

***The Vicdeaf
and
Employee
Enterprise Agreement
2013-2015***



Vicdeaf and Employee Enterprise Agreement

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Section 1- Application and Operation of the Agreement

1.1 Agreement Title and Parties

This Agreement shall be known as the Vicdeaf and Employee Enterprise Agreement 2013 - 2015 ("Agreement").

The parties to this Agreement are The Victorian Deaf Society ("Vicdeaf") (ABN 56 004 058 084) and all Vicdeaf employees with the exception of those staff listed in clause 1.3(a).

1.2 Commencement and Date of Operation

- a) This Agreement shall operate from the day it is approved by Fair Work Australia ("FWA") and shall have a nominal expiry date of 30 June 2015.
- b) The Agreement shall remain in force beyond the notional expiry date until such time as a new agreement is made, in accordance with the provisions of the *Fair Work Act 2009 (Cth)* ("FW Act").
- c) Copies of this Agreement and any amendment hereto, shall be provided by Vicdeaf to all employees covered by this Agreement.
- d) The terms of this Agreement may be varied in accordance with the FW Act.

1.3 Scope of the Agreement

- a) This Agreement shall apply to all Vicdeaf employees except for the following exclusions:
 - i) Casual Auslan Teachers
 - ii) Freelance and Casual Interpreters
 - iii) Casual note takers
 - iv) The Senior Management Team
 - v) The CEO

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b) This Agreement shall operate in complete substitution of any Award or Agreement, whether state or federal, previously covering such employees as are provided for within the scope.

The relevant Awards which apply to this Agreement are:

- Health Professionals and Support Services Award 2010
- Social, Community, Home Care and Disability Services Industry Award 2010
- Labour Market Assistance Industry Award 2010

1.4 Aim of the Agreement

- a) The aim of this Agreement is to unify employees under one Agreement, to support attracting and retaining employees and to provide greater consistency and overall improvement of terms and conditions of employment.
- b) The organisation is committed to continuing constructive on-going interaction between the organisation and its employees.
- c) This Agreement was not entered into under duress by any party.

1.5 Savings Clause

If any provision of this Agreement is determined to be unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

1.6 No Extra Claims

The parties undertake that during the life of the Agreement there shall be no claims in relation to any matter pertaining to wages and conditions of employment.

1.7 The National Employment Standards ("NES") and this Agreement

This Agreement should be read in conjunction with the NES as contained within the FW Act (as varied from time to time).

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Vicdeaf will ensure that copies of this Enterprise Agreement and the NES are available to all staff via hard copy or electronic copy.

The NES are those contained in sections 59 - 131 of the FW Act.

To the extent of any inconsistency between the terms of this Agreement and the NES, the terms of this Agreement will prevail, provided that the terms of this Agreement are more favourable. If the NES are more favourable than the terms of this Agreement, the NES will prevail to the extent of any inconsistency.

1.8 Definitions

In this Agreement:

- a) “Agreement” means the Vicdeaf and Employee Enterprise Agreement 2013 - 2015
- b) “Casual employee” means an employee who is engaged intermittently for work of an unexpected or casual nature and does not include a person who is regularly and systematically employed and has an ongoing expectation of employment, and who could properly be engaged as a full-time or part-time employee, or on a fixed term contract.
- c) “Permanent employee” means a person who is employed on a full-time or part-time basis whose contract of employment specifies the date of commencement but does not specify a termination date.
- d) “Employee” means an employee of Vicdeaf.
- e) “Employer” means Vicdeaf.
- f) “Immediate manager” means the person howsoever titled appointed by Vicdeaf to be responsible for the day to day operations of Vicdeaf including supervision and management of employees.
- g) “Senior manager” is defined as an employee appointed to a senior managerial position that reports directly through to the CEO.
- h) “Fixed-term employee” means a person who is employed either on a full-time or part-time basis whose contract of employment complies with the provision of clause 2.1.3 of this Agreement.
- i) “Full-time employee” means a person who is employed to work the maximum ordinary hours of work allowed by this Agreement, in accordance with clause 2.1.1.

