



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

**Roman Catholic Church For The Archdiocese Of Canberra And Goulburn
As Trustees For CatholicCare T/A CatholicCare Canberra & Goulburn
(AG2023/1013)**

MARYMEAD CATHOLICCARE CANBERRA & GOULBURN ENTERPRISE AGREEMENT 2023

Social, community, home care and disability services

DEPUTY PRESIDENT O'NEILL

MELBOURNE, 16 MAY 2023

Application for approval of the Marymead CatholicCare Canberra & Goulburn Enterprise Agreement 2023

[1] An application has been made for approval of an enterprise agreement known as the *Marymead CatholicCare Canberra & Goulburn Enterprise Agreement 2023* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Roman Catholic Church for the Archdiocese of Canberra and Goulburn as Trustees For CatholicCare T/A CatholicCare Canberra & Goulburn. The Agreement is a single enterprise agreement.

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

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

[4] The Independent Education Union of Australia and the Australian Municipal Administrative Clerical and Services Union, being the 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.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 11:59pm on 30 June 2023. The nominal expiry date of the Agreement is 30 June 2025.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2023/1013

Applicant:

Roman Catholic Church for the Archdiocese of Canberra and Goulburn As Trustees For CatholicCare (ABN 90 046 512 373) ("**CatholicCare**")

Undertaking – Section 190

CatholicCare and The Trustees of the Roman Catholic Church for the Archdiocese of Canberra and Goulburn as trustee for Marymead Child and Family Centre ("**Marymead**") are the employers covered by the Marymead CatholicCare Canberra & Goulburn Enterprise Agreement 2023 ("**the Agreement**").

Marymead and CatholicCare give the following undertaking with respect to the Agreement:

1. Notwithstanding clause 28.1, and subject to clause 31.2 of the Agreement, where an Employee is not provided a meal break in accordance with clause 31.1(a) of the Agreement and required to work continuously thereafter, they will be paid overtime for all subsequent time worked until the meal break is taken.


This undertaking is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

I, Anne Kirwan, Chief Executive Officer have the authority given to me by Marymead to give the above undertaking with respect to the Agreement:


Signature: Anne Kirwan

1.5.2023
Date

I, Lisa Higginson, Deputy Chief Executive Officer have the authority given to me by CatholicCare to give the above undertaking with respect to the Agreement:


Signature: Lisa Higginson

01/05/2023
Date

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

MARYMEAD CATHOLICCARE CANBERRA & GOULBURN ENTERPRISE AGREEMENT 2023

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PART A. TECHNICAL MATTERS

1. Title of this Agreement

- 1.1 This agreement shall be known as Marymead CatholicCare Canberra & Goulburn Enterprise Agreement 2023 (**Agreement**).

2. Interpretation

- 2.1 Capitalised words or expressions used in this Agreement (or in a particular provision of this Agreement) are defined in Appendix 3.
- 2.2 Capitalised words or expressions used in this Agreement that are defined in the Fair Work Act, have the same meaning as the Fair Work Act, unless otherwise defined in this Agreement.
- 2.3 In this Agreement, unless the context otherwise indicates:
- (a) a reference to:
 - (i) the singular includes the plural, and the plural includes the singular; and
 - (ii) a part, appendix, clause, sub-clause or paragraph is to a part, clause, sub-clause or paragraph in this Agreement;
 - (b) headings are for convenience only and do not affect the interpretation of this Agreement;
 - (c) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
 - (d) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision;
 - (e) a reference to a time and date in connection with the performance of an obligation is a reference to the time and date in the Australian Capital Territory, even if the obligation is to be performed elsewhere;
 - (f) mentioning anything after the words “include”, “includes” or “including” does not limit what else might be included;
 - (g) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
 - (h) where an expression is defined anywhere in this Agreement, it has the same meaning throughout this Agreement;
 - (i) the rule of contra proferentem does not apply to this Agreement; and
 - (j) a reference to “dollars” or “\$” is to an amount in Australian currency.
- 2.4 Unless explicitly stated, a policy, procedure, or similar document not included as an appendix to this Agreement is not to be interpreted as being incorporated into this Agreement, even where a party is stated as being required to comply with such.

3. Coverage

- 3.1 This Agreement applies to and covers the following as the Employers:

- (a) the Trustees of the Roman Catholic Church for the Archdiocese of Canberra and Goulburn as trustee for Marymead Child and Family Centre ABN 90 677 510 841 (**Marymead**); and
 - (b) Roman Catholic Church for the Archdiocese of Canberra and Goulburn As Trustees For CatholicCare ABN 90 046 512 373 (**CatholicCare**).
- 3.2 Subject to subclause 3.3, this Agreement applies to and covers only people employed by an Employer (including those previously employed pursuant to a Modern Award or enterprise agreement) whose position is covered by the classifications set out in Appendix 2 – Classifications, of this Agreement.
- 3.3 This Agreement will not apply to or cover any Employee who is above the High Income Threshold, as defined in the Fair Work Act, which at the date of this Agreement is \$162,000.00 per annum.
- 3.4 The parties to this Agreement acknowledge and agree the Employers will take steps to have this agreement apply to and cover the new legal entity resulting from the merger of Marymead and CatholicCare as an Employer and apply to and cover both transferring and non-transferring employees of the new legal entity as Employees.

4. Commencement and Duration

- 4.1 This Agreement commences at 11:59pm on 30 June 2023 if approved by the Fair Work Commission not less than seven days before that time, otherwise the date that is seven days after it has been approved by the Fair Work Commission (**Commencement Date**).
- 4.2 The nominal date of expiry of this Agreement is 2 years from the Commencement Date (**Nominal Expiry Date**).

5. No Extra Claims

- 5.1 The parties agree that there shall be no further claims during the life of this Agreement.
- 5.2 The parties may agree to vary this Agreement at any time until its Nominal Expiry Date in accordance with the relevant provisions of the Fair Work Act.

6. Effect of the Agreement

- 6.1 The parties agree that:
- (a) it is the intention of this Agreement to achieve the principal objects specified in section 351 of the Fair Work Act;
 - (b) this Agreement replaces any previous enterprise agreement or collective agreement that may have previously been applicable to the Employers and the Employees (**Previous Agreements**), including:
 - (i) Roman Catholic Archdiocese of Canberra and Goulburn CatholicCare Canberra & Goulburn Enterprise Agreement (CatholicCare Canberra & Goulburn) 2017-2020; and
 - (ii) Marymead Child and Family Centre Collective Teamwork Agreement 2013 – 2015; and
 - (c) Employees may make no further claims in relation to the Previous Agreements.
- 6.2 This Agreement is read in conjunction with the National Employment Standards and if a term of this Agreement is detrimental in any respect to an Employee when compared to the NES, the NES prevails over the detrimental extent of the term of this Agreement to the extent of the detriment.
- 6.3 Nothing in these provisions allows any treatment that would otherwise be prohibited in any applicable Commonwealth, State, or Territory legislation.

- 6.4 For the avoidance of doubt, this Agreement does not create obligations between an Employer and an Employee who is employed by another Employer covered by this Agreement, and an Employee may only enforce this Agreement against the entity which employs them.
- 6.5 Where the Social Community, Home Care and Disability Services Award or the Health Professionals and Support Services Award, provides a condition, allowance or entitlement, not addressed in this Agreement, the Employer will provide such condition, allowance or entitlement to the Employee to the extent they are applicable to an Employee covered by that Award.

PART B. TYPES OF EMPLOYEES AND CONDITIONS

7. Types of Employment

- 7.1 Employees of the Employer are employed in one of the following categories:
- (a) Full Time Employees;
 - (b) Part Time Employees;
 - (c) Fixed Term Employees; or
 - (d) Casual Employees.
- 7.2 At the time of engagement, the Employer will inform each Employee of the terms of their engagement, including which category of employment they are engaged under.

8. Classification Structure

- 8.1 For the avoidance of doubt, where an Employer employs a person in a role not covered by the classification structure set out in Appendix 2 that employee will not be covered by this Agreement and will be paid in accordance with the applicable Modern Award (if any).

9. Allocation of Duties

- 9.1 The Employer may require an Employee to carry out any reasonable duties the Employee can perform, subject to any restrictions set out in this Agreement and the payment of higher duties allowance where required by this Agreement.
- 9.2 Where an Employee is required to undertake lower level duties for a period of time, other than where this is an agreed transfer to a lower level position, the Employee will continue to be paid at the higher level.

10. Full Time Employees

- 10.1 A Full Time Employee is an Employee who is engaged on a permanent basis to work an expected average of 76 hours per fortnight.

11. Part Time Employees

- 11.1 A Part Time Employee is an Employee who:
- (a) is engaged on a permanent basis to work less than an average of 76 hours per fortnight; and
 - (b) has reasonably predictable expected hours of work.
- 11.2 Unless otherwise specified in this Agreement, remuneration and other conditions for Part Time Employees, including leave, will be calculated pro rata to the number of hours the Employee works, excluding allowances of a reimbursement nature.
- 11.3 The details of a Part Time Employee's work will be agreed in writing, which for the avoidance of doubt may include an email exchange, and include:
- (a) the expected hours to be worked each day;
 - (b) the days of the week the Employee will be required to work the expected hours; and
 - (c) the normal starting and finishing time each day,

and may include different expected hours for specified periods.

- 11.4 The Employer and a Part Time Employee may mutually agree in writing to vary the expected hours of a Part Time Employee.

12. Fixed Term and Maximum Term Employees

- 12.1 A Fixed Term Employee is an Employee who is engaged for a specified time, or to complete a specified task, on either a full time or part time basis, as informed by the Employer at the time of their engagement.
- 12.2 A Maximum Term Employee is an Employee who is engaged for a maximum period of time, on either a full time or part time basis, as informed by the Employer at the time of their engagement.

13. Casual Employees

- 13.1 A Casual Employee is an Employee who is engaged as a casual employee in accordance with section 15A of the Fair Work Act.
- 13.2 A Casual Employee may be entitled to convert to permanent employment in accordance with the Fair Work Act.

14. Minimum Engagements

- 14.1 The minimum single engagement for a Part Time Employee, other than Employees On Call, is:
- (a) two hours, other than for Remote Work; or
 - (b) one hour for Remote Work, including where the Employee is required participate in a work meeting or similar engagement, such as a staff meeting or training session remotely.
- 14.2 The minimum single engagement for a Casual Employee, other than Employees On Call, is:
- (a) three hours for Community Services Employees and Allied Health Employees, subject to (c) below;
 - (b) two hours for all other Casual Employees, subject to (c) below; or
 - (c) one hour for all Casual Employees performing Remote Work including where the Employee is required participate in a work meeting or similar engagement, such as a staff meeting or training session remotely.
- 14.3 The minimum single engagement for Employees who are On Call is:
- (a) 15 minutes for Remote Work, subject to (c) below, where the employee is On Call between 6.00 am and 10.00 pm;
 - (b) 30 minutes for Remote Work, subject to (c) below, where the employee is On Call between 10.00 pm and 6.00 am;
 - (c) one hour, where the Remote Work requires the Employee to participate in a work meeting or similar engagement, such as a staff meeting or training session remotely; or
 - (d) one hour where the Employee is required to attend the workplace outside of Ordinary Hours.

15. Trainees

- 15.1 The Employer may engage a person as a Trainee on a traineeship registered with the relevant State or Territory training authority, as a Fixed Term Employee for the duration of the traineeship.
- 15.2 The Base Rate of Pay for a Trainee will be at least the rate of pay the Trainee would be entitled to under the relevant Modern Award.

- 15.3 The conditions of a traineeship will be in accordance with this Agreement except where this is inconsistent with the requirements of the relevant State or Territory training authority.
- 15.4 A Trainee may, at the Employer's sole discretion, be offered a position as a Full Time Employee or Part Time Employee on successful completion of the traineeship.

16. Probation

- 16.1 All Permanent Employees will be subject to a six month probationary period following the commencement of their employment to enable an evaluation and assessment of the Employee's suitability for the role.
- 16.2 Employees may be terminated for any reason and at any time during the six month probationary period with of one week's notice or equivalent in payment in lieu of notice.

17. Ordinary Hours

- 17.1 The span of hours within which Ordinary Hours may be worked without payment of penalty rates are set out in the following table:

Classification	Span of hours
All Employees, excluding shift work	6.00 am to 8.00 pm, Monday to Friday

- 17.2 By mutual agreement between the Employer and the Employee, an Employee's Ordinary Hours may be worked up to 10 hours per shift.

18. Shift work

- 18.1 Where the Employer wishes to engage an Employee to work in shift work, the Employer will advise the Employee in writing specifying that they will be working shift work, and the hours over which the shift is ordinarily worked.
- 18.2 For the purpose of this clause:
- (a) Afternoon Shift means any shift that finishes after 8.00 pm but before or at 12.00 am Monday to Friday; and
 - (b) Night Shift means any shift which finishes after 12.00 am or commences before 6:00 am Monday to Friday; and
 - (c) a Public Holiday Shift means any rostered time worked between midnight on the night prior to the public holiday and midnight of the public holiday.
- 18.3 An Employee who is rostered on and works:
- (a) an Afternoon Shift will be paid a loading of 12.5% of their Base Rate of Pay for the whole shift;
 - (b) a Night Shift will be paid a loading of 15% of their Base Rate of Pay for the whole shift.
- 18.4 A Full Time or Part Time Employee who is rostered on and works a Public Holiday Shift will be paid double time and a half (250%) of their Base Rate of Pay for that part of such shift which is on the public holiday.
- 18.5 A Casual Employee who works a public holiday shift will be paid a double time and three quarters (275%) of their Base Rate of Pay for that part of the shift which is on the public holiday. This loading is inclusive of the 25% casual loading.
- 18.6 For the avoidance of doubt, a rostered shift which is not an Afternoon Shift, Night Shift or Public Holiday Shift, is not considered shift work, even if the Employee from time to time works beyond the span of Ordinary Hours.

