - 1/7/15 – 30/6/16 \$59.60
 - 1/7/16 – \$62.60

20.4 On Call / Recall

Berry Street currently has a variety of On Call systems operating across its programs. There is variation in the compensation or remuneration offered based on the number of calls taken and interruption to lifestyle.

Berry Street will trial a centralized on call program per group over coming months. Under this system staff will be entitled to 1 week additional leave for each 6 months they are rostered to On Call. This leave will be taken at specific agreed times.

Staff who take part in the trial will be offered this leave pro rata if they are not currently working in an on call roster. If they are currently working in an on call roster, their current entitlements will continue to apply.

Staff consultative committees, as defined in Clause 26, will be used to gather information during the trial and to genuinely consult with staff regarding impact of the new system.

Staff will remain with their current entitlements (1 week leave for low volume programs and two weeks leave for high volume programs) until such time as a decision is made regarding the new system. If the new system is not adopted throughout the organization then Berry Street will work through a process to standardize entitlements regarding on call. Union and staff representatives will be part of this process, and clauses 24.2 (c) to (g) shall apply.

20.5 First Aid Allowance

An Employee (other than a Teacher) who holds their first aid certification and who is required by their employer to perform first aid duty at their workplace will be provided an allowance of \$15.11 per week. This amount will be increased annually by CPI.

20.6 Meal Allowance

- (a) An employee will be supplied with an adequate meal where an employer has adequate cooking and dining facilities or be paid a meal allowance of \$11.96 in addition to any overtime payment as follows:
 - (i) when required to work more than one hour after the usual finishing hour of work or, in the case of shiftworkers, when the overtime work on any shift exceeds one hour; and
 - (ii) provided that where such overtime work exceeds four hours a further meal allowance of \$11.96 will be paid.
- (b) Clause 20.3(a) will not apply when an employee could reasonably return home for a meal within the meal break.
- (c) On request, meal allowance will be paid on the same day as overtime is worked.
- (d) The meal allowance will be increased annually in line with CPI.

21. ACCIDENT MAKE UP PAY

- (a) If an employee is injured and is receiving weekly payments of compensation under the Workers' Compensation Act (or other relevant legislation), Berry Street will also pay that employee "accident make-up pay".
- (b) Accident make-up pay means a payment that is the difference between the weekly amount of compensation paid to the employee and the employee's weekly salary under this agreement (pro rata if the compensation is for less than 1 week's compensation payment).
- (c) Berry Street will pay accident make-up pay for the period from the start of weekly payments until the employee returns to normal working hours, up to a maximum of 39 weeks from the date of injury.
- (d) The termination of the employee's employment for any reason during the period that they are receiving weekly payments shall cease Berry Street's liability to pay accident make-up pay.
- (e) Berry Street will not be liable for accident make up pay for staff who lodge their claim post their employment with the organisation.

- (f) In the event that the employee receives a lump sum in redemption of weekly payments under the appropriate Act, the liability of Berry Street to pay accident make-up pay will end from the date of this redemption.

22. PUBLIC HOLIDAYS

The recognized public holidays for employees shall be:

- 22.1 New Year's Day, Australia Day, Labour Day, Anzac Day, Good Friday, Easter Saturday, Easter Monday, Queen's Birthday, Melbourne Cup Day, Christmas Day and Boxing Day, but not any other day observed by the public in lieu of one of those days.
- 22.2 Any Employees who are required to work on a Public Holiday prescribed in 22.1 will be paid for the time so worked at a rate of double time and a half their ordinary hourly rate.
- 22.3 Where a substitution day is Gazetted as a published substitution Day this day will be recognised and Saturday rates of pay will apply for staff who are rostered to work.
- 22.4 All Employees whose ordinary hours would fall on a Public Holiday (and are not required to work) will receive payment for the public holiday at their ordinary rate of pay.
- 22.5 A part-time employee who is not ordinarily required to work on the day of the week on which a public holiday is observed, shall not be entitled to any benefit for such a public holiday, unless they are required to work.
- 22.6 In regional areas, the relevant Senior Manager may elect, after consultation with staff, to replace Melbourne Cup Day with another day. This arrangement will be managed by the relevant Senior Manager.

23. TERMINATION

23.1 Notice of termination by Berry Street

- (a) In order to terminate the employment of an employee, four weeks written notice shall be given by Berry Street to the employee.
- (b) In addition to the notice in (a) above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.
- (c) Where a staff member is a teacher in a school an additional three weeks notice will be made.
- (d) Payment in lieu of the notice prescribed in (a) and/or (b) shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice, and part payment in lieu of notice.
- (e) The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, Berry Street would become liable to pay to the employee because of the employment continuing during that period. The total must be calculated on the basis of:
- the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
 - any other amounts payable under the employee's contract of employment.
- (f) The period of notice in this clause does not apply:
- In the case of dismissal for serious misconduct;
 - to employees still within their probationary period
 - to employees engaged for a specific period of time or for a specific task or tasks;

➤ to casual employees.

- (g) Where Berry Street has given notice of termination to an employee, the employee shall be entitled to up to 1 days time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at a time agreed by Berry Street.
- (h) Berry Street will, if requested, provide a written statement specifying the period of employment and the classification and type of work performed by the employee.
- (i) Upon termination of employment (however so occasioned) the employee will immediately deliver up all Berry Street documents, data and other material, which were prepared by on behalf of Berry Street and which are in the employees care, custody or control. All keys and other property belonging to Berry Street will also be handed back to Berry Street.

23.2 Notice of termination by employee

- (a) An employee is required to provide notice in line with clause 23.1 (a) or (c) applies dependent on the role being fulfilled.
- (b) If the employee fails to give notice in accordance with 24.2 (a), Berry Street has the right to withhold any monies due to the employee equal to the balance of the notice period.

23.3 Payment upon Termination

- (a) The payment of relevant entitlements triggered by the termination of employment (either at the initiative of the employer or employee) will generally occur on the first payday after the final date of employment. Alternatively, an employee may request in writing to have their termination payment issued on the next working day after termination, or by another arrangement as mutually agreed.
- (b) Education staff who are not required to work during non term time and who have not worked a full school year will have their entitlements calculated using Clause 22 of the Education Services (Teachers) Award 2010.
- (c) Berry Street may withhold from the final payment of an employee an amount equal to any outstanding monies owed to Berry Street by the employee, provided that the employee is responsible for the outstanding payment (such as, for example, leave taken in advance of accrual, or the personal use of a business mobile phone or credit card).