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- j) “Part-time employee” means an employee, other than a casual employee, who works less than the maximum ordinary hours prescribed by this Agreement.
- k) “Ordinary hours” are defined as those hours worked regularly during operating hours as set out in clause 4.2, except for meal breaks, and dependent upon any individual letters of offer/employment contracts.
- l) “Ordinary pay” means remuneration for the employee’s normal weekly number of hours of work calculated at the ordinary time rate of pay.
- m) “Ordinary time rate of pay” means the base rate of pay which an employee is paid. This term excludes overtime, penalty rates, shift and sleepover allowances and Saturday and Sunday rates.
- n) “Overtime” means hours authorised in advance by an employee’s immediate manager and worked outside of the ordinary work hours specified in clause 4.2 or outside of the hours outlined in the employee’s contract of employment.
- o) “Ordinary Time Earnings” or “OTE” means the total of the employee’s earnings for ordinary hours of work and also earnings for over-award payments and shift allowances. OTE does not include overtime payments, parental leave payments, annual leave loading and payments on termination.
- p) “Time off in lieu” or “TIL” means any hours taken in lieu of additional hours worked, in accordance with clause 4.8.
- q) “Work Pattern Agreement” is defined as a documented work pattern that does not incur overtime or penalty rates, as set out in clause 4.4.

1.9 Dispute Settlement

Vicdeaf will maintain a workplace based on cooperation, mutual trust, respect and open communication between managers and employees. In the event of a dispute in relation to a matter arising under this Agreement or the National Employment Standards, this clause outlines the procedure to settle the dispute. Either party involved in a dispute settlement process may appoint a representative such as another person, a union or an external organisation.

Vicdeaf will attempt to ensure that the dispute settlement process is:

- Quick - any issues should be resolved quickly rather than allowing them to escalate through inaction
- Fair - all relevant parties should be consulted so that all sides of the story are taken into account
- Confidential - disputes will be resolved in a confidential manner
- Transparent - the process will be made known to the employee

Process for resolving a Dispute

The employee and/or their representative (such as a union), will meet with the employee's manager to discuss the issue. The manager will listen to the employee's grievance (and/or their representative if relevant) and together try to resolve the dispute with the employee and/or their representative.



If they cannot resolve the dispute or it is not appropriate that the employee's direct manager deals with the issue, the matter will be referred onto the HR Manager. The HR Manager will listen to the employee's concerns and attempt to resolve the dispute with the employee and/or their representative.



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If the matter is still unresolved or it is not appropriate that the HR Manager deals with the issue, the dispute will be referred to the CEO, who will consider the dispute and/or the employee's concerns and attempt to resolve the dispute with the employee or their representative.

At this stage, the matter will either be resolved or referred to an independent body such as FWA or another independent arbitrator for resolution.

The parties agree to provide FWA or an independent arbitrator with the necessary discretion and power to ensure settlement of the dispute if the dispute remains unresolved. The parties agree to comply with any procedural directions required to settle the dispute.

A decision made by FWA or an independent arbitrator as a result of arbitration will be accepted by both parties, subject to either party exercising a right of appeal against the decision.

During the time when the parties attempt to resolve the matter:

Employees must continue to perform their work as they normally would unless they have a reasonable concern about an imminent risk to their health or safety; and

Employees must comply with a direction given by the employer to perform other work available at the same workplace or at another workplace unless the work is not safe or occupational health and safety legislation would not permit the work to be performed or the work is not appropriate for the employee to perform or there are other reasonable grounds for the employee to refuse to comply with the direction.

1.10 Consultation Regarding Major Change

The purpose of this clause is to provide a framework for the process of communicating a major change in the workplace. Significant changes in the workplace include, but are not limited to:

- organisational restructure
- major changes to production or technology
- termination of employee(s)
- major change to the operation or size of the workforce or to the skills required of employees
- elimination or diminution of job opportunities (including opportunities for promotion or tenure)
- alteration of hours of work
- need to retrain employees
- need to relocate employees to another workplace
- restructuring of jobs

Consultation on major change applies if:

Vicdeaf has made a definite decision to introduce major change to production, program, organisation, structure or technology in relation to its operation; and the change is likely to have a significant effect on employees.

Vicdeaf will notify relevant employees of the decision to introduce major change as soon as practical after making the decision and give prompt and genuine consideration to matters raised about the major change by relevant employees.

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The following points will also be followed:

Information regarding major change (including information regarding the nature of the change, the expected effects of the change on employees and other matters likely to affect employees) will be provided to affected employees and their union, where applicable, in writing within a reasonable time frame prior to the proposed implementation date.

Vicdeaf is, however, not required to disclose confidential or commercially sensitive information

Employees will be provided with an opportunity to respond with queries about the proposed change and to consult with Vicdeaf about alternatives to the change and/or measures to amend the proposed change, as well as measures taken by Vicdeaf to avert or mitigate the adverse affect of the change on employees.