19. Rosters

19.1 For Employees whose work is subject to rostering:

- (a) the ordinary hours of work for each Employee will be displayed on a fortnightly or monthly roster in a place conveniently accessible to Employees. This roster will be posted at least two weeks before the commencement of the roster period; and
- (b) the Employer is not required to display any roster of the ordinary hours of work of casual or relieving staff.

Change in roster

19.2 The Employer may change an Employee's roster with 7 days' notice, provided that:

- (a) a roster may be altered at any time to enable the service of the Employer to be carried on where another Employee is absent from duty on account of illness, or in an emergency; and
- (b) if the only change to the roster of a Part Time Employee is the mutually agreed addition of extra hours to be worked such that the Part Time Employee still has 4 rostered 24 hour periods off in that fortnight or 8 rostered 24 hour periods off in a 28 day roster cycle, no notice is required.

19.3 When considering changes to rosters, the Employer will:

- (a) consult with the employees affected on the implementation of the changes; and
- (b) give consideration to any objections and/or suggestions raised by staff before implementing major changes.

Client cancellation

19.4 Where a client cancels or changes the rostered service, an Employee will be provided with notice of a change in roster by 5.00 pm the day prior and in such circumstances no payment will be made to the Employee. If a Full Time or Part Time Employee does not receive such notice, the Employee will be entitled to receive payment for their minimum specified hours on that day.

19.5 The Employer may direct the Employee to make-up time equivalent to the cancelled time, in that or the subsequent fortnightly period. This time may be made up working with other clients or in other areas of the employer's business providing the Employee has the skill and competence to perform the work.

PART C. REMUNERATION

20. Pay rates

- 20.1 The Base Rate of Pay for Employees is included in the applicable section of Appendix 1 of this Agreement. Where there is any inconsistency between the provisions of this Part and Appendix 1, the provisions of this Part will prevail.
- 20.2 Casual Employees will receive a loading of 25% in lieu of:
- (a) access to all forms of paid leave (other than long service leave and paid Family and Domestic Violence Leave); and
 - (b) payment for public holidays on which the Casual Employee is not required to work.
- 20.3 Employees will not have a reduction in pay as a result of this Agreement.

21. Method of Payment

- 21.1 Employees will be paid fortnightly in arrears into a financial institution account nominated by the Employee.

22. Transition to New Classification and Wage Structure

- 22.1 With effect from the first full pay period on or after the Commencement Date, Employees who are covered by the Previous Agreement will transition to the new classification and wages structure in accordance with the classifications at Appendix 2.
- 22.2 All Employees employed at the Commencement Date will retain their progression rights. Service on a pay point prior to the Commencement Date shall count as service on the corresponding step of the new scale.

23. Pay Progression

- 23.1 At the end of each 12 months' continuous employment, an Employee will be eligible for progression from one pay point to the next within a level unless the Employee has been assessed by the Employer as having failed to demonstrate competency and satisfactory performance over a minimum period of 12 months at each point within the level, or the Employee has been subject to an adverse performance review in the preceding 12 months, in which case progression will be subject to the Employer's discretion.
- 23.2 Employees on extended unpaid parental leave may request on their return to be progressed to the next pay point within a level at the rate of one year for each three years of absence, pro rata for an absence which is greater than one year but less than three years.
- 23.3 For the avoidance of doubt:
- (a) if any level requires a qualification or certification, an Employee may not progress to that level unless they have acquired and maintain such qualification or certification; and
 - (b) movement to a higher classification will only occur by way of promotion or re-classification.

24. Salary Increases

- 24.1 The Base Rates of pay set out in this Agreement will be increased:
- (a) for Allied Health Employees, by the same percentage the applicable Modern Award increases on that day or in the preceding year first full pay period after 1 July 2023 and 1 July 2024; and

- (b) for Employees other than Allied Health Employees, by the same percentage the applicable Modern Award increases on that day or in the preceding year.

24.2 For the avoidance of doubt, Employees will not be paid less than the minimum base rate of pay under the applicable Modern Award.

25. Superannuation

- 25.1 The Employer will make superannuation contributions in accordance with applicable legislation in place at any particular time.
- 25.2 Where permitted by legislation, each Employee may choose a superannuation fund.
- 25.3 Where an Employee does not choose a superannuation fund and does not have a stapled superannuation fund, the Employer will determine a default fund which complies with applicable legislation and regulations.

26. Pay Arrangements for Student and Family Counsellors

Application

- 26.1 This clause 26 only applies to Student and Family Counsellor Employees who are ordinarily not engaged to work outside of the school term and engaged to work during school term weeks only (**School Time Counsellors**), and then only in relation to their ordinary hours worked during the school term.
- 26.2 School Time Counsellors will be paid for 48.7 weeks per year, being 40 weeks of school term time, 2 weeks of professional development and training, 4 weeks Annual Leave and 2.7 weeks of Public Holidays.
- 26.3 School Time Counsellors will have their wages paid over a 52 week period (**Averaged Salary**). The Employer will determine the Employee's weekly rate of pay by applying the formula set out in subclause 26.6.
- 26.4 The rates will be paid in equal instalments throughout the year including while the Employee is on annual leave. A "year" is defined as the 52 week period commencing on the date that the Employee started being paid an Averaged Salary.
- 26.5 For the avoidance of doubt, a Part Time School Time Counsellor for the purposes of this clause 26 is an Employee engaged to work only during school term weeks, but works less than 5 days per school term week (for example an employee who works 3 days per week for 42 weeks per year).

Formula

- 26.6 The following formula will be used to determine the weekly rate:

$$\frac{N + 13}{240} \times \frac{\text{Annual Rate of Salary}}{52}$$

- 26.7 For the purposes of the formula at clause 26.6:

- (a) "N" is the number of days the Employee will be required to work each year, excluding Public Holidays, being 210 days which is equal to 40 term weeks, plus two weeks of professional development and training; and
- (b) "Annual Rate of Salary" is the annual salary calculated using the Base Rate of Pay of the applicable classification set out at Appendix 1, being 52 multiplied by the Base Rate of Pay and multiplied by 38.

- 26.8 For the purpose of the formula and "N" at clause 26.7(a) only, to avoid a mathematical inconsistency, a Part Time School Time Counsellor:

- (a) will be deemed to work the same number of days during school terms as a Full Time School Time Counsellor; and
- (b) the averaged hourly rate for Part Time School Time Counsellors will be calculated by determining the Full Time average rate using the formula at clause 26.6 and dividing this by 38 (being Full Time weekly hours).

Payment of average rate of pay

- 26.9 The average rate of pay of an Employee determined by formula at clause 26.6 will be the Employee's Base Rate of Pay for all purposes, other than calculation of overtime rates of pay which may be payable to the Employee.
- 26.10 An Employee who is paid the average rate of pay and works additional days or hours at the request of the Employer during non-term weeks which they are not normally required to work, or during term weeks on days they are not normally required to work, will be paid at the casual rate of pay for the relevant classification for all such work. This payment will be in addition to any other remuneration received by the Employee pursuant to clauses 26.3 and 26.4.

Accrual of Leave Entitlements

- 26.11 Full Time School Time Counsellors accrue all leave entitlements at the same rate as other Full Time Employees, notwithstanding that they are ordinarily engaged to only work during school term weeks.
- 26.12 Part Time School Time Counsellors accrue all leave entitlements pro rata to the accruals they would receive if they were Full Time School Time Counsellors.

PART D. ENTITLEMENTS AND ALLOWANCES

27. Penalty Rates

Public Holidays

27.1 An Employee required to work on a Public Holiday:

- (a) will be paid double time and a half (250%) of their Base Rate of pay for all time worked if they are a Full Time or Part Time Employee;
- (b) will be paid double time and three quarters (275% which includes the casual loading) of their Base Rate of pay for all time worked if they are a Casual Employee; and
- (c) will not be eligible for any additional rates, penalties, or loadings including for weekend work, which would be payable if the day was not a Public Holiday.

Weekends

27.2 An Employee required to work on a weekend:

- (a) will be paid time and a half (150%) of their Base Rate of pay for time worked between midnight on Friday and midnight on Saturday and double time (200%) of their Base Rate for time worked between midnight Saturday and midnight Sunday, if they are a Full Time or Part Time Employee; and
- (b) will be paid time and three quarters (175% which includes the casual loading) of their Base Rate of pay for time worked between midnight on Friday and midnight on Saturday and double time and a quarter (225% which includes the casual loading) of their Base Rate for time worked between midnight Saturday and midnight Sunday, if they are a Casual Employee; and
- (c) these extra rates will be in substitution for, and not cumulative with, shift penalties provided in this Agreement and are not applicable to overtime hours worked on a Saturday or a Sunday.

28. Overtime

When overtime applies

28.1 An Employee, will be deemed to have worked overtime, only with the prior approval of the Employer, or where the Employee is directed by the Employer to work:

- (a) more than 10 hours on any day;
- (b) more than 76 hours in a fortnight; or
- (c) outside Ordinary Hours where the Employee is not paid penalty rates under clause 27, but only when the Employer has approved such overtime prior to its commencement.

Overtime rates

28.2 Overtime under this clause 28 is paid to Employees, other than Casual Employees, at the following rates:

- (a) time and a half (150%) of their Base Rate of Pay for the first two hours, Monday to Saturday and double time (200%) of their Base Rate of Pay thereafter;
- (b) double time (200%) of their Base Rate of Pay for all overtime on a Sunday; and
- (c) double time and a half (250%) of their Base Rate of Pay for all overtime on a public holiday.

28.3 Overtime under this clause 28 is paid to Casual Employees at the following rates:

- (a) Casual Employees who but for this Agreement would be covered by the Health Professionals and Support Services Award:
 - (i) 187.5% (which includes casual loading) of their Base Rate of Pay for the first two hours, Monday to Saturday and double time and a half (250% which includes casual loading) of their Base Rate of Pay thereafter;
 - (ii) double time and a half (250% which includes casual loading) of their Base Rate of Pay for all overtime on a Sunday; and
 - (iii) 312.5% (which includes casual loading) of their Base Rate of Pay for all overtime on a Public Holiday; and
- (b) all other Casual Employees:
 - (i) time and three quarters (175% which includes casual loading) of their Base Rate of Pay for the first two hours, Monday to Saturday and double time and a quarter (225% which includes casual loading) of their Base Rate of Pay thereafter;
 - (ii) double time and a quarter (225% which includes casual loading) of their Base Rate of Pay for all overtime on a Sunday; and
 - (iii) double time and three quarters (275% which includes casual loading) of their Base Rate of Pay for all overtime on a public holiday.

28.4 Overtime under this clause 28 is payable in substitution for (not cumulative) shift rates provided for in clause 17.2 and penalty rates provided for in clause 27.

Rest period after overtime

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

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

Recall to work overtime

28.7 An Employee recalled to work overtime after leaving the Employer's or client's premises will be paid for a minimum of 2 hours' work at the appropriate rate for each time so recalled. If the work required is completed in less than 2 hours the Employee will be released from duty.

Rest break during overtime

28.8 An Employee recalled to work overtime after leaving the Employer's or client's premises and who is required to work for more than four hours will be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours' overtime, and all such time will be counted as time worked.

28.9 The meals referred to in clause 28.8 will be provided to the Employee free of charge. Where the employer is unable to provide such meals, a meal allowance, as set out at clause 30, will be paid to the Employee concerned.

29. Time Off in Lieu of Overtime

- 29.1 The Employer and an Employee may mutually agree in writing for the Employee to be granted time off in lieu of payment for overtime (**TOIL**), on an hour for hour basis, which will accrue up to a maximum of 38 hours.
- 29.2 TOIL must be taken as time off:
- (a) within three months of being accrued; and
 - (b) at a time that is mutually agreed between the Employer and Employee.
- 29.3 TOIL will be paid out at the applicable overtime rate in the next pay period, if:
- (a) it is not taken in within the timeframe specified in clause 29.2 (unless an extension is mutually agreed in writing);
 - (b) the Employee has accrued the maximum permitted number of TOIL hours and elects to have it paid out in part or in full; or
 - (c) the Employee's employment ends for any reason before the TOIL has been taken.

30. Meal Allowance

- 30.1 Where an Employee is deemed to have worked more than one hour approved or directed overtime on any day, the Employee will be:
- (a) provided with a meal at no cost to the Employee; or
 - (b) paid a meal allowance of \$14.10.
- 30.2 Where an Employee is deemed to have worked more than four hours overtime on any day, in accordance with clause 28.1, the Employee will be:
- (a) provided with a second meal at no cost to the Employee; or
 - (b) paid a second meal allowance of \$14.10.
- 30.3 Clauses 30.1 and 30.2 will not apply when an employee could reasonably return home for a meal within the meal break.

31. Rest Breaks

- 31.1 Employees, are entitled to:
- (a) an unpaid meal break of between 30 and 60 minutes no later than five hours after commencing work;
 - (b) a paid rest break of 15 minutes where required to work at least four hours; and
 - (c) a second paid rest break of 15 minutes where required to work at least seven hours, excluding unpaid breaks, in a single shift, or on any day.
- 31.2 Where a Support Care Employee is required by the Employer to have a meal with a client or clients as part of work or client program, they will be paid for the duration of the meal break and clause 31.1(a) does not apply.
- 31.3 The Employer will endeavour not to require an Employee to commence work before at least a 10 hour break after the end of the previous shift, where reasonable.

- 31.4 Where the Employer directs an Employee to commence work before at least a 10 hour break after the end of the previous shift, the Employee will be paid at overtime rates for all work undertaken until such time as the Employee has had a 10 hour break.
- 31.5 For the avoidance of doubt, clause 31.3 will apply where a shift commences on one day and finishes on the following day and the next shift commences before a 10 hour break has been taken but does not apply to Broken Shifts.