24. ORGANISATIONAL CHANGE & REDUNDANCY

24.1 Redundancy

- (a) Where Berry Street Victoria decides that an organisational change is required which impacts on employees' positions, Berry Street will begin a process of consultation and communication.
- (b) A position is made redundant where Berry Street Victoria decides that it is no longer appropriate for that particular job to be done, where the position is in excess of program requirements and/or where Berry Street Victoria wishes to amalgamate positions, including when funding for that position or program is altered, reduced or abolished.
- (c) If an employee's position is made redundant, he/she will be entitled to 4 weeks' notice or 5 weeks' notice if the employee is aged over 45 and has been employed with Berry Street Victoria for more than 2 consecutive years, and severance pay at ordinary pay (see 28.7). Payment in lieu of notice, or part payment and part actual notice, may be given if Berry Street Victoria does not give the full actual notice to the employee. The employee will also be paid out for any accrued but outstanding Annual & Long Service Leave entitlements.

- (d) Where a staff member is a teacher in a school, an additional 3 weeks notice will be made.
- (e) Where a staff member is a teacher in a school and part time hours are reduced by more than 25%, they will be entitled to a redundancy provision.
- (f) If Berry Street Victoria deems that an employee's position is redundant, it may appoint that employee to an alternative role for which that employee is suitably qualified and experienced, where such a role is available. Berry Street Victoria may provide an employee with the necessary training that provides them with the required skills and competencies that allows them to accept and perform the particular role.
- (g) An employee redeployed to an alternative position under this clause will be entitled to, in respect of the alternative position, the greater of:
 - a. the applicable salary for the alternative position; or
 - b. his or her current base salary.
- (h) No severance or redundancy payment will be payable in circumstances where an employee is redeployed to an alternative role pursuant to clause 24.1 (e and f)
- (i) The parties agree that no redundancy or severance entitlement arises under this Agreement or otherwise in respect of any employee, if Berry Street Victoria's operations (or part of them) are taken over by another organisation and an offer of employment is made by the organisation where that offer is on terms directly comparable with this Agreement.
- (j) Severance pay will be as follows:
 - Less than 6 months - nil
 - 6 months to 1 year - 2 weeks
 - 1 year but less than 2 - 6 weeks
 - 2 years but less than 3 - 9 weeks
 - 3 years but less than 4 - 10 weeks
 - 4 years but less than 7 - 12 weeks
 - 7 years but less than 8 - 13 weeks
 - 8 years but less than 9 - 15 weeks
 - 9 years and over - 16 weeks

24.2 Organizational Change

- (a) Where Berry Street had made a definite decision to introduce major change in a program, the organization, structure or technology that is likely to have significant impact upon our staff, Berry Street will notify the staff who may be affected by the proposed changes and their representatives if any. This will include all relevant information including how we expect the changes to impact.
- (b) This clause will also apply where Berry Street proposes to change the regular roster or ordinary hours of work of an employee.
- (c) Significant impacts include the termination of the employment of employees; major change to the composition, operation or size of Berry Street's workforce or to the skills required of employees; or the elimination or diminution of job, the alteration of hours of work for the program; the need to retrain employees; the need to relocate employees to another workplace; or the restructuring of jobs.
- (d) At any stage in the consultation process, an affected employee may be assisted by a representative of the employee's choice. Berry Street will then recognize this representative as part of the process.

- (e) Berry Street shall discuss with the employees affected by the introduction of the changes referred to above, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees in relation to the changes. Berry Street will invite affected employees to provide their views about the impact of the change (including any impact in relation to family or caring responsibilities)
- (f) The discussions shall commence as early as practicable prior to a final decision being made by Berry Street to make the changes.
- (g) For the purposes of such discussion, Berry Street shall provide in writing to the employees concerned 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 Berry Street shall not be required to disclose confidential information.
- (h) Berry Street is not required to disclose confidential or commercially sensitive information to employees.
- (i) Berry Street will give prompt and genuine consideration to matters raised during consultation.
- (j) Berry Street will notify staff of a final decision as soon as possible after it is made.

25. MOTOR VEHICLES

- (a) Berry Street agrees to undertake a review of its current approach to the allocation of motor vehicles to staff throughout the organisation within 12 months of the date of operation of the Agreement.
- (b) An employee who is required to use a pool car as a result of the performance of their duties will not suffer financial disadvantage, howsoever incurred, other than fines and penalties incurred by the employee who is driving the vehicle.
- (c) Where an employee accepts commuter or private use of a Berry Street vehicle, it will form part of the salary package of that employee. No employee will be required to enter in to an arrangement that includes commuter or private use of a vehicle without their consent. Berry Street may request a payment from the employee to cover the cost of private use of the vehicle.

26. CONSULTATIVE COMMITTEES

The parties to this agreement are committed to cooperating and working together to address issues that arise in the workplace.

Berry Street shall therefore support existing, or establish Consultative Committees and adopt procedures appropriate to the size, structure and needs of the workplace.

The consultative mechanism shall comprise of persons representing management and employees, but management will not comprise of more than half of any given Committee. Employees may nominate Union Representatives to join the Committee on their behalf if desired. Union Officials will be invited to participate if relevant.

27. OCCUPATIONAL HEALTH & SAFETY

The parties agree that occupational health and safety is a priority to reduce the incidence of workplace injury and illness.

During the life of this Agreement, the employer will:

- (a) Take all necessary and practical steps to provide and maintain a healthy and safe workplace environment which is free of harassment and bullying

- (b) Comply with the Occupational Health and Safety Act 1985 and relevant Regulations and Codes of Practice
- (c) Where required facilitate processes to call for or elect OHS representatives for each designated work group.
- (d) Consult with relevant staff and occupational health and safety representatives in the workplace on all proposed changes to the workplace with the aim of eliminating or reducing hazards at the workplace.
- (e) Maintain a focus on training and support to improve the handling of stress as a workplace issue.
- (f) Ensure all Health and Safety Representative's have access to an initial course to assist them to fulfil their roles, and ongoing training as required.
- (g) The costs and time required for these courses will be at BerryStreet's expense but not will exceed 5 days for the initial training and 1 day per year thereafter.
- (h) Maintain occupational health and safety training programs aimed at maximizing employee input to the identification, assessment and control of hazards.
- (i) Provide an effective rehabilitation and early return to work program for injured workers
- (j) Provide such other facilities as is necessary to Health and Safety representatives to enable their performance of functions and duties.