Vicdeaf will allow a reasonable timeframe for consultation regarding the introduction of change, answer all queries raised by employees and give prompt consideration to all matters raised by employees during the consultation process.

Any disputes arising will be dealt with under the dispute settlement process.

Section 2- Types of Employment

2.1 Types of Employment

2.1.1 Full-time Employment

This means an employee who is employed to work thirty eight (38) hours per week or an average of thirty eight (38) hours per week, or seventy six (76) hours per fortnight, plus any reasonable additional hours.

2.1.2 Part-time Employment

This means an employee who is rostered to work less than thirty eight (38) hours per week or less than seventy six (76) hours per fortnight.

A part time employee shall receive all the provisions of the Agreement on a pro rata basis in accordance with the number of hours worked, on the basis that the ordinary weekly hours of work for full time employees are 38.

2.1.3 Fixed Term Employment

This means an employee who is employed for a fixed period of time or for a specific project/event of finite duration as determined by their contract of employment. A fixed-term employee may be employed on either a full-time or part-time basis.

It is agreed that employees who are employed on a fixed term contract of employment shall be entitled to the following provisions:

- i) Personal leave shall accrue from one contract to another if a further contract is offered, provided there is no break between contracts.
- ii) Annual leave shall accrue from one contract to another if a further contract is offered, provided there is no break between contracts.

iii) For the purpose of long service leave, service from one contract to another shall count as continuous service, provided there is no break in service of more than three months, or if the break is greater than three months the length of the break is due to the terms of the engagement of the employee (for example, because of the seasonal nature of the work).

iv) Probationary periods will not apply to employees employed on a second and subsequent contract.

2.1.4 Casual Employment

This means an employee who is not employed on a permanent basis but rather their hours of work and employment is subject to the availability of work and Vicdeaf's need for their services. There is no obligation on Vicdeaf to provide the employee work.

Casual employees are employed by the hour and will be paid a minimum of three hours for each engagement.

Casual employees are not entitled to any paid leave (other than long service leave as set out in clause 5.5.3), payment for public holidays not worked, notice at termination or redundancy pay.

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

2.2 Probationary Periods

- a) All new employees will be subject to a six (6) month probationary period. The employee will be advised of the probationary period and the procedures for review of performance at the time the offer of employment is made.
- b) During the probationary period the employee's performance will be reviewed regularly and the outcomes of the reviews will be made known to the employee.
- c) Vicdeaf may confirm the permanent appointment of any employee prior to the expiry of the probationary period.
- d) In the case of contract extensions or internal transfers, ongoing employee appraisal and feedback will apply.
- e) Successful completion of the probationary period is required for the employment to continue.
- f) Either party may terminate the employment relationship during the probationary period for any reason by giving one weeks' notice or payment in lieu, unless the termination is for misconduct that justifies summary dismissal where no notice or payment in lieu applies.

Section 3 - Salary and Salary Related Matters

3.1 Salary Rates and Classifications

All employees will be paid a salary in accordance with the schedule and classification structure outlined in Schedule 2.

3.2 Incremental Progression

Incremental progression is when the salary of an employee is increased progressively through the classification levels based on years of experience to the maximum of the range.

Yearly incremental progression will be in accordance with the terms and conditions outlined within the relevant classification structures.

3.3 Salary Increases

Vicdeaf is committed to providing the salary increases as outlined within Schedule 2.

Annual pay increases set out in Schedule 2 will be effective from the first full pay period after 1 July of each year. If an employee is on unpaid leave at the time of the salary increase, the increase will be effective from the date of their return (not retrospectively).

3.4 Payment of Wages

a) The salary payable to an employee pursuant to this Agreement shall be paid fortnightly no later than Wednesday via electronic funds transfer into an account nominated by the employee

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- b) An employee who has given or who has been given the required notice of termination of employment in accordance with this Agreement or who is summarily dismissed shall be paid all entitlements due within the next normal fortnight pay period.
- c) An employee who wishes to receive payment sooner than specified in clause (b) after such dismissal or termination can request the payment is made earlier, provided that all Vicdeaf property has been returned.
- d) Vicdeaf shall provide to an employee in writing (including electronic advice) the total amount of wages to which they are entitled, the amount of overtime therein, details of any deductions made and the net amount being paid to the employee.