32. On-call Allowance

- 32.1 Subject to clause 32.4, where an Employee is required to be on-call outside of work hours, the Employee will be paid an allowance of:
- (a) two hours of their Base Rate of Pay per 24 hour period or part thereof occurring during the period from completion of their ordinary hours on a Monday to completion of ordinary hours on Friday; and
 - (b) four hours of their Base Rate of Pay per 24 hour period or part thereof occurring during the period from completion of their ordinary hours on Friday to commencement of their ordinary hours on Monday, or a on Public Holiday,
- (On-call Allowance).**
- 32.2 To be eligible for the payment of the On-Call Allowance, the Employee must:
- (a) be ready and available to return to the workplace without notice;
 - (b) remain within 30 minutes travel time of the workplace; and
 - (c) be contactable at all times by phone.
- 32.3 Where an Employee is in receipt of an On-Call Allowance, the Employee will:
- (a) be entitled to the applicable overtime rates, if any, if they are required to attend the workplace outside of Ordinary Hours while On Call; and
 - (b) not be entitled to payment for any time associated with making or receiving phone calls, emails, or similar, during the period for which they receive the On-Call Allowance.
- 32.4 Where the Health Professionals and Support Services Award would apply to an Employee, but for this Agreement, the Employer will pay On-Call Allowance in accordance with that Modern Award.

33. Broken Shift Allowance

- 33.1 This clause 33 only applies to Support Care Employees.
- 33.2 For the purpose of this clause 33 the expression **“Broken Shift”** means the entirety of a work shift which is broken into two or three periods of work (**Broken Periods**) separated by unpaid breaks which are not meal breaks.
- 33.3 If an Employer rosters or directs an Employee to work a Broken Shift of two Broken Periods, the Employee must be paid an allowance of \$18.34 for the Broken Shift.
- 33.4 An Employee may only work a Broken Shift of three Broken Periods if:
- (a) before each occasion the Employee agrees to work such a Broken Shift; or
 - (b) the Broken Shift forms part of the Employees regular pattern of work agreed in accordance with clause 11,
- in which case the Employee must be paid an allowance of \$24.27 for the Broken Shift.

33.5 For the avoidance of doubt:

- (a) an Employee cannot work a Broken Shift of more than three Broken Periods;
- (b) a work shift broken into two periods by a paid or unpaid meal break required or provided for under this Agreement is not a Broken Shift; and
- (c) other than the allowances specified above, a Broken Shift is paid as normal, and in accordance with any weekend, overtime, public holiday, or other rates or allowances that apply.

33.6 If the total span of hours for the Broken Shift, including meal breaks and breaks between the Broken Periods, exceeds 12 hours, all work performed beyond 12 hours will be paid at double time.

33.7 Employees must receive a minimum break of 10 hours between Broken Shifts on successive days.

33.8 Where an Employee makes a written request to be rostered to work Broken Shifts, broken shift allowances will not apply.

34. Higher Duties

34.1 Where an Employee is required to perform a higher level role for one week or more, the Employee will be paid at a higher level rate, in accordance with any policies in place from time to time.

34.2 The Employer may approve payment of higher duties allowance for periods of less than one week.

34.3 To be eligible for the payment of higher duties allowance, the Employee must be performing sufficient higher level functions that the role being performed by the Employee would be classified at the higher level.

35. Motor Vehicle Allowance

35.1 A motor vehicle allowance is payable where an Employee agrees to the Employer's request to use their private vehicle for work related purposes, subject to this being agreed in writing by their manager in advance.

35.2 The rate of motor vehicle allowance is 92 cents per kilometre.

35.3 The private vehicle for work purposes must be:

- (a) operated by an appropriately licenced driver at all times that it is being used for work related purposes;
- (b) registered at all times;
- (c) road worthy and safe to perform the agreed work purpose; and
- (d) comprehensively insured to the satisfaction of the Employer.

35.4 The Employer may require the Employee to provide evidence of the matters in clause 35.3, prior to the agreement in clause 35.1, or at any other time it deems necessary.

36. First Aid Allowance

36.1 The first aid allowance set out in clause 36.2 will be paid to Employees who:

- (a) hold a current first aid qualification issued by an accredited institution; and
- (b) are appointed in writing by the Employer as a designated first aid officer for the time they work.

36.2 The first aid allowance is:

- (a) for Full Time Employees \$18.01 per week; and

(b) a pro-rata amount for Casual and Part Time Employees.

37. Sleepovers

- 37.1 An Employee who is required by the Employer to sleepover at a premises and be on standby to attend to duties during the sleepover will be provided with food and boarding and a \$120 per night sleepover allowance.
- 37.2 A sleepover is not considered shift work and an Employee may refuse a sleepover if the sleepover results from a change in the roster, but only with reasonable cause.
- 37.3 All time spent awakened by a disturbance that requires the attention of the Employee, or because the Employee is required to attend to a duty, will be treated as time worked with a minimum payment of 30 minutes at over time rates applying to each occasion, subject to the time and purpose of the call and the time spent being appropriately documented for each occasion.
- 37.4 For the avoidance of doubt, a sleepover period is from 10:00 pm until 6:00 am the following morning.
- 37.5 An Employee that is required to work continuously away from home for more than 24 hours will be entitled to 7.6 hours paid at their Ordinary Rate plus \$147.53 for each 24 hour period instead of the sleepover allowance.
- 37.6 Penalty rates that apply for public holidays, weekend work, or shift work do not apply to sleepovers.
- 37.7 The Employee may be rostered to perform work in conjunction with the sleepover immediately before or after, or before and after, a sleepover.

38. Increase to Allowances

- 38.1 The allowances at clauses 30 (Meal Allowance), 32 (On-Call Allowance), 33 (Broken Shift Allowance), 35 (Motor Vehicle Allowance), 36 (First Aid Allowance) and 37 (Sleepover Allowance) will not be less than the amount provided for the equivalent allowance under the Social, Community, Home Care and Disability Services Award and will be increased as required from time to time for the life of the Agreement, to remain equal to the amount provided by the Social, Community, Home Care and Disability Services Award.

PART E. LEAVE

39. General Provisions

- 39.1 Employees will retain all accrued leave entitlements that were held before the Commencement Date.
- 39.2 All deductions of leave will be based on the number of expected hours the Employee is absent from work.
- 39.3 Where an Employee takes leave of any kind:
- (a) for which they are entitled to be paid, the Employee will be paid their Base Rate of Pay during the period of leave; and
 - (b) for which they are not entitled to be paid, the Employee will not be paid during the period of leave.
- 39.4 Where an Employee is absent and fails to comply with their obligations in this PART E, other than because of circumstances beyond the Employee's control, the absence may:
- (a) be treated as unauthorised;
 - (b) result in the Employee not being paid; and
 - (c) not count towards the Employee's service.
- 39.5 Where any public holiday which the Employee would otherwise be entitled to occurs during a period of paid leave the public holiday will not be deducted from the Employee's accrued leave.
- 39.6 The provisions for long service leave in relation to public holidays are as specified by the Portable Scheme.
- 39.7 Subject to clause 40.8, any leave entitlements provided by this Agreement that are additional to the leave entitlements provided by the NES are not payable to the Employee as an accrued entitlement on termination of employment.

40. Annual Leave

- 40.1 Full Time Employees and Part Time Employees, including Fixed Term Employees and Maximum Term Employees, accrue annual leave in accordance with the applicable Modern Award progressively credited to Employees each fortnight during the 12 month period.
- 40.2 Employees are able to take annual leave, subject to the availability of accrued leave and approval by the Employer.
- 40.3 Employees will not accrue any annual leave during any unauthorised absences or unpaid leave or any period which does not count as service.

Requirements to take Annual Leave

- 40.4 Subject to clause 40.5, unused annual leave will accumulate from year to year without limit.
- 40.5 Where an Employee has an annual leave balance in excess of eight weeks the Employer may require the Employee to take a period of annual leave:
- (a) sufficient to reduce the Employee's annual leave balance to four weeks;
 - (b) at a time mutually agreed where possible, but at the Employer's final determination as long as the Employee is given at least four weeks' notice.
- 40.6 Where the workplace, or part of a workplace, shuts down for a period of time, Employees working in that workplace or part of that workplace may be required to take annual leave, or, if these entitlements have been exhausted, unpaid leave for the duration of the shutdown.

- 40.7 Employees may be directed in writing to take annual leave, or if these entitlements have been exhausted, unpaid leave, during the Christmas and New Year period.

Payment for Annual Leave on Termination of Employment

- 40.8 Employees will be paid for any unused annual leave entitlement on resignation or termination of employment, which for the avoidance of doubt will include annual leave loading of 17.5%.
- 40.9 Where a Student and Family Counsellor, paid an Averaged Salary in accordance with clause 26, ceases employment the Employer will compare the total amount received by the Employee during the year, with the amount the Employee would have earned, including the accrued annual leave, had their salary not been averaged. Where the amount paid to the Employee is the lesser amount, then the Employee shall be paid on termination the difference between the averaged amount paid and such higher amount to ensure they are not disadvantaged by the Averaged Salary arrangements.

Annual Leave Loading

- 40.10 When on annual leave, Employees who do not normally work shift work and/or at weekends and who are not required to work on public holidays, will receive a loading of 17.5%.
- 40.11 Where an Employee would have received shift loadings had they not been on leave during the relevant period and such loadings would have entitled them to a greater amount than the 17.5%, then the shift loadings shall be added to the hourly pay rate. However, if the shift loadings would have entitled them to a lesser amount than the loading of 17.5%, then 17.5% shall be added to the hourly pay rate.

Cashing Out of Annual Leave

- 40.12 Subject to clauses 40.13 and 40.14 an Employer and Employee may agree in writing to the cashing out of accrued paid annual leave by the Employee, including any applicable annual leave loading.
- 40.13 This agreement must be signed by both the Employee and Employer and must state:
- (a) the amount of leave, which must not be more than 2 weeks within a 12 month period unless otherwise approved by the Employer in its sole discretion;
 - (b) the amount of the payment to be made, which is calculated at the rate payable if the Employee had taken the annual leave at the time payment is to be made; and
 - (c) the date payment is to be made to the Employee.
- 40.14 An agreement to cash out annual leave must not result in the Employee's remaining accrued annual leave being less than 4 weeks.

41. Personal/Carer's Leave

- 41.1 Full Time Employees and Part Time Employees, including Fixed Term Employees and Maximum Term Employees, accrue personal/carers' leave:
- (a) at the rate of 114 hours (15 days) for each 12 months of work for Full Time Employees and at a pro rata rate for Part Time Employees; and
 - (b) progressively during the 12 month period and credited to Employees each fortnight.
- 41.2 Unused personal/carers' leave will accumulate from year to year without limit.
- 41.3 Employees will not:
- (a) accrue any personal/carers' leave during any unauthorised absences or unpaid leave or any period which does not count as service; or

- (b) be paid for any unused personal/carer's leave entitlement on resignation or termination of employment.

Approval of Personal/Carer's Leave

- 41.4 The Employer will, subject to the availability of accrued personal/carer's leave, approve paid personal/carer's leave for an Employee for the following purposes:
- (a) where the Employee is ill or injured and as a result is unable to work; or
 - (b) to provide care or support for an Immediate Family or Household member who requires care or support because of:
 - (i) an illness or injury of an Immediate Family or Household member; or
 - (ii) an unexpected emergency affecting an Immediate Family or Household member.
- 41.5 For the avoidance of doubt, Employees may take personal/carer's leave in relation to affected members of the Employee's Household, in accordance with the Fair Work Act.

Evidence requirements

- 41.6 Medical certificates must be provided by Employees, upon request of their Employer, for absences of more than three days due to personal injury or illness, or where the Employee has taken four or more single day absences during the financial year, unless the Employer waives this requirement.
- 41.7 The Employer may require a medical certificate:
- (a) for an absence of a single day before or after a public holiday;
 - (b) for absences of three days due to personal injury or illness; or
 - (c) where it considers this is necessary to verify the reasons for the Employee's absence and subject to the requirement being made known in sufficient time to allow the Employee to obtain a medical certificate.
- 41.8 For the purposes of clauses 41.6 and 41.7, evidence may be obtained from either a medical practitioner or from a registered health practitioner. In accordance with *the Health Practitioner Regulation National Law 2009* (NSW) or *Health Practitioner Regulation National Law 2010* (ACT) a registered health practitioner means an individual who practices in one of the following professions including its specialities:
- (a) chiropractic;
 - (b) dental (including the profession of a dentist, dental therapist, dental hygienist, dental;
 - (c) prosthetist and oral health specialists);
 - (d) medical;
 - (e) nursing and midwifery;
 - (f) optometry;
 - (g) pharmacy;
 - (h) physiotherapy;
 - (i) podiatry;
 - (j) psychology;
 - (k) Aboriginal and Torres Strait Islander health practice;
 - (l) Chinese medicine;

- (m) medical radiation practice ; or
- (n) occupational therapy.

41.9 Where an Employee is unable to provide a required medical certificate for reasons beyond the control of the Employee, the Employer may request further reasonable evidence.

41.10 The Employer may require an Employee to provide appropriate verification of the reasons for seeking personal/carer's leave where it is for a reason other than personal illness or injury as follows:

- (a) where the leave is because of an illness or injury of an Immediate Family or Household member – a medical certificate; or
- (b) where the leave is because of an unexpected emergency affecting an Immediate Family or Household member – a statutory declaration or other form of verification acceptable to the Employer.

Notification requirements

41.11 An Employee must notify their supervisor of their absence and intention to apply for personal/carer's leave as soon as practicable and before the Employee's scheduled commencement time, where this is practicable.

Substitution of Personal/Carer's Leave

41.12 An Employee may not take personal/carer's leave while on any form of parental leave.

41.13 Employees on another form of paid leave, other than parental leave, may apply to substitute personal/carer's leave, subject to:

- (a) approval by the Employer in accordance with clause 41.4; and
- (b) the Employee providing a medical certificate from a registered health practitioner, or a satisfactory statutory declaration, or other form of verification acceptable to the Employer.