28. DISCIPLINARY PROCEDURES

Where Berry Street considers an employee is not satisfactorily performing their duties or for reasons of alleged misconduct, the Berry Street Disciplinary Policy will apply. This Policy is included in Appendix A.

29. DISPUTE AND GRIEVANCE SETTLING PROCEDURE

It is expected that good communication processes will minimize the need to instigate formal dispute settling and grievance procedures. However, if a dispute or grievance does occur, it is expected that every endeavor will be made to resolve this dispute or grievance by direct discussion, consultation and negotiation between the relevant parties.

Where a dispute or grievance requires further action, the appropriate process in this Clause should be followed either verbally or in written form:

During the following processes, the employer or employee is entitled to involve an advocate, union or other representative.

29.1 Dispute Processes

A dispute is a disagreement between an employee and Berry Street that relates to that employee's terms and conditions of employment. This includes matters arising under this Agreement or the NES. The following should be used to resolve the Dispute:

- (a) In the first instance the employee shall attempt to resolve the Dispute directly with their supervisor
- (b) If the Dispute is unable to be resolved with the supervisor, the employee should raise the Dispute with the relevant Team Leader/Manager. If it is still not resolved, then the employee may raise it with the relevant Manager/Senior Manager/Chief Executive Officer, in that order.
- (c) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- (d) The Fair Work Commission may deal with the dispute in 2 stages:

- i. the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- ii. if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then arbitrate the dispute; and make a determination that is binding on the parties.

Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

(e) While the parties are trying to resolve the dispute using the procedures in this term Work shall at all times continue as per custom and practice with exception of where there are OH&S considerations or requirements in relation to client care.

(g) The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

(h) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

29.2 Grievance process

A Grievance is a complaint by a Berry Street Victoria employee against another Berry Street employee, relating to work practices, work environment or working relationship, (excluding allegations of unsatisfactory work performance or misconduct, which shall be dealt with under Clause 28).

(a) In the first instance the employee(s) shall attempt to resolve the grievance directly with the person

(b) If the Grievance is unable to be resolved between the employees directly involved in the Dispute, an employee should raise the Dispute with their supervisor.

(c) If the Grievance is unable to be resolved with the supervisor, an employee may raise the Grievance with the relevant Team Leader/Manager. If it is still not resolved, then an employee involved in the Grievance may raise it with the relevant Manager, who will take appropriate steps to resolve the Grievance. If there is still no resolution, an employee or the Manager may refer the Grievance to a Senior Manager and then, if necessary, the Chief Executive Officer.

(d) In exceptional circumstances, and generally where the employee has taken the steps above, they may contact the President of the Board of Directors. The President will decide whether the Board of Directors will become directly involved, or refer the matter back to the Chief Executive Officer

(e) It is appropriate that Steps (i), (ii) and (iii) should take place within seven (7) days.

(f) Until the Grievance is determined, the relevant Manager will organize work practices taking into account the substance of the Grievance, the working relationships between the employees involved and the need of Berry Street's clients. No party shall be prejudiced as to the final outcome by any interim working arrangements put in place while the Grievance is being resolved.

(g) At any stage of the process, the parties may, by mutual agreement, elect to attend a formal mediation conducted by an external mediator.

(h) The parties must co-operate to expedite the procedures.

30. REMUNERATION

30.1 Payment of Wages

Wages will be paid on a fortnightly basis by electronic funds transfer into the bank or financial institution nominated by the staff member unless other arrangements are agreed by both parties.

30.2 Remuneration Packaging

- (a) Remuneration Packaging will be available to all eligible employees whilst this option is legally available.
- (b) Should there be changes made to Salary Packaging through government instruments Berry Street will communicate this information to staff but unless additional funding is available, will not provide compensation for the changes.

30.3 Salary Increases – Staff not covered by SCHCADS

Salaries are set out in Schedule A of this Agreement and will be increased as follows:

- (a) On 1 July 2014, a further increase of 3%, or an amount equal to the salary component of the indexation figure in the Funding and Service Agreement between Berry Street and the Department of Human Services Victoria, whichever is the greater. This amount is inclusive of any increase in superannuation.
- (b) On 1 July 2015, a further increase of 3%, or an amount equal to the salary component of the indexation figure in the Funding and Service Agreement between Berry Street and the Department of Human Services Victoria, whichever is the greater. This amount is inclusive of any increase in superannuation.
- (c) On 1 July 2016, a further increase of 3%, or an amount equal to the salary component of the indexation figure in the Funding and Service Agreement between Berry Street and the Department of Human Services Victoria, whichever is the greater. This amount is inclusive of any increase in superannuation.
- (d) An Additional 1% increase will be passed on to Take Two staff within one month of this agreement being made. Take Two staff have not received ERO increases to date.
- (e) Notwithstanding (a) above, an employee shall not be paid less than the minimum wage rate.
- (f) Further to (a) above, Berry Street agrees to pass on to employees covered by this agreement, any other wages funding provided by the Department of Human Services or other Government funding bodies which is additional to the wages component of the annual Indexation figure.

30.4 Salary Increases for SCHCADS employees

SCHCADS salaries are set out in Schedule A of this Agreement and will be increased as follows:

- (a) On 1 July 2014, salaries shall be varied in accordance with the Fair Work Commission Annual Wage Review.
- (b) On 1 December 2014 by an amount equivalent to the percentage increase arising from the ERO for the Employee's applicable Award classification, subject to a cap in the increased rate of pay of 2% or above the rate of pay for the Employee's applicable Award classification.
- (c) On 1 July 2015, salaries shall be varied in accordance with the Fair Work Commission Annual Wage Review.