3.5 Superannuation

- a) Vicdeaf will contribute on behalf of the employee in accordance with legislative requirements.
- b) Employer contributions will be paid into Vicdeaf's nominated fund First State Super as a default fund unless otherwise specified by the employee.
- c) The employee may nominate a superannuation fund other than First State Super to receive their compulsory superannuation guarantee payment. The superannuation fund must comply with the guidelines outlined in applicable superannuation legislation.
- d) The employee's earnings base for the purpose of this clause will be based on the employee's ordinary time earnings (OTE).

3.6 Salary Packaging

- a) An employee is able to salary package their salary provided that the total grossed up value of any benefits that attract Fringe Benefits Tax (FBT) does not exceed \$30,000 in the period 1 April to 31 March of the following year.
- b) Note that \$30,000 of grossed up value is equal to approximately \$16,000 of actual expenditure for items not subject to FBT. Where a car is included in a package, the \$30,000 “grossed” up value will be reduced to cover the “FBT” “grossed up” value of the car.
- c) Salary packaging is contingent on the provision that it will operate at NO cost to Vicdeaf. It is based on the concept of the Total Employment Cost to Vicdeaf. In the event of an increase in tax (other than Payroll Tax) payable by Vicdeaf, including PAYE, Fringe Benefits Tax or any state tax equivalent, Vicdeaf can exercise the option to adjust or cancel any salary packaging arrangement.
- d) Where an employee packages over and above \$30,000 and a FBT liability is incurred, the employee is liable to reimburse Vicdeaf to the extent of the liability incurred.

3.7 Allowances

3.7.1 Travel Allowances - Motor Vehicle and Overnight Travel

- a) Vicdeaf shall provide employees with a company vehicle when they are required to travel for the purposes of work. Where a company vehicle is not made available to the employee, the employee shall be entitled to claim reimbursement for travel at the kilometre rates set out in clause c) below.
- b) An employee required to travel by other means in connection with their work shall be reimbursed all reasonable travel expenses incurred or given taxi vouchers.
- c) Where an employee is required to work at times and/or in places where the use of public transport could reasonably be deemed to place the employee in a position of possible personal risk, Vicdeaf shall provide suitable transport or shall authorise the employee to use their own vehicle.

Where a personal vehicle is used, the employee shall be entitled to claim reimbursement for travel at the kilometre rates set out in the table below:

Engine Size	Cents per Kilometre
> 3.0 litres	83.13
> 2.0 litres	79.30
> 1.6 litres	76.95
</= 1.6 litres	75.00

Overnight Travel

All travel should be approved within budget by the department manager.

An employee required to travel involving overnight accommodation shall be reimbursed the cost of accommodation and casual meals. Claims will be reimbursed on completion of the appropriate claim form and attaching actual receipts. The rates of reimbursement are in accordance with the following:

- i) Accommodation. If staff are required to book and pay for accommodation themselves and require reimbursement, actual accounts will be reimbursed up to the amounts outlined by the Australian Taxation Office (ATO) guidelines as at the current financial year. Refer to the Vicdeaf Travel Guidelines for more information.
- ii) All reasonable out of pocket expenses properly incurred by the employee whilst undertaking business will be reimbursed up to the approved rates outlined by the ATO.

3.7.2 Sleepover Allowance - Supported Accommodation Staff

- a) Where Vicdeaf requires an employee to sleepover on Vicdeaf's premises (Supported Accommodation) or in relation to a work related activity e.g. an excursion or camp, for a period outside that of the employee's normal rostered hours of duty, the employee shall be entitled to a sleepover allowance.
- b) The sleepover allowance will be adjusted on the following dates by the following amounts:

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\$74.35	Per shift from the first pay period on or after July 2012
\$76.58	Per shift from the first pay period on or after July 2013
\$78.88	Per shift from the first pay period on or after July 2014

- c) The following conditions apply to the sleepover allowance:
- i) No sleepover period shall commence prior to 10pm.
 - ii) This allowance shall provide compensation for the sleepover and also includes compensation for all work necessarily undertaken by an employee up to a total of one hour's duration once the sleepover shift has commenced.
 - iii) Where an employee is required to work a sleepover shift immediately following a normal rostered shift, the sleepover period will only commence once the employee has completed the rostered shift. If an employee works additional hours during a shift directly before a sleepover shift, this will be paid at overtime rates.

E.g. Shift to finish at 10pm with the sleepover commencing at 10pm. If the employee is required to work until 11pm then the additional hour will be paid at over time rates and the sleepover will commence at 11pm instead.
 - iv) Any work necessarily performed by the employee in excess of one hour during his/her sleepover shall attract the appropriate overtime payment as specified in clause 4.9.