Unpaid Personal/Carer's Leave

41.14 Where a Full Time Employee or Part Time Employee, including a Fixed Term Employee and Maximum Term Employee, does not have any accrued personal/carer's leave available, the Employee is entitled to a maximum of two days unpaid personal/carer's leave, per occasion, to provide care or support for a member of their Immediate Family or Household who requires care or support because of:

- (a) an illness or injury of an Immediate Family or Household member, or
- (b) an unexpected emergency affecting an Immediate Family or Household member.

41.15 The Employee is required to provide the Employer with notice of the requirement to take unpaid personal/carer's leave in accordance with clause 41.14 as soon as practicable.

41.16 The Employer may require verification of the reason for taking unpaid personal/carer's leave in accordance with clause 41.10.

42. Compassionate Leave

42.1 Full Time Employees and Part Time Employees, including Fixed Term Employees and Maximum Term Employees, are entitled to paid compassionate leave of up to five days for each occasion when an Employee's:

- (a) Immediate Family or Household member:
 - (i) is suffering from a life-threatening illness or injury; or

- (ii) dies; or
 - (b) a child is stillborn (as defined in clause 43.1(d)), where the child would have been a member of the Employee's Immediate Family, or a member of the Employee's household, if the child had been born alive; or
 - (c) the Employee, or the Employee's partner, has a miscarriage.
- 42.2 To be eligible for compassionate leave, the Employee may be required to provide:
- (a) verification of the illness, injury and certification from a medical practitioner that the illness or injury poses a serious threat to the person's life; or
 - (b) verification of the death.
- 42.3 For the avoidance of doubt, the leave provided in clause 42.1 is not in addition to compassionate leave provided in section 104 of the Fair Work Act, but nothing in the clause limits Employees taking compassionate leave for other permissible occasions in accordance with the Fair Work Act.

43. Parental Leave

General

- 43.1 For the purpose of this clause 43:
- (a) the term "**Child**" includes the natural child, adopted child, stepchild or grandchild where the Employee has or will have primary caring responsibilities;
 - (b) "**Primary Carer**" means the person who has the principal role of providing care and attention to the child during normal business hours;
 - (c) "**Non-Primary Carer**" means the person who does not have the principal role of providing care and attention to the child during normal business hours; and
 - (d) a "**stillborn**" child is a child:
 - (i) who weighs at least 400 grams at delivery or whose period of gestation was at least 20 weeks;
 - (ii) who has not breathed since delivery; and
 - (iii) whose heart has not beaten since delivery.
- 43.2 The provisions of this clause 43 relating to adoption of a Child only apply where the Child:
- (a) is, or will be, under 16 as at the day of placement, or expected day of placement of the Child;
 - (b) has not, or will not have, lived continuously with the Employee for a period of 6 months or more as at the day of placement, or the expected day of placement of the Child; and
 - (c) is not (otherwise than because of the adoption) a Child of the Employee or the Employee's Partner.
- 43.3 All Employees will be entitled to take paid parental leave in accordance with the National Employment Standards and unpaid parental leave in accordance with the *Paid Parental Leave Act 2010* (Cth).
- 43.4 Where the provisions of this clause 43 are inconsistent with and less beneficial than the National Employment Standards or the *Paid Parental Leave Act 2010* (Cth), the National Employment Standards or *Paid Parental Leave Act 2010* (Cth) as applicable will prevail.
- 43.5 Except where stated in this Agreement parental leave must be taken in a single unbroken period.

- 43.6 Employees may elect to have any paid parental leave under this clause at full or half pay, in which case only the first half of the leave will count as service, but the employee's continuous service will not be interrupted.
- 43.7 The Employer may require an Employee who will be giving birth to provide medical evidence stating that the Employee is fit to continue working within six weeks of the expected date of birth of the Child, otherwise the Employer may require the Employee to commence parental leave.
- 43.8 Any paid parental leave under clauses 43.9 to 43.13 counts towards but does not extend the total period of unpaid parental leave an Employee can take under the National Employment Standards.

Additional Paid Primary Carer Parental Leave

- 43.9 Additional Paid Primary Carer parental leave is available to Full Time and Part Time Employees who:
- (a) are the Primary Carer of a Child; and
 - (b) have completed at least twelve months continuous service.
- 43.10 Subject to clause 43.11, where a Full Time or Part Time Employee is the Primary Carer of a child from the date of birth or placement of the child and is entitled to and takes unpaid parental leave under the National Employment Standards, the Employee will be entitled to 14 weeks of the unpaid parental leave being paid leave at the Employee's Base Rate of Pay at the time the Employee commences their leave.
- 43.11 Full Time and Part Time Employees who have previously received payment for Additional Paid Primary Carer Parental Leave from the Employer and have less than 12 months' continuous service as a Full Time or Part Time employee since their last return to work from parental leave are entitled to paid Additional Primary Carer Parental Leave in accordance with clause 43.10 on a pro rata basis, calculated on the number of complete months' continuous service the Employee has since their return to work
- 43.12 For the avoidance of doubt, Additional Paid Primary Carer Parental Leave must be taken within 12 months of the Child's birth or adoption.

Non-Primary Carer Parental Leave

- 43.13 In addition to any entitlement under the *Paid Parental Leave Act 2010* (Cth), where a Full Time or Part Time Employee is the Non-Primary Carer of a child and is entitled to and takes unpaid parental leave under the National Employment Standards, the Employee may choose to take 2 weeks of the unpaid parental leave as paid leave using any accrued personal/carer leave entitlements.

Special Maternity Leave

- 43.14 An Employee is entitled to additional periods of unpaid leave in the event that the Employee is affected by a pregnancy related illness and is not fit to work, or:
- (a) if the Employee has been pregnant;
 - (b) the pregnancy ends after a period of gestation of at least 12 weeks other than by the birth of a living child; and
 - (c) that child is not stillborn.
- 43.15 Where the Employee makes a request for additional unpaid leave under clause 43.14, the Employee:
- (a) must provide notice to the Employer as soon as is practicable before or after the leave has commenced;
 - (b) must advise the Employer of the expected period of the leave; and
 - (c) on the request of the Employer, must provide evidence to the Employer's reasonable satisfaction to support such an absence, as soon as is practicable before or after the leave has commenced.

- 43.16 If a child is stillborn and an employee would have been entitled to unpaid parental leave, if the child had been born alive, then the employee is taken to be entitled to the unpaid parental leave.

44. Return to Work Guarantee following Parental Leave

- 44.1 On completion of a period of parental leave, an Employee will be entitled to return to the Employee's pre-parental leave position or, if that position no longer exists, an available position for which the Employee is qualified and suited nearest in status and pay to the pre-parental leave position.

45. Foster Leave

- 45.1 Subject to clause 44.2 Full Time Employees and Part Time Employees, including Fixed Term Employees and Maximum Term Employees, with at least 12 months of continuous service with the Employer, are entitled to two weeks of paid Foster Leave in any 12 month period where:
- (a) the leave is associated with the placement of a long-term foster child with the Employee; and
 - (b) the Employee has or will have a responsibility for the care of the child.
- 45.2 Foster Leave is only available if the child to be fostered:
- (a) is, or will be, under 16 as at the day of placement, or expected day of placement of the child;
 - (b) the foster care is long term;
 - (c) the child cannot live with their families and require a permanent foster family; and
 - (d) is not a child of the Employee or the Employee's Partner.
- 45.3 An Employee and Employer may agree, at the Employer's sole discretion, for an Employee to access Parental Leave for a pending adoption under clause 43 in lieu of Foster leave where the child being fostered is less than 12 years old.

46. Long Service Leave

- 46.1 Subject to clause 46.2, Employees are entitled to long service leave in accordance with the Portable Scheme.
- 46.2 The minimum period of long service leave that may be taken is fourteen calendar days.
- 46.3 For the avoidance of doubt, any Employee who was employed prior to the date of this Agreement will retain the balance of their accrued long service leave entitlements, including any entitlements that were accrued at a higher rate than provided for under applicable State or Territory legislation.

47. Community Service Leave

- 47.1 Employees are entitled to community service leave in the following circumstances:
- (a) during any period of jury service;
 - (b) where an Employee engages in voluntary emergency management activity; or
 - (c) for any other activity prescribed in the Fair Work Regulations as being applicable to community service leave.
- 47.2 Where Full Time Employees or Part Time Employees, including Fixed Term Employees and Maximum Term Employees, are on community service leave while on jury service, the Employer will pay the Employee the difference between payments received for the jury service and the Employee's base salary for the duration of the jury service.

- 47.3 All community service leave is unpaid except for:
- (a) the payment for jury service in clause 47.2; and
 - (b) up to 5 days of paid leave each calendar year for Full Time Employees or Part Time Employees, including Fixed Term Employees and Maximum Term Employees, for voluntary emergency management activities as defined in clause 47.4.
- 47.4 For the purposes of this clause 47, an Employee engages in voluntary emergency management activity if:
- (a) the Employee engages in an activity that involves dealing with an emergency or natural disaster;
 - (b) the Employee is engaged in the activity on a voluntary basis (whether or not the Employee directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment wholly or partly for engaging in the activity);
 - (c) the Employee is a member of, or has a member like association with, a recognised emergency management body, as that term is defined in the Fair Work Act; and
 - (d) either:
 - (i) the Employee was requested by or on behalf of the body to engage in the activity; or
 - (ii) no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.
- 47.5 To be eligible for community service leave, the Employee must give the Employer notice of the absence:
- (a) as soon as possible, which may be after the community service leave starts, if it is not practicable to provide prior notice; and
 - (b) which includes the period or expected period of absence.
- 47.6 The Employer may request that an Employee who has given notice under clause 47.5, provides evidence that they're entitled to community service leave.

48. Family and Domestic Violence Leave

- 48.1 For the purpose of this clause 48, family and domestic violence has the meaning as defined in the section 106B of the Fair Work Act, or any applicable State or Territory legislation as appropriate.
- 48.2 In accordance with section 106B of the Fair Work Act, where an Employee has been experiencing family or domestic violence, the Employee, including Part Time and Casual Employees, are entitled to up to 10 days of paid family or domestic violence leave in a calendar year, including for the following purposes:
- (a) attending legal proceedings, counselling or appointments with a legal practitioner;
 - (b) relocation or making other safety arrangements;
 - (c) other activities directly associated with the family or domestic violence that are not subject to personal/carer's leave; or
 - (d) for personal illness or injury directly associated with the family or domestic violence where the Employee does not have any paid personal/carer's leave available.
- 48.3 Family and domestic violence leave:
- (a) is available to Employees in full at the start of each 12 month period of the Employee's employment, which for Fixed Term Employees, Maximum Term Employees and Casual Employees is deemed to be the start of the Employees first employment with the Employer;

- (b) does not accumulate from year to year; and
 - (c) Casual Employees will be paid the amount they otherwise would have been paid for the time they were scheduled to work by the Employer on the day or days that the family and domestic violence leave occurs.
- 48.4 An Employee may take paid family and domestic violence leave as:
- (a) a single continuous ten day period;
 - (b) separate periods of one or more days each; or
 - (c) any separate periods which the Employer and the Employee agree, including periods of less than one day.
- 48.5 An Employee may be required to provide evidence to the Employer that supports the Employee's need to take family and domestic violence leave, such as a document provided by the police, a medical practitioner, a court, a legal practitioner or a family violence support service. A signed statutory declaration may also be provided as proof.
- 48.6 To be eligible for family and domestic violence leave, the Employee must give the Employer notice of the absence:
- (a) as soon as possible, which may be after the family and domestic violence leave starts, if it is not practicable to provide prior notice; and
 - (b) which includes the period or expected period of absence.
- 48.7 The Employer may request that an Employee who has given notice under clause 48.6, provides evidence that the family and domestic violence leave is taken in accordance with clause 48.2.
- 48.8 The Employer must take steps to ensure information about any notice of evidence provided by an Employee under this clause 48 is treated confidentially as far as is reasonably practicable, however the Employer may disclose any such information where:
- (a) required by law; or
 - (b) it is necessary to protect the life, health, or safety of the Employee or any other person.
- 48.9 For the avoidance of doubt, an Employee is not entitled to family and domestic violence leave if the Employee is the perpetrator of family and domestic violence.

49. Look After Yourself Day

- 49.1 Permanent Employees will receive one day each year to be taken as additional paid leave on the date of the Employee's birthday.
- 49.2 If the Employee's birthday falls on a non-working day, they may elect to take the immediately prior or next working day off.
- 49.3 This additional paid leave will not accrue from year to year and is paid at the rate the Employee would have ordinarily been paid for that day/shift and such leave does not attract annual leave loading.

50. Holiday Leave

- 50.1 Permanent Employees will receive three days each year to be taken as additional paid leave during the period between Christmas and New Year, as advised by the Employer from year to year.
- 50.2 This additional paid leave will not accrue from year to year and is paid at the rate the Employee would have ordinarily been paid for that day/shift and such leave does not attract annual leave loading.

- 50.3 If the Employee is unable to take this additional leave because of rostering or other operational requirements, any work done by the Employee will be treated as work done on a public holiday, including for the purposes of penalty rates and overtime.

51. Ceremonial Leave

- 51.1 Employees who are members of Aboriginal or Torres Strait Islander communities may apply for Ceremonial Leave in accordance with this clause 51.
- 51.2 An Employee who is required by Aboriginal or Torres Strait Islander tradition to be absent from work for Aboriginal or Torres Strait Islander ceremonial purposes, may for apply up to two days of paid leave and eight days of unpaid leave in each calendar year, which the Employer may approve depending on business requirements.
- 51.3 Leave approved under this clause 51 will count as service for all purposes and will not be deemed to break the continuity of the Employee's service.