- (d) On 1 December 2015 by an amount equivalent to the percentage increase arising from the ERO for the Employee's applicable Award classification, subject to a cap in the increased rate of pay of 2% or above the rate of pay for the Employee's applicable Award classification.
- (e) On 1 July 2016, salaries shall be varied in accordance with the Fair Work Commission Annual Wage Review.
- (f) On 1 December 2016 by an amount equivalent to the percentage increase arising from the ERO for the Employee's applicable Award classification, subject to a cap in the increased rate of pay of 2% or above the rate of pay for the Employee's applicable Award classification.
- (g) Notwithstanding (a) above, an employee shall not be paid less than the minimum wage rate.
- (h) Further to (a) above, Berry Street agrees to pass on to employees covered by this agreement, any other wages funding provided by Department of Human Services or other Government funding bodies which is additional to the wages component of the annual indexation figure.

30.5 Pro rata payment of salary inclusive of annual leave

Education staff who are not required to work during non term time and who have not worked a full school year will have their annual salary calculated using Clause 22 of the Education Services (Teachers) Award 2010.

30.6 Classifications and Progression

All staff will be notified in writing of their classification at the commencement of their employment and of any subsequent changes to their classification.

30.6.1 SCHCADS

- (a) The classification definitions held within the SCHCADS award have been used to classify roles to levels in the Berry Street Pay Rates table. Where a role could be covered by multiple levels, or where there is any doubt regarding the classification of a role, the classification definitions held within the SCHCADS award will be used to provide clarity.
- (b) At the end of each 12 months of continuous employment, an employee will be eligible for progression from one pay point to the next within a level if they have demonstrated competency and satisfactory performance
- (c) Movement to a higher classification will only occur by way of promotion or reclassification.

30.6.2 Education Roles

- (a) The classification definitions applicable to these roles are held within Schedule B of this Agreement.
- (b) Progression from one pay point to another occurs at the Education Worker and Senior Education Worker level after 3 years in the role where a staff member has demonstrated competency and satisfactory performance.
- (c) At the end of each 12 months of continuous employment, a teacher will be eligible for progression from one pay point to the next from Graduate teacher Yr 1 to Accomplished

Level 4. This will occur where the staff member has demonstrated competency and satisfactory performance

- (d) After 24 months of continuous employment at the Accomplished Level 4, a teacher will progress to the Expert Level 1 classification provided the staff member has demonstrated competency and satisfactory performance.
- (e) Berry Street will recognize up to 5 years of teaching experience in other school settings and classify staff accordingly. Teachers with 5 or more years of experience will start on The Accomplished Teacher Year 3 level.
- (f) Movement for Teachers to classifications above Expert Level 1 will only occur by way of promotion or reclassification.
- (g) Movement for other Education staff to a higher classification will only occur by way of promotion or reclassification.

30.6.3 Take Two Roles

- (a) The classification definitions applicable to these roles is held within Schedule B of this Agreement.
- (b) Progression from one pay point to another occurs at the Clinician level after 3 years in the role where a staff member has demonstrated competency and satisfactory performance.
- (c) An employee holding full registration as a Psychologist with APRHA will be classified and paid no less than a "Clinician" grade if employed in the Take Two program in a Clinical role.
- (d) Movement to a higher classification will only occur by way of promotion or reclassification.

30.7 An up to date list of applicable wage rates will be available on Berry Street's intranet.

31. TRADE UNION LEAVE

Berry Street will provide up to 3 days of Trade Union leave, accruable for 2 years for the number of delegates held by each union as at 1 July 2014. Each Union will confirm these numbers and provide evidence that the employee was a delegate at that date. Each of the Unions listed in Clause 3 of this agreement are assumed to have at least one delegate.

32. FLEXIBILITY

The parties acknowledge that the viable future operation of Berry Street Victoria may require enhanced flexibility and efficiency. Accordingly, this Agreement shall apply unless varied by agreement between the parties.

Such agreement shall:

- Be determined by genuine consultation
- Provide no less favorable terms and conditions for employees than the current Award levels.

No variation to this Agreement will take place before there is prior consultation with staff that may be affected by the change.

33. INDIVIDUAL FLEXIBILITY ARRANGEMENT

The employer and any employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of the terms of the agreement if the agreement deals with one (1) of the following matters:

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

33.1 The employer and the individual employee must have genuinely made the agreement without coercion or duress and the arrangement must genuinely meet the needs of both Berry Street and the and the employee in relation to one or more of the afore mentioned matters.

Berry Street will ensure that the terms of the arrangement:

- (a) Are permitted matters under section 172 of the Fair Work Act 2009 and are not unlawful under section 194 of this same Act.
- (b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.

33.2 The agreement between Berry Street and the individual employee will also:

- (a) be in writing, naming 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 employee will be better off overall in relation to the terms and conditions of his/her employment as a result of the arrangement; and
- (e) state the date the agreement commences to operate.

33.3 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.

33.4 Berry Street will give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

33.5 Where the employee's comprehension of written English is limited, Berry Street will take measures, including translation into an appropriate language, to ensure that the employee understands the proposal

33.6 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

34. UNION RIGHT OF ENTRY


It is expected that Union officials would extend normal courtesy of an intended visit to a Berry Street worksite and have a valid right of entry permit. Normal courtesy means that the Union official will provide as much notice as possible (at least a minimum of 24 hours) and that the purpose, time and place of the meeting is discussed with the relevant Berry Street manager beforehand. Unions are not required to disclose confidential information to the employer.

Nothing in this clause is intended to provide the union with a right to enter the premises for a purpose not covered by the right of entry regime in the Fair Work Act.

35. NO EXTRA CLAIMS

It is a term of this agreement that the Unions and employees will not pursue any extra claims for the life of this agreement.