3.7.3 On Call Allowance

An employee required by Vicdeaf to be on call (i.e. available for recall to duty) will be paid an allowance for each 24 hour period or part thereof:

When the on call period is between Monday and Saturday inclusive - \$16.62 per 24 hour period; and

When the on call period is on a Sunday or Public Holiday - \$33.16 per 24 hour period.

3.7.4 Meal Allowance

An employee will be supplied with an adequate meal or be paid a meal allowance of \$11.06 in addition to any overtime payments in the following circumstances:

- When required to work more than one hour after the usual finishing time of work, or in the case of shift workers, when the overtime work on any shift exceeds one hour; and
- provided that where such overtime exceeds four hours, a further meal allowance of \$11.06 will be paid.

3.7.5 First Aid Allowance

An employee who is required by Vicdeaf to hold a current first aid certificate and is required to perform first aid duty in the workplace will be paid an allowance as below:

Full-time employees

A weekly first aid allowance of \$13.84 will be paid to a full-time employee.

Part time and Casual employees

The first aid allowance for full time employees will apply to eligible part time and casual employees on a pro rata basis on the basis that the ordinary weekly hours of work for full time employees are 38.

This will be paid as an hourly rate to eligible staff.

3.7.6 Shift Allowance - Supported Accommodation Staff

Supported Accommodation Staff who are rostered to work a shift which finishes between 6pm and 8am or commences between 6pm and 6.30am will be paid a shift allowance loading of 12.5% for working that shift.

3.7.7 Higher Duties Allowance

The opportunity for employees to develop their skills by undertaking higher duties is recognised by Vicdeaf. An employee taking on an approved higher duties assignment for more than five (5) EFT days shall be entitled to a Higher Duties Allowances ("HDA") payment of between 10% and 20% increase of their base salary.

The minimum HDA payment will be 10 % increase on base salary and there is no maximum amount. The amount can be more than 20% increase.

The amount will be determined by the additional duties required to be undertaken during the acting period. At times an acting role requires the full role to be undertaken and at other times only some parts of the role are required to be undertaken and this should be the deciding factor in determining the percentage of HDA payment.

When an employee is asked to perform higher duties, the amount of the HDA payment will be discussed between the manager and the employee before the HDA period commences. The amount of HDA to be paid will be negotiated based on the role and required duties.

If there is a disagreement between an employee and their manager about the requirement to take on additional duties, the amount of HDA to be paid, or the entitlement to HDA, the dispute settlement process can be used to resolve this. Refer to clause 1.9.

3.7.8 Higher Qualifications Allowance

Where an Audiologist or Speech Pathologist has a higher qualification, they shall be paid, in addition to the rates prescribed in Schedule 2, the following:

For a Masters or PHD qualification, a fortnightly allowance of \$70.00.

This allowance is paid on a pro rata basis for part time employees.

The highest qualification only shall be paid. The allowance will be paid during all periods of leave except sick leave beyond 21 days and long service leave.

3.7.9 Accident Make Up Pay and Workers Compensation

a) Vicdeaf acknowledges the responsibilities outlined in workers compensation legislation and is committed to the rehabilitation of employees who may be injured, or contract an illness arising out of, or in the course of, their employment with Vicdeaf.

b) For the purpose of this subclause “accident make up pay” shall mean the difference in pay between an injured employee’s current rate of pay and the rate authorised for that injured employee by the insurance company pursuant to relevant workers compensation legislation.

c) Where an employee has sustained a work related injury or illness and benefits are payable in accordance with workers compensation legislation, the employee shall be entitled to accident make up pay.

d) Where the employee is totally unfit in accordance with relevant workers compensation legislation, accident make up pay is defined as the difference between the employee’s compensation payment and the employee’s ordinary time earnings.

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- e) Where the employee has a partial capacity for work, accident make up pay is defined as the difference between the employee's compensation payment together with the average weekly amount the employee is earning and the employee's ordinary base rate of pay excluding shift allowances and regular overtime.
- f) Accident make up pay is payable for a maximum period or aggregate periods totalling twenty six (26) weeks per compensable injury claim. Vicdeaf employees who at the lodgement of this Agreement would be entitled to receive a greater entitlement than indicated above will continue to receive this entitlement provided that the maximum period or aggregate periods shall not total more than thirty nine (39) weeks.
- g) All rights to accident pay shall cease on the death of the employee.

Vicdeaf will continue to provide Accident Make Up Pay for the duration of this Agreement.