52. Cultural Leave

- 52.1 An Employee may apply for up to ten days of unpaid leave in each period of two calendar years to attend days which are of religious or cultural significance to the Employee which the Employer may approve depending on business requirements.
- 52.2 Applications from Employees who are members of Aboriginal and Torres Strait Islander communities in respect of Aboriginal and Torres Strait Islander culture or religion shall be dealt with under clause 51.1 and not this clause.
- 52.3 Leave approved under this clause 52 will count as service for all purposes and will not be deemed to break the continuity of the Employee's service.

53. Other Leave

- 53.1 The Employer, at its sole discretion, may approve paid or unpaid other leave for any reason considered by the Employer to be appropriate and subject to any conditions which may be set by the Employer.
- 53.2 Unpaid other leave may or may not count as service as determined by the Employer at its sole discretion.

54. Public Holidays

- 54.1 The public holidays applicable to an Employee under this Agreement are the public holidays gazetted by the State or Territory where the Employee primarily works, unless the Employee works across States and Territories on a day where a public holiday occurs, in which case the Employee will receive the public holiday gazetted by the State or Territory of the workplace.
- 54.2 An Employee who would normally have been required to work on the day on which a public holiday falls and who is not required to work, will be paid the same as if the Employee had worked on that day.

55. Unauthorised Absences

- 55.1 Where an Employee is absent from duty without approval:
- (a) it will be regarded as a breach of the Code of Conduct and disciplinary action may be taken as a result of the breach;
 - (b) the absence will be without pay and will not count as service for any purpose; and

- (c) all other benefits provided under this Agreement will cease to be available to the Employee until the Employee resumes duty or is granted leave.

PART F. TERMINATION AND REDUNDANCY

56. General

- 56.1 This PART F only applies to Full Time Employees and Part Time Employees who have completed their probationary period and excludes Fixed Term Employees and Trainees.
- 56.2 Subject to the provisions of this PART F, an Employee is entitled to redundancy pay where an Employee is terminated by the Employer because the role has been identified as surplus and the Employer no longer requires the job done by the Employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour or a reduction or loss of funding requiring the Employer to reduce the services it provides.

57. Redeployment

- 57.1 If the Employer identifies that a position occupied by an Employee is a surplus position which may be made redundant, because it no longer requires the job done by the Employee to be done by anyone, the Employer will make reasonable efforts to redeploy the Employee.
- 57.2 The Employer may redeploy an Employee to a position at a lower level where this is agreed by the Employee. Where this occurs, the Employee will be paid at their previous Base Rate of Pay for the period that is equivalent to the number of weeks of redundancy pay that they would have been entitled to if their position is made redundant.

58. Transfer of Employment

- 58.1 Where there is a transfer of employment in relation to an Employee and section 22(5) of the Fair Work Act applies to that transfer, the Employee is not entitled to any redundancy pay due to the termination of their employment by the Employer.
- 58.2 An Employee is not entitled to redundancy pay in relation to the termination of their employment if:
- (a) the Employee rejects an offer of employment by another employer (the second employer) that:
 - (i) is on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than, the Employee's terms and conditions of employment with the Employer immediately before the termination; and
 - (ii) recognises the Employee's service with the Employer; and
 - (b) had the Employee accepted the offer, there would have been a transfer of employment in relation to the Employee, subject to any order by the Fair Work Commission to pay the Employee redundancy pay where it is satisfied that the Employee was treated unfairly.

59. Redundancy Payments and Notice

- 59.1 Where an Employee is not able to be redeployed and the Employee is terminated on the grounds of redundancy, the Employee is entitled to the following redundancy payments:

Employee's period of continuous service with the employer on termination	Redundancy pay period
Less than 1 year	Nil
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks

Employee's period of continuous service with the employer on termination	Redundancy pay period
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years	16 weeks

- 59.2 An Employee whose position is made redundant will also be provided the notice of termination of employment required by clause 63 and may be paid in lieu of all or part of that notice.
- 59.3 The Employer will provide Employees made redundant with the following notice periods, which the Employer may pay in lieu of all or part of such period:
- (a) not more than one year's service – one week;
 - (b) more than one year and not more than three years' service – two weeks;
 - (c) more than three years and not more than five years' service – three weeks; and
 - (d) more than five years' service – four weeks' notice,
- with the notice period to be increased by one week where the Employee is over 45 years of age and has at least two years of continuous service with the Employer.
- 59.4 An Employee is entitled to finish their employment with the Employer during the notice period. Where this occurs, the Employee will not be paid for the part of the notice period that was not worked, but their redundancy payments and other termination payments will be calculated as though the Employee worked for the entire notice period.
- 59.5 For the purposes of this clause, "weeks' pay" means the Employee's Base Rate of Pay.

60. Job Search Entitlement

- 60.1 Where the Employer provides an Employee with notice of termination on the grounds of redundancy, the Employee is entitled to up to one day paid leave for each week of the notice period for the purpose of seeking alternative employment.
- 60.2 The Employer may require the Employee to provide evidence of their job search activities on any paid leave under clause 60.1 and where the Employee does not provide such evidence, the Employer may withhold payment for that absence.

61. Termination for Serious Misconduct

- 61.1 Nothing in this Agreement prevents the Employer from terminating the employment of an Employee for serious misconduct, without notice or payment in lieu, in accordance with the Fair Work Act.

62. Termination Payments

- 62.1 In the first pay period after the Employee ceases employment with the Employer, the Employee will receive:

- (a) payment in lieu of unused annual leave entitlements and any long service leave entitlements as specified in the applicable legislation, based on the Employee's final Base Rate of Pay including any allowances that would have continued to be payable during a period of annual leave or long service leave;
- (b) payment in lieu of notice in accordance with clause 63 if applicable; and
- (c) all other amounts that are due to the Employee under the NES.

62.2 The requirement to make payments in clause 62.1 is subject to a further order of the Fair Work Commission and the Employer making deductions required or permitted by law.

63. Notice of Termination

63.1 Clause 63 does not apply to Fixed Term Employees engaged for a specified time, or to complete a specified task, when their employment ceases at the end of such specified period or specified task.

63.2 The Employer will, subject to clause 61.1, provide Permanent Employees with the following notice of termination of employment:

- (a) not more than one year's service – one week;
- (b) more than one year and not more than three years' service – two weeks;
- (c) more than three years and not more than five years' service – three weeks; or
- (d) more than five years' service – four weeks' notice,

with the notice period to be increased by one week where the Employee is over 45 years of age and has at least two years of continuous service.

63.3 The Employer may pay the Employee in lieu of all or part of the notice period.

63.4 Permanent Employees are required to provide the same notice of resignation as set out in clause 63.2, other than the additional week for Employees who are over 45 years of age.

63.5 If an Employee fails to give the required notice, the Employer will have the right to withhold monies due to the Employee with a maximum amount equal to the Employee's Base Rate of Pay for the required period of notice, to the extent that such withholding does not constitute a deduction from accrued NES entitlements.

64. Job Search Entitlement

64.1 Where the Employer provides an Employee with a notice of termination, which for the avoidance of doubt excludes termination for serious misconduct, the Employee is entitled to up to one day paid leave for each week of the notice period in order to look for another job.

64.2 The Employer may require the Employee to provide evidence of their job search activities on any paid leave under clause 64.1 and where the Employee does not provide such evidence, the Employer may withhold payment for that absence.

PART G. FLEXIBILITY, CONSULTATION, AND DISPUTES

65. Individual Flexibility Arrangements

- 65.1 For the avoidance of doubt, individual flexibility arrangements in this clause 65, are subject to agreement by, and operational requirements of, the Employer.
- 65.2 The Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:
- (a) the flexibility agreement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances; or
 - (v) leave loading;
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in clause 65.1(a); and
 - (c) the arrangement is genuinely agreed to by the Employer and the Employee.
- 65.3 The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Fair Work Act;
 - (b) are not unlawful terms under section 194 of the Fair Work Act; and
 - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 65.4 The Employer must ensure that the individual flexibility arrangement:
- (a) is in writing;
 - (b) includes the name of the Employer and the Employee;
 - (c) is signed by the Employer and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee;
 - (d) includes details of:
 - (i) the terms of this Agreement that will be varied by the arrangement;
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- 65.5 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 65.6 The Employer or the Employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the Employer and the Employee agree in writing at any time.

66. Consultation

66.1 In this clause 66:

- (a) a **“Major Change”** means a change that is likely to have a significant effect on Employees if it results in:
 - (i) the termination of the employment of Employees;
 - (ii) major change to the composition, operation or size of the Employer’s workforce or to the skills required of Employees;
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
 - (iv) the alteration of hours of work;
 - (v) the need to retrain Employees;
 - (vi) the need to relocate Employees to another workplace; or
 - (vii) the restructuring of jobs; and
- (b) **“Relevant Employees”** means the Employees who may be affected by a change referred to in clause 66.1.

66.2 This clause 66 applies if the Employer:

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

66.3 If this clause 66 applies the Employer must recognise a representative if a Relevant Employee or Relevant Employees:

- (a) appoint, a representative for the purposes of consultation; and
- (b) advise the Employer of the identity of the representative.

Major Change

66.4 For a Major Change referred to in clause 66.2(a), which is not provided for in this Agreement:

- (a) The Employer must notify the Relevant Employees of the decision to introduce the Major Change; and
- (b) clauses 66.4 to 66.7 apply.

66.5 As soon as practicable after making its decision, the Employer must:

- (a) discuss with the Relevant Employees:
 - (i) the introduction of the Major Change;
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
- (b) for the purposes of the discussion—provide, in writing, to the Relevant Employees:
 - (i) all relevant information about the change including the nature of the change proposed;

- (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees; and
 - (c) invite the Relevant Employees to give their views about the impact of the Major Change (including any impact in relation to their family or caring responsibilities).
- 66.6 The Employer is not required to disclose confidential or commercially sensitive information to the Relevant Employees.
- 66.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the Relevant Employees.

Change of Regular Roster or Ordinary Working Hours

- 66.8 For a change referred to in clause 66.2(b), which is not provided for in this Agreement:
- (a) the Employer must notify the Relevant Employees of the proposed change; and
 - (b) clauses 66.8 to 66.11 apply.
- 66.9 As soon as practicable after proposing to introduce the change, the Employer must:
- (a) discuss with the Relevant Employees the introduction of the change;
 - (b) for the purposes of the discussion—provide to the Relevant Employees:
 - (i) all relevant information about the change, including the nature of the change;
 - (ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
 - (c) invite the Relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 66.10 However, the Employer is not required to disclose confidential or commercially sensitive information to the Relevant Employees.
- 66.11 The Employer must give prompt and genuine consideration to matters raised about the change by the Relevant Employees.

67. Consultation About Changes to Policies

- 67.1 If the Employer proposes to change policies concerning Employee benefits, the Employer will:
- (a) consult Employees who may be affected by such a change; and
 - (b) consider any views or suggestions put forward by Employees who may be affected by such a change before making a final decision about the change.

68. Procedures for Preventing and Settling Disputes

- 68.1 If a dispute between the Employer and an Employee, or Employees, relates to:
- (a) a matter arising under this Agreement; or
 - (b) the National Employment Standards,
- this clause 68 sets out procedures to settle the dispute.

- 68.2 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause 68.
- 68.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and the Employer or the relevant supervisors or managers.
- 68.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- 68.5 The Fair Work Commission may deal with the dispute in two stages:
- (a) 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
 - (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.
- 68.6 While the parties are trying to resolve the dispute using the procedures in this clause 68:
- (a) an Employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
 - (b) an Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe;
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed;
 - (iii) the work is not appropriate for the Employee to perform; or
 - (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.
- 68.7 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this clause 68.

APPENDIX 1 – BASE RATES

Employees other than Allied Health Professionals

Classification	Amount per hour from 1 July 2022	Casual Hourly Rate
Level 1		
Pay Point 1	\$23.16	\$28.95
Pay Point 2	\$23.91	\$29.89
Pay Point 3	\$24.76	\$30.95
Level 2		
Pay Point 1	\$30.46	\$38.08
Pay Point 2	\$31.41	\$39.26
Pay Point 3	\$32.37	\$40.46
Pay Point 4	\$33.23	\$41.54
Level 3		
Pay Point 1	\$34.04	\$42.55
Pay Point 2	\$35.02	\$43.78
Pay Point 3	\$36.50	\$45.63
Level 4		
Pay Point 1	\$39.26	\$49.08
Pay Point 2	\$40.29	\$50.36
Pay Point 3	\$41.32	\$51.65
Pay Point 4	\$42.25	\$52.81
Level 5		
Pay Point 1	\$44.92	\$56.15
Pay Point 2	\$45.88	\$57.35
Pay Point 3	\$46.95	\$58.69
Pay Point 4	\$47.45	\$59.31
Level 6		

Classification	Amount per hour from 1 July 2022	Casual Hourly Rate
Pay Point 1	\$49.07	\$61.34
Pay Point 2	\$50.15	\$62.69
Pay Point 3	\$51.24	\$64.05
Pay Point 4	\$51.74	\$64.68
Level 7		
Pay Point 1	\$53.07	\$66.34
Pay Point 2	\$54.19	\$67.74
Pay Point 3	\$55.29	\$69.11
Level 8		
Pay Point 1	\$57.58	\$71.98
Pay Point 2	\$58.71	\$73.39
Pay Point 3	\$59.85	\$74.81

Allied Health Professionals

Classification	Amount per hour from 1 July 2022	Casual Hourly Rate
Level 1		
Pay Point 1	\$44.92	\$56.15
Pay Point 2	\$45.36	\$56.70
Pay Point 3	\$45.79	\$57.24
Pay Point 4	\$46.12	\$57.65
Level 2		
Pay Point 1	\$46.37	\$57.96
Pay Point 2	\$46.85	\$58.56
Pay Point 3	\$47.33	\$59.16
Pay Point 4	\$47.81	\$59.76
Pay Point 5	\$48.29	\$60.36
Level 3		
Pay Point 1	\$50.64	\$63.30

Classification	Amount per hour from 1 July 2022	Casual Hourly Rate
Pay Point 2	\$55.02	\$68.78

APPENDIX 2 – CLASSIFICATIONS

Employees other than Allied Health Employees

Level 1

1.1 Characteristics of the level

- (a) A person employed as a Level 1 Employee works under close direction and undertakes routine activities which require the practical application of basic skills and techniques. They may include the initial recruit who may have limited relevant experience.
- (b) General features of work in this level consist of performing clearly defined activities with outcomes being readily attainable. Employees' duties at this level will be closely monitored with instruction and assistance being readily available.
- (c) Freedom to act is limited by standards and procedures. However, with experience, Employees at this level may have sufficient freedom to exercise judgment in the planning of their own work within those confines.
- (d) Positions at this level will involve Employees in extensive on-the-job training including familiarisation with the goals and objectives of the workplace.
- (e) Employees will be responsible for the time management of their work and required to use basic numeracy, written and verbal communication skills, and where relevant, skills required to assist with personal care and lifestyle support.
- (f) Supervision of other staff or volunteers is not a feature at this level. However, an experienced Employee may have technical oversight of a minor work activity.
- (g) At this level, Employers are expected to offer substantial internal and/or external training.