SCHEDULE A – PAY RATES

Berry Street Pay Rates					
Effective for commencement of this agreement					
Inclusive of 3% increase in July 2014					
					
Berry Street Education					
Other Education Roles	Preceda Description	Fulltime Hourly	Weekly	Fortnightly	Annual
	SUPPORT WORKER	\$ 25.4410	\$ 966.76	\$ 1,933.52	\$ 50,271.42
	EDUCATION WORKER 1-3YRS	\$ 26.7800	\$ 1,017.64	\$ 2,035.28	\$ 52,917.28
	EDUCATION WORKER 3+ YRS	\$ 28.8400	\$ 1,095.92	\$ 2,191.84	\$ 56,987.84
	SENIOR EDUCATION WORKER 1-3YRS	\$ 30.6425	\$ 1,164.42	\$ 2,328.83	\$ 60,549.58
	SENIOR EDUCATION WORKER 3+ YRS	\$ 32.3420	\$ 1,229.00	\$ 2,457.99	\$ 63,907.79
	COORDINATOR / CASE MGR	\$ 34.8140	\$ 1,322.93	\$ 2,645.86	\$ 68,792.46
VIT Registered Teachers	Preceda Description	Fulltime Hourly	Weekly	Fortnightly	Annual
	LEAD TEACHER	\$ 39.3068	\$ 1,493.66	\$ 2,987.32	\$ 77,670.24
	EXPERT TEACHER LEVEL 2	\$ 37.8739	\$ 1,439.21	\$ 2,878.41	\$ 74,838.77
Teacher rates include leave loading (no additional loading paid at the time of leave)	EXPERT TEACHER LEVEL 1	\$ 35.1331	\$ 1,335.06	\$ 2,670.12	\$ 69,423.03
	ACCOMPLISHED TEACHER LEVEL 4	\$ 32.9407	\$ 1,251.75	\$ 2,503.49	\$ 65,090.85
	ACCOMPLISHED TEACHER LEVEL 3	\$ 32.2287	\$ 1,224.69	\$ 2,449.38	\$ 63,683.87
	ACCOMPLISHED TEACHER LEVEL 2	\$ 31.0824	\$ 1,181.13	\$ 2,362.27	\$ 61,418.90
	ACCOMPLISHED TEACHER LEVEL 1	\$ 29.6860	\$ 1,128.07	\$ 2,256.14	\$ 58,659.53
	GRADUATE TEACHER LEVEL 2	\$ 28.7076	\$ 1,090.89	\$ 2,181.78	\$ 56,726.22
	GRADUATE TEACHER LEVEL 1	\$ 27.3675	\$ 1,039.96	\$ 2,079.93	\$ 54,078.09
Berry Street Take Two					
Take Two Clinical Roles	Preceda Description	Fulltime Hourly	Weekly	Fortnightly	Annual
	GRAD CLINICIAN / INTERN (2yrs)	\$ 29.5095	\$ 1,121.36	\$ 2,242.72	\$ 58,310.77
	CLINICIANS 1-3yrs	\$ 32.3115	\$ 1,227.84	\$ 2,455.67	\$ 63,847.55
	CLINICIANS 3 +yrs	\$ 32.8427	\$ 1,248.02	\$ 2,496.04	\$ 64,897.14
	SENIOR CLINICIANS	\$ 37.5806	\$ 1,428.06	\$ 2,856.12	\$ 74,259.23
	TEAM LEADER - CLINICIANS	\$ 40.3612	\$ 1,533.72	\$ 3,067.45	\$ 79,753.67
Berry Street SCHCADS					
SCHCADS	Preceda Description	Fulltime Hourly	Weekly	Fortnightly	Annual
Level 1 Resi Shadow Shifts & Baby Sitter					
Level 1	SCHCADS Lv 1 Pay Point 1	\$ 18.5563	\$ 705.14	\$ 1,410.28	\$ 36,667.20
	SCHCADS Lv 1 Pay Point 2	\$ 19.1762	\$ 728.70	\$ 1,457.39	\$ 37,892.23
	SCHCADS Lv 1 Pay Point 3	\$ 19.8604	\$ 754.69	\$ 1,509.39	\$ 39,244.07
Level 2 Resi Unqualified, Admin Assistant, case support (unqualified)					
Level 2	SCHCADS Lv 2 Pay Point 1	\$ 20.6412	\$ 784.37	\$ 1,568.73	\$ 40,787.01
	SCHCADS Lv 2 Pay Point 2	\$ 21.2901	\$ 809.02	\$ 1,618.05	\$ 42,069.24
	SCHCADS Lv 2 Pay Point 3	\$ 21.9390	\$ 833.68	\$ 1,667.36	\$ 43,351.46
	SCHCADS Lv 2 Pay Point 4	\$ 22.5261	\$ 855.99	\$ 1,711.98	\$ 44,511.57
Level 3 Resi Qualified, Resi Senior Workers, Case Support, Case Aid					
Level 3	SCHCADS Lv 3 Pay Point 1	\$ 23.2471	\$ 883.39	\$ 1,766.78	\$ 45,936.27
	SCHCADS Lv 3 Pay Point 2	\$ 23.5046	\$ 893.17	\$ 1,786.35	\$ 46,445.09
	SCHCADS Lv 3 Pay Point 3	\$ 23.8136	\$ 904.92	\$ 1,809.83	\$ 47,055.67
	SCHCADS Lv 3 Pay Point 4	\$ 24.2977	\$ 923.31	\$ 1,846.63	\$ 48,012.26
Level 4 Admin, Case Manager (unqualified), Resi Unit supervisor					
Level 4	SCHCADS Lv 4 Pay Point 1	\$ 25.2659	\$ 960.10	\$ 1,920.21	\$ 49,925.42
	SCHCADS Lv 4 Pay Point 2	\$ 25.9251	\$ 985.15	\$ 1,970.31	\$ 51,228.00
	SCHCADS Lv 4 Pay Point 3	\$ 26.5946	\$ 1,010.59	\$ 2,021.19	\$ 52,550.93
	SCHCADS Lv 4 Pay Point 4	\$ 27.1900	\$ 1,033.22	\$ 2,066.44	\$ 53,727.44
Level 5 Senior Admin Officer, Case Manager (qualified)					
Level 5	SCHCADS Lv 5 Pay Point 1	\$ 28.6031	\$ 1,086.92	\$ 2,173.84	\$ 56,519.73
	SCHCADS Lv 5 Pay Point 2	\$ 29.5184	\$ 1,121.70	\$ 2,243.40	\$ 58,328.28
	SCHCADS Lv 5 Pay Point 3	\$ 30.4008	\$ 1,155.23	\$ 2,310.46	\$ 60,071.90
Level 6 Admin Co Ordinator, Senior Worker, Project Worker					
Level 6	SCHCADS Lv 6 Pay Point 1	\$ 31.1731	\$ 1,184.58	\$ 2,369.15	\$ 61,597.95
	SCHCADS Lv 6 Pay Point 2	\$ 31.9567	\$ 1,214.35	\$ 2,428.71	\$ 63,146.39
	SCHCADS Lv 6 Pay Point 3	\$ 32.8427	\$ 1,248.02	\$ 2,496.04	\$ 64,897.14
Level 7 Team Leader, Project Worker 2					
Level 7	SCHCADS Lv 7 Pay Point 1	\$ 33.5082	\$ 1,273.31	\$ 2,546.62	\$ 66,212.14
	SCHCADS Lv 7 Pay Point 2	\$ 34.5196	\$ 1,311.75	\$ 2,623.49	\$ 68,210.78
	SCHCADS Lv 7 Pay Point 3	\$ 35.1716	\$ 1,336.52	\$ 2,673.04	\$ 69,499.11
Level 8 Manager1, Project Manager 3					
Level 8	SCHCADS Lv 8 Pay Point 1	\$ 36.4202	\$ 1,383.97	\$ 2,767.93	\$ 71,966.28
	SCHCADS Lv 8 Pay Point 2	\$ 37.1017	\$ 1,409.87	\$ 2,819.73	\$ 73,313.02
	SCHCADS Lv 8 Pay Point 3	\$ 38.3147	\$ 1,455.96	\$ 2,911.91	\$ 75,709.77