1.2 Responsibilities

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

- (a) undertake routine activities of a clerical and/or support nature;
- (b) undertake straightforward operation of keyboard equipment including data input and word processing at a basic level;
- (c) provide routine information including general reception and telephonist duties;
- (d) provide general stenographic duties;
- (e) apply established practices and procedures;
- (f) undertake routine office duties involving filing, recording, checking and batching of accounts, invoices, orders, stores requisitions and maintenance of an existing records system;
- (g) resident contact and interaction including attending to their personal care or undertaking generic domestic duties under direct or routine supervision and either individually or as part of a team as part of the delivery of disability services (**Disability Resident Interaction**);

- (h) preparation of the full range of domestic duties including cleaning and food service, assistance to residents in carrying out personal care tasks under general supervision either individually or as part of a team as part of the delivery of disability services (**Disability Domestic Duties**).

The minimum rate of pay for Employees engaged in responsibilities which are Disability Domestic Duties as defined above is pay point 2.

1.3 Requirements of the position

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

- (a) Skills, knowledge, experience, qualifications and/or training
 - (i) developing knowledge of the workplace function and operation;
 - (ii) basic knowledge of administrative practices and procedures relevant to the workplace;
 - (iii) a developing knowledge of work practices and policies of the relevant work area;
 - (iv) basic numeracy, written and verbal communication skills relevant to the work area;
 - (v) at this level Employers are required to offer substantial on-the-job training.
- (b) **Organisational relationships**

Work under direct supervision.
- (c) **Extent of authority**
 - (i) Work outcomes are clearly monitored.
 - (ii) Freedom to act is limited by standards and procedures.
 - (iii) Solutions to problems are found in established procedures and instructions with assistance readily available.
 - (iv) Project completion according to instructions and established procedures.
 - (v) No scope for interpretation.
- (d) **Progression**

An Employee primarily engaged in responsibilities which are Disability Resident Interaction as defined above in clause 1.2 of this Appendix will, if full-time, progress to pay point 2 on completion of 12 months' industry experience, or if part time, on completion of 1976 hours of industry experience. **Industry experience** means 12 months of relevant experience gained over the previous 3 years.

Level 2

2.1 Characteristics of the level

- (a) A person employed as a Level 2 Employee will work under general guidance within clearly defined guidelines and undertake a range of activities requiring the application of acquired skills and knowledge.

- (b) General features at this level consist of performing functions which are defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practices and procedures. Assistance will be readily available. Employees may be responsible for a minor function and/or may contribute specific knowledge and/or specific skills to the work of the organisation. In addition, Employees may be required to assist senior workers with specific projects.
- (c) Employees will be expected to have an understanding of work procedures relevant to their work area and may provide assistance to lower classified Employees or volunteers concerning established procedures to meet the objectives of a minor function.
- (d) Employees will be responsible for managing time, planning and organising their own work and may be required to oversee and/or guide the work of a limited number of lower classified Employees or volunteers. Employees at this level could be required to resolve minor work procedural issues in the relevant work area within established constraints.
- (e) Employees who have completed an appropriate certificate and are required to undertake work related to that certificate will be appointed to this level. Where the appropriate certificate is a level 4 certificate the minimum rate of pay will be pay point 2.
- (f) Employees who have completed an appropriate diploma and are required to undertake work related to the diploma will commence at the second pay point of this level and will advance after 12 full-time equivalent months' satisfactory service.

2.2 **Responsibilities**

- (a) undertake a range of activities requiring the application of established work procedures and may exercise limited initiative and/or judgment within clearly established procedures and/or guidelines;
- (b) achieve outcomes which are clearly defined;
- (c) respond to enquiries;
- (d) assist senior Employees with special projects;
- (e) prepare cash payment summaries, banking reports and bank statements, post journals to ledger etc. and apply purchasing and inventory control requirements;
- (f) perform elementary tasks within a community service program requiring knowledge of established work practices and procedures relevant to the work area;
- (g) provide secretarial support requiring the exercise of sound judgment, initiative, confidentiality and sensitivity in the performance of work;
- (h) perform tasks of a sensitive nature including the provision of more than routine information, the receiving and accounting for moneys and assistance to clients;
- (i) assist in calculating and maintaining wage and salary records;

- (j) assist with administrative functions;
- (k) implementing client skills and activities programmes under limited supervision either individually or as part of a team as part of the delivery of disability services;
- (l) supervising or providing a wide range of personal care services to residents under limited supervision either individually or as part of a team as part of the delivery of disability services;
- (m) assisting in the development or implementation of resident care plans or the planning, cooking or preparation of the full range of meals under limited supervision either individually or as part of a team as part of the delivery of disability services;
- (n) possessing an appropriate qualification (as identified by the employer) at the level of certificate 4 or above and supervising the work of others (including work allocation, rostering and providing guidance) as part of the delivery of disability services as described above or in clause 1.2 of this Appendix.

2.3 **Requirements of the position**

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

- (a) **Skills, knowledge, experience, qualification and/or training**
 - (i) basic skills in oral and written communication with clients and other members of the public;
 - (ii) knowledge of established work practices and procedures relevant to the workplace;
 - (iii) knowledge of policies relating to the workplace;
 - (iv) application of techniques relevant to the workplace;
 - (v) developing knowledge of statutory requirements relevant to the workplace;
 - (vi) understanding of basic computing concepts.
- (b) **Prerequisites**
 - (i) an appropriate certificate relevant to the work required to be performed;
 - (ii) will have attained previous experience in a relevant industry, service or an equivalent level of expertise and experience to undertake the range of activities required;
 - (iii) appropriate on-the-job training and relevant experience; or
 - (iv) entry point for a diploma without experience.
- (c) **Organisational relationships**
 - (i) work under regular supervision except where this level of supervision is not required by the nature of responsibilities under clause 2.2 of this Appendix being undertaken;
 - (ii) provide limited guidance to a limited number of lower classified Employees.

- (d) **Extent of authority**
 - (i) work outcomes are monitored;
 - (ii) have freedom to act within established guidelines;
 - (iii) solutions to problems may require the exercise of limited judgment, with guidance to be found in procedures, precedents and guidelines. Assistance will be available when problems occur.

Level 3

3.1 Characteristics of this level

- (a) A person employed as a Level 3 Employee will work under general direction in the application of procedures, methods and guidelines which are well established.
- (b) General features of this level involve solving problems of limited difficulty using knowledge, judgment and work organisational skills acquired through qualifications and/or previous work experience. Assistance is available from senior Employees. Employees may receive instruction on the broader aspects of the work. In addition, Employees may provide assistance to lower classified Employees.
- (c) Positions at this level allow Employees the scope for exercising initiative in the application of established work procedures and may require the Employee to establish goals/objectives and outcomes for their own particular work program or project.
- (d) At this level, Employees may be required to supervise lower classified staff or volunteers in their day-to-day work. Employees with supervisory responsibilities may undertake some complex operational work and may undertake planning and co-ordination of activities within a clearly defined area of the organisation including managing the day-to-day operations of a group of residential facility for persons with a disability.
- (e) Employees will be responsible for managing and planning their own work and that of subordinate staff or volunteers and may be required to deal with formal disciplinary issues within the work area.
- (f) Those with supervisory responsibilities should have a basic knowledge of the principles of human resource management and be able to assist subordinate staff or volunteers with on-the-job training. They may be required to supervise more than one component of the work program of the organisation.
- (g) Graduates with a three year degree that undertake work related to the responsibilities under this level will commence at no lower than pay point 3. Graduates with a four year degree that undertake work related to the responsibilities under this level will commence at no lower than pay point 4.

3.2 Responsibilities

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

- (a) undertake responsibility for various activities in a specialised area;

- (b) exercise responsibility for a function within the organisation;
- (c) allow the scope for exercising initiative in the application of established work procedures;
- (d) assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of such an Employee within the workplace;
- (e) provide secretarial and/or administrative support requiring a high degree of judgment, initiative, confidentiality and sensitivity in the performance of work;
- (f) assist with or provide a range of records management services, however the responsibility for the records management service would not rest with the Employee;
- (g) proficient in the operation of the computer to enable modification and/or correction of computer software systems or packages and/or identification problems. This level could include systems administrators in small to medium sized organisations whose responsibility includes the security/integrity of the system;
- (h) apply computing programming knowledge and skills in systems development, maintenance and implementation under direction of a senior Employee;
- (i) supervise a limited number of lower classified Employees or volunteers;
- (j) allow the scope for exercising initiative in the application of established work procedures;
- (k) deliver single stream training programs;
- (l) co-ordinate elementary service programs;
- (m) provide assistance to senior Employees;
- (n) where prime responsibility lies in a specialised field, Employees at this level would undertake at least some of the following:
 - (i) undertake some minor phase of a broad or more complex assignment;
 - (ii) perform duties of a specialised nature;
 - (iii) provide a range of information services;
 - (iv) plan and co-ordinate elementary community-based projects or programs;
 - (v) perform moderately complex functions including social planning, demographic analysis, survey design and analysis.
- (o) in the delivery of disability services as described clauses 1.2 or 2.2 of this Appendix, taking overall responsibility for the personal care of residents; training, co-ordinating and supervising other Employees and scheduling work programmes; and assisting in liaison and co-ordination with other services and programmes.

3.3 Requirements of the job

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

- (a) Skills, knowledge, experience, qualifications and/or training
 - (i) thorough knowledge of work activities performed within the workplace;
 - (ii) sound knowledge of procedural/operational methods of the workplace;
 - (iii) may utilise limited professional or specialised knowledge;
 - (iv) working knowledge of statutory requirements relevant to the workplace;
 - (v) ability to apply computing concepts.
- (b) **Prerequisites**
 - (i) entry level for graduates with a relevant three year degree that undertake work related to the responsibilities under this level—pay point 3;
 - (ii) entry level for graduates with a relevant four year degree that undertake work related to the responsibilities under this level—pay point 4;
 - (iii) associate diploma with relevant experience; or
 - (iv) relevant certificate with relevant experience, or experience attained through previous appointments, services and/or study of an equivalent level of expertise and/or experience to undertake the range of activities required.
- (c) **Organisational relationships**
 - (i) graduates work under direct supervision;
 - (ii) works under general supervision except where this level of supervision is not required by the nature of the responsibilities under clause 3.2 of this Appendix being undertaken;
 - (iii) operate as member of a team;
 - (iv) supervision of other Employees.
- (d) **Extent of authority**
 - (i) graduates receive instructions on the broader aspects of the work;
 - (ii) freedom to act within defined established practices;
 - (iii) problems can usually be solved by reference to procedures, documented methods and instructions. Assistance is available when problems occur.

Level 4

4.1 Characteristics of this level

- (a) A person employed as a Level 4 Employee will work under general direction in functions that require the application of skills and knowledge appropriate to the work. Generally, guidelines and work procedures are established.
- (b) General features at this level require the application of knowledge and skills which are gained through qualifications and/or previous experience in a discipline.

Employees will be expected to contribute knowledge in establishing procedures in the appropriate work-related field. In addition, Employees at this level may be required to supervise various functions within a work area or activities of a complex nature.

- (c) Positions may involve a range of work functions which could contain a substantial component of supervision. Employees may also be required to provide specialist expertise or advice in their relevant discipline.
- (d) Work at this level requires a sound knowledge of program, activity, operational policy or service aspects of the work performed with a function or a number of work areas.
- (e) Employees require skills in managing time, setting priorities, planning and organising their own work and that of lower classified staff and/or volunteers where supervision is a component of the position, to achieve specific objectives.
- (f) Employees will be expected to set outcomes and further develop work methods where general work procedures are not defined.

4.2 **Responsibilities**

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

- (a) undertake activities which may require the Employee to exercise judgment and/or contribute critical knowledge and skills where procedures are not clearly defined;
- (b) perform duties of a specialised nature requiring the development of expertise over time or previous knowledge;
- (c) identification of specific or desired performance outcomes;
- (d) contribute to interpretation and administration of areas of work for which there are no clearly established procedures;
- (e) expected to set outcomes and further develop work methods where general work procedures are not defined and could exercise judgment and contribute critical knowledge and skills where procedures are not clearly defined;
- (f) although still under general direction, there is greater scope to contribute to the development of work methods and the setting of outcomes. However, these must be within the clear objectives of the organisation and within budgetary constraints;
- (g) provide administrative support of a complex nature to senior Employees;
- (h) exercise responsibility for various functions within a work area;
- (i) provide assistance on grant applications including basic research or collection of data;
- (j) undertake a wide range of activities associated with program activity or service delivery;

- (k) develop, control and administer a records management service for the receipt, custody, control, preservation and retrieval of records and related material;
- (l) undertake computer operations requiring technical expertise and experience and may exercise initiative and judgment in the application of established procedures and practices;
- (m) apply computer programming knowledge and skills in systems development, maintenance and implementation;
- (n) provide a reference and research information service and technical service including the facility to understand and develop technologically based systems;
- (o) where the prime responsibility lies in a specialised field, Employees at this level would undertake at least some of the following:
 - (i) liaise with other professionals at a technical/professional level;
 - (ii) discuss techniques, procedures and/or results with clients on straight forward matters;
 - (iii) lead a team within a specialised project;
 - (iv) provide a reference, research and/or technical information service;
 - (v) carry out a variety of activities in the organisation requiring initiative and judgment in the selection and application of established principles, techniques and methods;
 - (vi) perform a range of planning functions which may require exercising knowledge of statutory and legal requirements;
 - (vii) assist senior Employees with the planning and co-ordination of a community program of a complex nature.

4.3 **Requirements of the position**

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

- (a) **Skills, knowledge, experience, qualifications and/or training**
 - (i) knowledge of statutory requirements relevant to work;
 - (ii) knowledge of organisational programs, policies and activities;
 - (iii) sound discipline knowledge gained through experience, training or education;
 - (iv) knowledge of the role of the organisation and its structure and service;
 - (v) specialists require an understanding of the underlying principles in the discipline.
- (b) **Prerequisites**
 - (i) relevant four year degree with one year relevant experience;
 - (ii) three year degree with two years of relevant experience;
 - (iii) associate diploma with relevant experience;

- (iv) lesser formal qualifications with substantial years of relevant experience;
or
- (v) attained through previous appointments, service and/or study, an equivalent level of expertise and experience to undertake a range of activities,
- (c) Employees undertaking specialised services will be promoted to this level once they have had the appropriate experience and undertake work related to the responsibilities under this level.
- (d) Employees working as sole Employees will commence at this level.
- (e) **Organisational relationships**
 - (i) works under general direction;
 - (ii) supervises other staff and/or volunteers or works in a specialised field.
- (f) **Extent of authority**
 - (i) required to set outcomes within defined constraints;
 - (ii) provides specialist technical advice;
 - (iii) freedom to act governed by clear objectives and/or budget constraints which may involve the contribution of knowledge in establishing procedures within the clear objectives and/or budget constraints where there are no defined established practices;
 - (iv) solutions to problems generally found in precedents, guidelines or instructions;
 - (v) assistance usually available.

Level 5

5.1 Characteristics of the level

- (a) A person employed as a Level 5 Employee will work under general direction from senior Employees. Employees undertake a range of functions requiring the application of a high level of knowledge and skills to achieve results in line with the organisation's goals.
- (b) Employees adhere to established work practices. However, they may be required to exercise initiative and judgment where practices and direction are not clearly defined.
- (c) General features at this level indicate involvement in establishing organisation programs and procedures. Positions will include a range of work functions and may involve supervision. Work may span more than one discipline. In addition, Employees at this level may be required to assist in the preparation of or prepare the organisation's budget. Employees at this level will be required to provide expert advice to Employees classified at a lower level and volunteers.
- (d) Positions at this level demand the application of knowledge which is gained through qualifications and/or previous experience. In addition, Employees will be

required to set priorities and monitor work flows in their area of responsibility which may include establishing work programs in small organisations.

- (e) Employees are required to set priorities, plan and organise their own work and that of lower classified staff and/or volunteers and establish the most appropriate operational methods for the organisation. In addition, interpersonal skills are required to gain the co-operation of clients and staff.
- (f) Employees responsible for projects and/or functions will be required to establish outcomes to achieve organisation goals. Specialists may be required to provide multi-disciplinary advice.

5.2 Responsibilities

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

- (a) responsibility for a range of functions within the organisation requiring a high level of knowledge and skills;
- (b) undertake responsibility for a moderately complex project, including planning, co-ordination, implementation and administration;
- (c) undertake a minor phase of a broader or more complex professional assignment;
- (d) assist with the preparation of or prepare organisation or program budgets in liaison with management;
- (e) set priorities and monitor work flow in the areas of responsibility;
- (f) provide expert advice to Employees classified at lower levels and/or volunteers;
- (g) exercise judgment and initiative where procedures are not clearly defined;
- (h) understanding of all areas of computer operation to enable the provision of advice and assistance when non-standard procedures/processes are required;
- (i) monitor and interpret legislation, regulations and other agreements relating to occupational health and safety, workers compensation and rehabilitation;
- (j) undertake analysis/design for the development and maintenance of projects and/or undertake programming in specialist areas. May exercise responsibility for a specialised area of computing operation
- (k) undertake publicity assignments within the framework of the organisation's publicity and promotions program. Such assignments would be of limited scope and complexity but would involve the co-ordination of facets of the total program including media liaison, design and layout of publications/displays and editing;
- (l) operate as a specialist Employee in the relevant discipline where decisions made and taken rest with the Employee with no reference to a senior Employee;
- (m) undertake duties that require knowledge of procedures, guidelines and/or statutory requirements relevant to the organisation;
- (n) plan, co-ordinate, implement and administer the activities and policies including preparation of budget;

- (o) develop, plan and supervise the implementation of educational and/or developmental programs for clients;
- (p) plan, co-ordinate and administer the operation of a multi-functional service including financial management and reporting;
- (q) where the prime responsibility lies in professional services, Employees at this level would undertake at least some of the following:
 - (i) under general direction undertake a variety of tasks of a specialised and/or detailed nature;
 - (ii) exercise professional judgment within prescribed areas;
 - (iii) carry out planning, studies or research for particular projects including aspects of design, formulation of policy, implementation of procedures and presentation;
 - (iv) provide reports on progress of program activities including recommendations;
 - (v) exercise a high level of interpersonal skills in dealing with the public and other organisations;
 - (vi) plan, develop and operate a community service organisation of a moderately complex nature.

5.3 **5.3 Requirements of the position**

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

- (a) **Skills, knowledge, experience, qualifications and/or training**
 - (i) knowledge of organisational programs, policies and activities;
 - (ii) sound discipline knowledge gained through experience;
 - (iii) knowledge of the role of the organisation, its structure and services.
- (b) **Prerequisites**
 - (i) relevant degree with relevant experience;
 - (ii) associate diploma with substantial experience;
 - (iii) qualifications in more than one discipline;
 - (iv) less formal qualifications with specialised skills sufficient to perform at this level; or
 - (v) attained through previous appointments, service and/or study an equivalent level of experience and expertise to undertake the range of activities required.
- (c) **Organisational relationships**
 - (i) work under general direction;
 - (ii) supervise other Employees and/or volunteers.

(d) **Extent of authority**

- (i) exercise a degree of autonomy;
- (ii) control projects and/or programs;
- (iii) set outcomes for lower classified staff;
- (iv) establish priorities and monitor work flow in areas of responsibility;
- (v) solutions to problems can generally be found in documented techniques, precedents and guidelines or instructions. Assistance is available when required.

Level 6

6.1 Characteristics of the level

- (a) A person employed as a Level 6 Employee will operate under limited direction from senior employees or management and undertake a range of functions for which operational policies, practices and guidelines may need to be developed.
- (b) General features at this level allow Employees the scope to influence the operational activities of the organisation and would require Employees to be involved with establishing operational procedures which impact upon the organisation and/or the sections of the community served by it. Employees at this level will be expected to contribute to management of the organisation, assist or prepare budgets, establish procedures and work practices. Employees will be involved in the formation of programs and work practices and will be required to provide assistance and/or expert advice to other Employees. Employees may be required to negotiate matters on behalf of the organisation.
- (c) Positions at this level will require responsibility for decision-making in the particular work area and the provision of expert advice. Employees will be required to provide consultation and assistance relevant to the workplace. Employees will be required to set outcomes for the work areas for which they are responsible so as to achieve the objectives of the organisation. They may be required to undertake the control and co-ordination of a program, project and/or significant work area. Employees require a good understanding of the long term goals of the organisation.
- (d) Employees may exercise managerial responsibility, work independently as specialists or may be a senior member of a single discipline project team or provide specialist support to a range of programs or activities. Positions at this level may be identified by: impact of activities undertaken or achievement of stated outcomes or objectives for the workplace; the level of responsibility for decision-making; the exercise of judgment; delegated authority; and the provision of expert advice.
- (e) Managing time is essential so outcomes can be achieved. A high level of interpersonal skills is required to resolve organisational issues, negotiate contracts, develop and motivate staff. Employees will be required to understand and implement effective staff management and personnel practices.

6.2 Responsibilities

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

- (a) undertake significant projects and/or functions involving the use of analytical skills;
- (b) undertake managerial or specialised functions under a wide range of conditions to achieve results in line with organisation goals;
- (c) exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single or multi-specialist operation;
- (d) undertake a range of duties within the work area, including develop work practices and procedures; problem definition, planning and the exercise of judgment; provide advice on policy matters and contribute to their development;
- (e) negotiate on matters of significance within the organisation with other bodies and/or members of the public;
- (f) provide advice on matters of complexity within the work area and/or specialised area;
- (g) control and co-ordinate a work area or a larger organisation within budgetary constraints;
- (h) exercise autonomy in establishing the operation of the work area;
- (i) provide a consultancy service for a range of activities and/or to a wide range of clients;
- (j) where the prime responsibility lies in a specialised field an Employee at this level would undertake at least some of the following:
 - (i) provide support to a range of activities or programs;
 - (ii) control and co-ordinate projects;
 - (iii) contribute to the development of new procedures and methodology;
 - (iv) provide expert advice and assistance relevant to the work area;
 - (v) supervise/manage the operation of a work area and monitor work outcomes;
 - (vi) supervise on occasions other specialised staff;
 - (vii) supervise/manage the operation of a discrete element which is part of a larger organisation;
 - (viii) provide consultancy services for a range of activities.

6.3 Requirements of the position

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

- (a) **Skills, knowledge, experience, qualification and/or training**
 - (i) comprehensive knowledge of organisation policies and procedures;

- (ii) specialist skills and/or supervision/management abilities exercised within a multi-disciplinary or major single function operation;
 - (iii) specialist knowledge gained through experience, training or education;
 - (iv) appreciation of the long term goals of the organisation;
 - (v) detailed knowledge of program activities and work practices relevant to the work area;
 - (vi) knowledge of organisation structures and functions;
 - (vii) comprehensive knowledge of requirements relevant to the discipline.
- (b) **Prerequisites**
- (i) degree with substantial experience;
 - (ii) post graduate qualification;
 - (iii) associate diploma with substantial experience;
 - (iv) attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties required at this level.
- (c) **Organisational relationships**
- (i) works under limited direction from senior employees of the Committee of Management or Board;
 - (ii) supervision of staff.
- (d) **Extent of authority**
- (i) exercise a degree of autonomy;
 - (ii) may manage a work area or medium to large organisation or multi-worksite organisation;
 - (iii) has significant delegated authority;
 - (iv) selection of methods and techniques based on sound judgment;
 - (v) manage significant projects and/or functions;
 - (vi) solutions to problems can generally be found in documented techniques, precedents, or instructions. Advice available on complex or unusual matters.

6.4 **Pay Points 6.4, 6.5 and 6.6**

- (a) An Employee whose position is classified as Level 6 and who is required by the Employer to be responsible for managing multiple complex program areas, providing high level specialist advice across the organisation, or has other additional responsibilities assigned by the Employer may commence on Pay Point 6.4 and subsequently progress to Pay Points 6.5 and 6.6 in accordance with clause 23 of this Agreement.
- (b) An Employee who is required by the Employer to perform these responsibilities will be notified in writing at the time of commencement in such a position.

- (c) Any Employee whose position is otherwise classified at Level 6 can progress to a maximum of Pay Point 6.3

Level 7

7.1 Characteristics of the level

- (a) A person employed as a Community services employee level 7 will operate under limited direction and exercise managerial responsibility for various functions within a section and/or organisation or operate as a specialist, a member of a specialised professional team or independently.
- (b) General features at this level require employees' involvement in establishing operational procedures which impact on activities undertaken and outcomes achieved by the organisation and/or activities undertaken by sections of the community served by the organisation.
- (c) Employees are involved in the formation/establishment of programs, the procedures and work practices within the organisation and will be required to provide assistance to other employees and/or sections.
- (d) Positions at this level will demand responsibility for decision-making and the provision of expert advice to other areas of the organisation. Employees would be expected to undertake the control and co-ordination of the organisation and major work initiatives. Employees require a good understanding of the long term goals of the organisation.
- (e) In addition, positions at this level may be identified by the level of responsibility for decision-making, the exercise of judgment and delegated authority and the provision of expert advice.
- (f) The management of staff is normally a feature at this level. Employees are required to set outcomes in relation to the organisation and may be required to negotiate matters on behalf of the organisation.

7.2 Responsibilities

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

- (a) undertake managerial or specialised functions under a wide range of conditions to achieve results in line with divisional/corporate goals;
- (b) exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single discipline or multi-discipline operation;
- (c) develop work practices and procedures for various projects;
- (d) establish work area outcomes;
- (e) prepare budget submissions for senior officers and/or the organisation;
- (f) develop and implement significant operational procedures;
- (g) review operations to determine their effectiveness;
- (h) develop appropriate methodology and apply proven techniques in providing specialised services

- (i) where prime responsibility lies in a professional field an officer at this level:
 - (i) controls and co-ordinates projects/programs within an organisation in accordance with corporate goals;
 - (ii) provides a consultancy service to a wide range of clients;
 - (iii) functions may involve complex professional problem solving;
 - (iv) provides advice on policy method and contributes to its development.