SCHEDULE B– CLASSIFICATIONS

Take Two Clinical Roles

<p>Graduate/Intern</p>	<p>An Intern is a person recently graduated from tertiary qualifications in Social Work, Psychology, Occupational Therapy or a related area, or they are a person completing these studies where they already hold relevant practical experience or cultural knowledge that makes them appropriate for the role.</p> <p>This level is the entry level for new graduates or for those in the early stages of their clinical career.</p> <p>This level requires significant levels of supervision including co-work and observation to ensure clinically sound practice and documentation.</p>
<p>Clinician</p>	<p>A Clinician is a tertiary qualified person in Social Work, Psychology, Occupational Therapy or a related area. They hold specialist expertise in Child and Adolescent Mental Health and relevant practical experience or cultural knowledge that makes them suitable for the role. Staff are not required to hold professional registration with regard to their discipline. They conduct professional mental health assessments; provide counselling and psychotherapeutic services; and perform related activities for clients and their family members as well as providing secondary consultation to other professionals in their area of expertise. Other indicators include:</p> <ul style="list-style-type: none"> • Works independently and is required to exercise independent judgement on routine matters. • They would seek input from more senior members of the profession when performing novel, complex or critical tasks. • They have demonstrated a commitment to continuing professional development. • The worker contributes to the evaluation and analysis guidelines, policies and procedures applicable to their clinical/professional work and may be required to contribute to the supervision of discipline specific students.
<p>Senior Clinician</p>	<p>A Senior Clinician has the following indicators in addition to those specified for a Clinician:</p> <ul style="list-style-type: none"> • At this level the worker would be experienced and able to independently apply professional knowledge and judgement when performing novel, complex, or critical tasks specific to their discipline. • The worker may be involved in significant levels of secondary consultations with organisations as well as with other professionals and is part of complex external relationships. • The worker actively contributes to the development of professional knowledge and skills of others within their team.
<p>Clinical Team Leader</p>	<p>A Clinical Team Leader has the following indicators in addition to those specified for a Senior Clinician:</p> <ul style="list-style-type: none"> • The worker at this level applies a high level of professional judgement and knowledge when performing a wide range of novel, complex and critical tasks, specific to their discipline. • Is managing a number of small but different programs and a multidisciplinary team • Is accountable for allocation of cases and resources and ensuring targets are met. • Is responsible for providing regular supervision and appraisal for staff. • Is responsible for the quality of service provided in the team and the compliance of the team within established or new systems and processes.

Education Roles

Education Worker	<ul style="list-style-type: none"> • Select and deliver appropriate training materials • Develop and modify teaching and learning materials • Maintain accurate records of student progress and assessment in line with policies and procedures • Assist with resource evaluation and moderation leading towards interpretation of course materials and appropriate standards • Provide pastoral care for students as required • Manage the learning process including student participation. • Assist in the student selection process as appropriate.
Senior Education Worker	<ul style="list-style-type: none"> • The skills of an Education Worker with the following additions: • Provide leadership and expertise in specialist areas within the program, or where that specialist expertise is not held elsewhere within the organisation. • May be the contact point for student issues in the program • Develop, trial and report on innovative delivery strategies • Actively contributes to the development of professional knowledge and skills of others within their team. This may through a variety of methods including mentoring, and modelling best practice teaching.
Coordinator /case manager	<ul style="list-style-type: none"> • May coordinate a number of small but different programs or a single program with multiple staff • May hold teaching responsibilities or a case load • May be responsible for providing regular feedback, supervision and appraisal to a small number of staff. • Is responsible for the quality of service provided in and the compliance of the team within established or new systems and processes. • Maintains key relationships with other Agencies • May represent the views of the organisation at external meetings.

Graduate Teacher	<ul style="list-style-type: none"> • The focus is on classroom management, subject content and teaching practice. • New entrants to the teaching profession who must receive structured support, mentoring and guidance from teachers at higher levels. • Under guidance, graduate teachers will plan and teach student groups in one or more subjects. • Under guidance, graduate teachers will provide support, guidance and positive reinforcement to their students using Berry Street's Trauma Informed Positive Psychology model • Maintain accurate records of student progress and assessment in line with policies and procedures • Responsible for teaching their own classes and may also assist and participate in policy development, project teams and organisation of co-curricular activity.
Accomplished Teacher	<ul style="list-style-type: none"> • Focus is on planning, preparation and teaching of programs to achieve specific student outcomes. • Teach a range of student's/classes and are accountable for the effective delivery of their programs. • Maintain accurate records of student progress and assessment in line with policies and procedures • Accomplished teachers are skilled teachers who operate under general direction within clear guidelines following established work practices and documented priorities. • Provide support, guidance and positive reinforcement to students in line with the Berry Streets Trauma Informed Positive Psychology model. • Participate in the development of school policies and programs and assist in the implementation of school priorities.
Expert Teacher 1	<ul style="list-style-type: none"> • Expert teachers play a significant role in assisting the school to improve student performance and educational outcomes by contributing to the development and implementation of school policies and priorities. • A critical component of this work will focus on increasing the knowledge base of staff within the school about their student learning and high quality instruction to assist their school to define quality teacher practice. • Expert teachers would be expected to model exemplary classroom practice and mentor or coach other teachers in the school to engage in critical reflection of their practice and to support staff to expand their capacity. • May be responsible for a particular program or area of curriculum at a campus level