7.3 Requirements of the position

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

- (a) **Skills, knowledge, experience, qualification and/or training**
 - (i) comprehensive knowledge of policies and procedures;
 - (ii) application of a high level of discipline knowledge;
 - (iii) qualifications are generally beyond those required through tertiary education alone, typically acquired through completion of higher education qualifications to degree level and extensive relevant experience;
 - (iv) lesser formal qualifications with acquisition of considerable skills and extensive relevant experience to an equivalent standard; or
 - (v) a combination of experience, expertise and competence sufficient to perform the duties required at this level.
- (b) **Organisational relationships**
 - (i) works under limited direction;
 - (ii) normally supervises other employees and establishes and monitors work outcomes.
- (c) **Extent of authority**
 - (i) may manage section or organisation;
 - (ii) has significant delegated authority;
 - (iii) selection of methods and techniques based on sound judgment (guidance not always readily available within the organisation). Decisions and actions taken at this level may have significant effect on program/project/work areas being managed.

Level 8

8.1 Characteristics of the level

- (a) A person employed as a Social and community services employee level 8 is subject to broad direction from senior officers and will exercise managerial responsibility for the organisation's relevant activity. In addition, employees may operate as a senior specialist providing multi-functional advice to either various departments or directly to the organisation.

- (b) A person employed as a Social and community services employee level 8 will be subject to broad direction from management/the employer and will exercise managerial responsibility for an organisation. In addition, employees may operate as a senior specialist providing multi-functional advice to other professional employees, the employer, Committee or Board of Management.
- (c) General features of this level require the employee's involvement in the initiation and formulation of extensive projects or programs which impact on the organisation's goals and objectives. Employees are involved in the identification of current and future options and the development of strategies to achieve desired outcomes.
- (d) Additional features include providing financial, specialised, technical, professional and/or administrative advice on policy matters within the organisation and/or about external organisations such as government policy.
- (e) In addition, employees will be required to develop and implement techniques, work practices and procedures in all facets of the work area.
- (f) Employees at this level require a high level of proficiency in the application of theoretical approaches in the search of optimal solutions to new problems and opportunities which may be outside of the original field of specialisation.
- (g) Positions at this level will demand responsibility for decision-making within the constraints of organisational policy and require the employees to provide advice and support to all facets of the organisation. Employees will have significant impact upon policies and programs and will be required to provide initiative, and have the ability to formulate, implement, monitor and evaluate projects and programs.
- (h) Positions at this level may be identified by the significant independence of action within the constraints of organisational policy.

8.2 **Responsibilities**

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

- (a) undertake work of significant scope and complexity. A major portion of the work requires initiative;
- (b) undertake duties of innovative, novel and/or critical nature with little or no professional direction;
- (c) undertake functions across a range of administrative, specialist or operational areas which include specific programs or activities, management of services delivery and the provision of high level advice;
- (d) provide authoritative specialist advice on policy matters and contribute to the development and review of policies, both internal and external;

- (e) manage extensive programs or projects in accordance with organisational goals. This may require the development, implementation and evaluation of those goals;
- (f) administer complex policy and program matters;
- (g) may offer consultancy service;
- (h) evaluate and develop/revise methodology techniques with the organisation. The application of high level analytical skills in the attainment and satisfying of organisational objectives;
- (i) where the prime responsibility is in a specialised field, employees at this level would undertake at least some of the following:
 - (i) contribute to the development of operational policy;
 - (ii) assess and review the standards of work of other specialised personnel/external consultants;
 - (iii) initiate and formulate organisational programs;
 - (iv) implement organisational objectives within corporate goals;
 - (v) develop and recommend ongoing plans and programs.

8.3 Requirements of the position

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

- (a) **Skills, knowledge, experience, qualification and/or training**
 - (i) detailed knowledge of policy, programs, guidelines, procedures and practices of the organisation and external bodies;
 - (ii) detailed knowledge of statutory requirements.
- (b) **Prerequisites**
 - (i) qualifications are generally beyond those normally acquired through a degree course and experience in the field of specialist expertise;
 - (ii) substantial post graduate experience;
 - (iii) lesser formal qualifications and the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard; or
 - (iv) attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties of the position.

Allied Health Employees

Allied Health Employees are persons employed by an Employer for the purpose of providing counselling, psychological, social work, occupational therapy services, or other common health professional services as set out in Health Professionals and Support Services Award, or to perform work in a related discipline.

All Employees within this classification must:

- (a) hold a tertiary qualification in either psychology, counselling, occupational therapy, social work or for any other common health professional set out in the Health Professionals and Support Services Award; and
- (b) be eligible for membership, accreditation or registration with their applicable association (if any), such as the Australian Association of Social Workers (**AASW**), Australian Health Practitioner Regulation Agency (**AHPRA**), Psychotherapy and Counsellors Association of Australia (**PACFA**) or Australian Counselling Association (**ACA**).

1 Level 1

- 1.1 The Level 1 classification is for entry level health professionals with limited experience and interns.
- 1.2 All Employees in this classification, including interns, must hold appropriate tertiary qualifications as a social worker, psychologist, counsellor, occupational therapist or for any other common health professional set out in the Health Professionals and Support Services Award and be eligible for membership, accreditation or registration with their applicable professional association (if any) such as AASW, AHPRA, PACFA or ACA.
- 1.3 The Employee's manager will determine the Pay Point within the Level 1 classification for the Employee, based on the manager's assessment of the person's qualifications, experience and any other relevant characteristics.
- 1.4 For the avoidance of doubt, all interns will commence at Level 1, Pay Point 1.
- 1.5 All employees, including interns, will progress through the Pay Points within Level 1 in accordance with clause 23.
- 1.6 Progression from classification Level 1 to Level 2 is dependent on experience. Progression from Level 1, Pay Point 4 to Level 2, Pay Point 1 will only occur if:
 - (a) an Employee has at least four years' experience in the position or at least four years' experience performing the type of therapeutic services work the Employee has been engaged by the Employer to perform; and
 - (b) the Employee has received a satisfactory assessment of their performance over the preceding 12 months.

2 Level 2

- 2.1 Appointment at the Level 2 classification will be for health professionals with a minimum of four years' experience performing the type of therapeutic services work the Employee has been engaged by the Employer to perform.
- 2.2 All employees in this classification must hold appropriate tertiary qualifications as a social worker, psychologist, counsellor, occupational therapist or for any other common health professional set out in the Health Professional Support Services Award, and be eligible for membership, accreditation or registration with their applicable professional association (if any) such as AASW, AHPRA, PACFA or ACA.
- 2.3 If appointed to this level, the Employee's manager will determine the Pay Point within the Level 2 classification for the Employee, based on the manager's assessment of the person's qualifications, experience and any other relevant characteristics.
- 2.4 All employees will progress through the Pay Points within Level 2 in accordance with clause 23.

3 3

- 3.1 The Level 3 classification rates are paid to Employees employed at the date of this Agreement who are required to provide clinical supervision to other Allied Health Employees.
- 3.2 For the avoidance of doubt, no Employees employed after the date of this Agreement will be classified or paid at the Level 3 Base Rates of Pay.

APPENDIX 3 – DEFINITIONS

Term	Definition
Allied Health Employee	Means an Employee who is engaged by an employer to provide counselling or social work and is required to hold a tertiary qualification for the purpose of performing their role.
Base Rate of Pay	Means an Employee's salary, or hourly rate of pay as applicable, without overtime, penalties, or other allowances.
Broken Shift	Means a working shift where an Employee has more than a two hour break between shifts worked on the same day or within the one shift worked on a day, other than where this occurs due to a request from the Employee.
CatholicCare	Means the Roman Catholic Church for the Archdiocese of Canberra and Goulburn As Trustees For CatholicCare.
Casual Employee	Means a person employed by the Employer in accordance with clause 13.1.
Community Services Employee	Means an Employee engaged by an Employer to provide social and community services including social work, recreation work, welfare work, youth work or community development work.
Code of Conduct	Means the Employer Code of Conduct and other associated policies of the Employer from time to time.
Employers	Means: (g) the Trustees of the Roman Catholic Church for the Archdiocese of Canberra and Goulburn as trustee for Marymead Child and Family Centre; and (h) Roman Catholic Church for the Archdiocese Of Canberra And Goulburn As Trustees For CatholicCare.
Employee	Means an employee of the respective Employer who is covered by this Agreement as specified in clause 3 of this Agreement, and for the avoidance of doubt includes all Full Time Employees, Part Time Employees, Casual Employees, and Fixed Term Employees.
Fair Work Act	The <i>Fair Work Act 2009</i> and the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> , and their successors and any regulations associated with those Acts.
Fixed Term Employee	Means a person employed by the respective Employer in accordance with clause 12.1.
Full Time Employee	Means a person employed by the respective Employer in accordance with clause 8.
Health Professionals and Support Services Award	Means the <i>Health Professionals and Support Services Award 2010</i> .

High Income Threshold	Has the same meaning as that term in the Fair Work Act.
Immediate Family	Means an Employee's Partner and a child, grandchild, parent, grandparent or sibling of the Employee or their Partner.
Household	A group of two or more related or unrelated people who usually reside in the same dwelling, who regard themselves as a household and who make common provision for food or other essentials for living.
Maximum Term Employee	Means a person employed by the respective Employer in accordance with clause 12.2.
Marymead	Means the Trustees of the Roman Catholic Church for the Archdiocese of Canberra and Goulburn as trustee for Marymead Child and Family Centre.
Modern Award	Has the same meaning as in the Fair Work Act.
NES or National Employment Standards	Means the National Employment Standards as contained in clauses 59 to 131 of the Fair Work Act.
On Call	Means the period during which an Employee is in receipt of the On-Call Allowance under clause 32.
Ordinary Hours	Means the span of hours which Employees may work without payment of penalty rates as specified in clause 16.
Part Time Employee	Means a person employed by the respective Employer in accordance with clause 11.
Partner	The spouse (including a former spouse) of an Employee or a person who lives in a bona fide domestic relationship with the Employee and includes same sex relationships.
Permanent Employee	A Full Time Employee or a Part Time Employee.
Portable Scheme	Means the portable long service leave scheme established under the <i>Long Service Leave (Portable Schemes) Act 2009</i> (ACT).
Remote Work	Means the performance of work by an Employee at the direction of, or with authorisation of the Employer, excluding: <ul style="list-style-type: none"> (a) part of an ordinary shift rostered in accordance with clause 19, or for Casual Employees a designated shift; (b) the making or receiving of phone calls, emails, or similar, during a period which they are On Call; (c) overtime contiguous with a rostered shift; and (d) work required to be performed at a designated workplace.
Shiftworker	An employee who works for more than four ordinary hours on 10 or more weekends during the yearly period in respect of which their annual leave accrues.

Social, Community, Home Care and Disability Services Award	Means the <i>Social, Community, Home Care and Disability Services Award 2010</i> .
Student and Family Counsellors	Means an Employee engaged by an Employer to provide counselling or psychology services within schools.
Support Care Employee	Means an Employee engaged by an Employer to perform care services directly for an aged person or a person with a disability including the provision of personal care, domestic assistance, lifestyle support, and home maintenance, provided in a community and/or residential setting including respite centre and day services. If from time to time a Community Services Employee is directed to perform the services of a Support Care Employee, for the purpose of this Agreement they will also be defined as a Support Care Employee for the time spent performing such services.
Trainee	Means a person employed by the respective Employer in accordance with clause 15.
Working with Vulnerable People Registration	Means registration under the <i>Working with Vulnerable People (Background Checking) Act 2011</i> (ACT).

SIGNATURE PAGE

Marymead

Signed for Marymead by ANNE KIRWAN


(full name of signatory)

Address of signatory 255 Goyder St
Narrabundah ACT

Position in Marymead CEO

The basis on which the signatory is authorised to sign on behalf of Marymead:

Authority delegated to the role of Chief Executive Officer

Signature: 

Date: 6 / 4 / 20 23

CatholicCare

Signed for CatholicCare by Lisa Higginson

(full name of signatory)

Address of signatory 51 Cooyang street
Bradden ACT 2612

Position in CatholicCare Deputy CEO




The basis on which the signatory is authorised to sign on behalf of CatholicCare:

Authority delegated to the role of Deputy Chief Executive Officer

Signature: 

Date: 6 / 4 / 20 23

Employee bargaining representative

Signed for and on behalf of the Independent Education Union of Australia as an appointed representative of employees of Marymead and CatholicCare, by an authorised officer:	
Date: 4 April 2023 	
Signature 	
Name CAROL MATTHEWS	
Address 465-501 Wattle Street Sydney Ultimo NSW 2007 (Work address is permitted)	
Explanation of authority to sign Acting Secretary, NSW/ACT Branch, IEUA	
In the presence of:	
Witness Signature 	
Witness Name TANIA YARDLEY	

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2023/1013

Applicant:

Roman Catholic Church for the Archdiocese of Canberra and Goulburn As Trustees For
CatholicCare (ABN 90 046 512 373) ("**CatholicCare**")

Undertaking – Section 190

CatholicCare and The Trustees of the Roman Catholic Church for the Archdiocese of Canberra and Goulburn as trustee for Marymead Child and Family Centre ("**Marymead**") are the employers covered by the Marymead CatholicCare Canberra & Goulburn Enterprise Agreement 2023 ("**the Agreement**").

Marymead and CatholicCare give the following undertaking with respect to the Agreement:

1. Notwithstanding clause 28.1, and subject to clause 31.2 of the Agreement, where an Employee is not provided a meal break in accordance with clause 31.1(a) of the Agreement and required to work continuously thereafter, they will be paid overtime for all subsequent time worked until the meal break is taken.

This undertaking is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

I, Anne Kirwan, Chief Executive Officer have the authority given to me by Marymead to give the above undertaking with respect to the Agreement:




Signature: *Anne Kirwan*

1.5.2023

Date

I, Lisa Higginson, Deputy Chief Executive Officer have the authority given to me by CatholicCare to give the above undertaking with respect to the Agreement:



Signature: *Lisa Higginson*

01/05/2023

Date