Expert Teacher 2	<ul style="list-style-type: none"> • The skills held by Expert Teacher 1 with the following additions • May be responsible for convening and leading groups regarding a particular program or area of curriculum development across campuses (for the whole Berry Street School) • May provide additional support to graduate teachers or teachers new to Berry Street's school environment. • Assists in student management as required.
Lead Teacher	<ul style="list-style-type: none"> • The skills of an Expert level 2 teacher with the following additions: • Coordinates the campus, including ensuring appropriate timetabling. • Oversees student management • In partnership with the Senior Manager, undertakes student selection/ enrolment / induction • Excursion governance • Responsibility for convening staff groups and staff supervision • Responsible for communication with parents, carers, case managers and other stakeholders

Support Worker	<ul style="list-style-type: none"> • Providing assistance with the educational program where limited discretion and judgment and/or specific skills are involved • May supervise students while performing their normal duties but may not be used instead of a Teacher; • May provide administrative support to teachers
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STAFF

DISCIPLINE POLICY

Approved by:	Board of Directors:	<input type="checkbox"/>
	CEO:	<input type="checkbox"/>
	Director of Services:	<input type="checkbox"/>
	Exec Management Team:	<input type="checkbox"/>
Date of Approval:		
Effective Date:		
Review Date:		
Previous Versions		

1. Background and context

Berry Street relies on the skills and experience of its staff to provide high quality services. In almost all cases, staff members at Berry Street perform their roles with high levels of competence and dedication.

However, from time to time, concerns may arise in relation to a staff member’s behaviour and/or work performance. These concerns will be addressed through a clear, fair process with regard to the principles of natural and restorative justice, with the aim being to improve the performance or behaviour of the individual, wherever possible.

This Policy outlines Berry Street’s approach to addressing these work-related issues. Further information is contained in the Staff Misconduct Procedure and the Staff Poor Work Performance Procedure.

This Policy and the associated Procedures have been written in line with legal and policy requirements both within our sector and in Industrial Relations.

2. Purpose and scope

The purpose of this Policy is to outline clear principles for addressing concerns relating to staff behaviour and/or work performance.

This Policy applies to all permanent and fixed-term Berry Street staff, both full-time and part-time. The principles in this Policy may be used in appropriate circumstances in relation to issues involving casual staff.

3. Definitions

Serious Misconduct is the most severe form of misconduct. It is deliberate or negligent behaviour by an employee that is **inconsistent with the continuation of employment**. This includes the recurrence or continuation of conduct which had previously been found to be misconduct, serious misbehaviour, which may be a single occurrence, that puts at risk the health, safety or wellbeing of others or is a serious dereliction of duties. It can take many forms including, but not limited to serious harassment or bullying, theft, fraud, assault, being intoxicated at work or refusing to carry out a reasonable and lawful instruction related to work.

Misconduct is behaviour that is **inconsistent with reasonable expectations of a Berry Street staff member**. It includes behaviour that is reckless or careless and jeopardises the health, safety or wellbeing of others including our clients. It includes the disregard or Berry Street Policies, Procedures, Guidelines or program requirements. It may also include those examples listed in serious misconduct but where the circumstances are such that the infraction is not as serious.

Unsatisfactory performance is work-related behaviour that does not meet the reasonable expectations of a staff member's position. It includes: not keeping up to date and adequate client file notes, not completing work by agreed deadlines, not advising a supervisor of lateness or absence within a reasonable time and performing work that is below the standard for that staff member's position. Repeated and/or deliberate failures over time may become "misconduct" rather than "poor performance".

Natural Justice is the right of any person with whom concerns of misconduct or poor performance are raised to a clear, fair process, including knowledge of the concerns, an opportunity to put forward their version of events and the opportunity to have a support person.

Program Director includes any delegate of that Director.

Director, PCIS includes any delegate of that Director.

4. Policy provisions

4.1 General

Any process that addresses potential misconduct or poor performance will take into account the best interests of that staff member's clients (particularly where the staff member holds a direct service role), as well as the industrial rights, our duty of care and the wellbeing of any staff who are involved.

At the time any issue is raised, it is considered neither definitely true nor untrue. This will be reflected in all written and verbal communication.

A concern may be related to any aspect of a staff member's behaviour and/or work performance.

A concern may be raised about any actions, events, communications, etc that take place out of work hours and/or away from the normal place of work, if they have an impact on or relationship to that person's work (including work colleagues or clients).

Concerns about a staff member's behaviour and/or work performance can come about many ways, including:

- An issue raised by a client;
- An issue raised by another staff member (including a peer, supervisor, team leader, manager, etc);
- Behaviour witnessed by another staff member (including a peer, supervisor, team leader, manager, etc);
- An observation about the quality of any aspect of the staff member's work by their supervisor or other line manager;

4.2 24 Hour Meeting

Where a concern that may constitute misconduct or serious misconduct arises, a meeting will take place within 24 hours between the Director PCIS and the relevant Director. This meeting may take place via telephone or face to face.

At this meeting, a decision will be made about whether there is sufficient grounds to warrant proceeding with any action. If there appears to be enough evidence the Directors will determine if the issue relates to misconduct or poor performance.

Factors in making this decision may include:

- The details and severity of the concern raised;
- Whether similar concerns have been raised about the staff member previously;
- Circumstances that may have led to the situation occurring; and
- Any previous pattern of the staff member's conduct.

4.3 Suspension

A decision will also be made at the 24 hour meeting regarding whether the staff member should be suspended pending investigation or if an alternate work site or work duties should be implemented.

Berry Street may, at any time during a misconduct investigation, suspend a staff member with pay. Suspension will only occur where the alleged misconduct is of a nature that causes serious risk to the health and safety of a person (including our clients) or the staff member's continued presence in our workplace presents a serious risk to the organisation.

Berry Street may take the action to offer no further casual shifts to a casual staff member during the period of investigation.

Where Berry Street chooses to take this action, if it is ultimately found that the allegations are unproven then Berry Street will reinstate payment based on the shifts that were rostered.

Where an alternate work site or alternate duties are required during a period of investigation, a staff member will be informed in writing but no notice will be required as long as the travel is not substantially more than to their usual place of work and as long as the duties to be performed are within the skillset of the staff member.

4.4 Quality of Care

If an issue raises "quality of care" concerns relating to a DHS client, the process this will always fall under the Staff Misconduct Procedure. In these circumstances, Berry Street will always conduct a formal investigation and may be required to share details of this investigation with DHS.

4.5 Performance and Conduct Expectations

Berry Street will endeavour to assist staff to perform to a high standard by providing regular feedback and guidance in supervision, by providing access to all Policies and Procedures through our Intranet and by providing appropriate training where required.

Berry Street expects all staff to abide by our Policies, Procedures and Guidelines, to work within programmatic practice, to implement learning from provided training and other development opportunities and to use sound professional judgement.

Berry Street's Code of Conduct documents our Values and how we expect staff to conduct themselves. All staff are expected to adhere to the Code of Conduct.

4.6 Managing Unsatisfactory Performance, Misconduct and Serious Misconduct

Where a staff member is unable to demonstrate performance or conduct to a satisfactory standard, action will be taken to address the concern. This will be done in a timely manner.

The preferred outcome of addressing poor performance or misconduct is that a staff member will make the required improvements and continue to contribute to the ongoing success of Berry Street.

Unsatisfactory Performance

Where unsatisfactory performance does not improve, disciplinary action may be taken. Three warnings will be provided before termination.

Misconduct

Where misconduct (or serious misconduct) is alleged, Berry Street will undertake an investigation. As part of this process Berry Street will:

- Provide details of the allegations in writing
- Provide an opportunity for the staff member to respond
- Afford the staff member procedural fairness
- Reinforce the right to representation
- Provide details of the outcomes in writing

A finding of misconduct may lead to a warning (up to three before termination) or in some instances a first and final warning.

A finding of serious misconduct can lead to termination without prior warnings.

Once Berry Street has completed its investigation and notified a staff member of its intention to terminate employment, it provides the staff member with a final opportunity to provide any further evidence. The staff member is given 7 days within which to do this. Berry Street may consider the staff member suspended without pay for this final part of the process. Written notification of this will be provided to the staff member involved.

Section 4.9 documents other possible outcomes from the process of investigation.

A staff member may seek a review of the decisions reached as part of an investigation.

4.7 Support Person or Representative

Staff members who are members of unions can seek advice from such organisations, and may have a representative from their union or association present during any interviews that are part of a

disciplinary process. Where misconduct allegations have been made, a staff member may seek a legal representative at their own cost if they so desire.

A staff member who does not have a legal or union representative, or who chooses to use someone else, may elect to have a support person attend any interviews or meetings that are part of the disciplinary process, as long as that person is not also involved in the process.

The role of such a support person is to provide personal and moral support to the staff member, and potentially to act as a witness to the process and assist in ensuring natural justice is provided.

A representative or support person who attends an interview attends in a support capacity, and the following should be observed:

- The representative/support person must keep the proceedings and any details regarding the investigation confidential;
- The representative/support person should not interrupt or interfere in the interview;
- The representative/support person may not object to any questions or advance any legal arguments;
- The representative/support person may take notes as long as it does not distract from the interview process;
- The staff member may confer privately with their representative/support person during a break;
- There will be a limit (usually one) to the number of representatives that may be present.

4.8 Support and Confidentiality

When concerns are raised regarding the conduct or performance of a staff member, it can cause strain in the relationship between the organisation and the individual. It can also cause strain between staff including between a staff member and their supervisor.

Berry Street will make every effort to support a staff member involved in disciplinary action, including providing updates regarding progress of any investigation and access to the Employee Assistance Program.

Berry Street will also consider the need for mediation or assistance to re-establish a safe and effective supervisory relationship following disciplinary action.

Berry Street requires all participants in a disciplinary process to keep details confidential and will only disclose details as required to complete the investigation. This includes witnesses, managers, support people and the person whose behaviour or work performance is in question. Berry Street is committed to confidentiality because it is important for the reputations of all involved and because it reflects our view that the allegations are neither true nor untrue until the conclusion of the process.

4.9 Outcomes of Disciplinary Action

The outcome of a disciplinary process may include any of the following but is not limited to:

- Increased supervision;
- Training;
- Transfer to a different team, location and/or supervisor;

- Demotion;
- Letter of Expectation;
- A written warning;
- A First and Final Warning;
- Termination of employment;
- Requirement to make an apology;
- Mediation;
- No action.

5. Authorities and accountabilities

The Director PCIS is responsible for deciding any questions of industrial relations and process, including whether to stand down a staff member and whether to formally investigate an allegation. The relevant Program Director is responsible for deciding any questions that relate to practice, staff or team relationships, relocation of staff and staff supervision.

The Director, PCIS is responsible for initiating the “24 hour meeting”.

The Director, PCIS, in consultation with the relevant Program Director, is responsible for deciding whether a concern should be treated as Misconduct or Poor Performance.

The relevant Program Director and the Director, PCIS must jointly decide on the outcome of any disciplinary process. If there is any disagreement about the outcome, any practice issue will be referred to the Director of Services and any other issue will be referred to the Chief Executive Officer.

The relevant Program Director and the Director, PCIS must agree if the person’s employment is to be terminated. If they do not agree, the question must be referred to the Chief Executive Officer for decision.

The Director, PCIS is responsible for communicating and implementing this Policy.

SIGNATURE PAGE

Berry Street

Signed for Berry Street by: Sandie de Wolf
Address: 1 Salisbury St, Richmond, VIC, 3121
Position with Berry Street: Chief Executive Officer
The basis on which the Signatory is authorised to sign: CEO of Berry Street.
Signature:



Date: 8/9/14

The Australian Municipal, Administrative, Clerical and Services Union (ASU)

Signed for the ASU by: LISA DARMANIN
Address: 116 QUEENSBERRY STREET
CARLTON SOUTH VIC 3053
Position in the Union: BRANCH EXECUTIVE PRESIDENT
The basis on which the Signatory is authorised to sign: _____

Signature:



Date: 8 / 9 / 2014