



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

(AG2018/3277)

ROMAN CATHOLIC ARCHDIOCESE OF CANBERRA AND GOULBURN CATHOLIC CARE CANBERRA & GOULBURN ENTERPRISE AGREEMENT (CATHOLIC CARE CANBERRA & GOULBURN) 2017-2020

Health and welfare services

DEPUTY PRESIDENT KOVACIC

CANBERRA, 7 MARCH 2019

Application for approval of the Roman Catholic Archdiocese of Canberra and Goulburn CatholicCare Canberra & Goulburn Enterprise Agreement (CatholicCare Canberra & Goulburn) 2017-2020.

[1] An application has been made for approval of an enterprise agreement known as the *Roman Catholic Archdiocese of Canberra and Goulburn CatholicCare Canberra & Goulburn Enterprise Agreement (CatholicCare Canberra & Goulburn) 2017-2020* (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] Subject to concerns that have been addressed by way of undertakings, I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[3] As noted, pursuant to s.190(3), I have accepted undertakings from the employer. In accordance with s.191(1) of the Act the undertakings are taken to be a term of the Agreement. A copy of the undertakings are attached to this decision.

[4] The Agreement lodged contained an error at Attachment 1. On 29 January 2018, the Applicant filed an amended version of the Agreement. I am satisfied that the correction should be made and that it is appropriate to do so pursuant to s.586 of the Act.

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

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 14 March 2019. The nominal expiry date of the Agreement is 30 June 2020.



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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2018/3277

Applicant:

Roman Catholic Church as Trustee for the Archdiocese of Canberra and Goulburn T/A CatholicCare Canberra and Goulburn

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Lisa Higginson, Deputy Chief Executive Officer for CatholicCare Canberra and Goulburn give the following undertakings with respect to the Roman Catholic Archdiocese of Canberra and Goulburn CatholicCare Enterprise Agreement (CatholicCare Canberra & Goulburn) 2017-2020 ("the Agreement"):

1. I have the authority given to me by CatholicCare Canberra & Goulburn to provide this undertaking in relation to the application before the Fair Work Commission.
2. That personal/carer's leave as provided for in *Clause 7.8 Personal Leave / Sick Leave / Carer's Leave* of the Agreement can be accessed in circumstances of personal injury.
3. That the notice requirements as set out in s107 of the *Fair Work Act 2009* shall apply in lieu of the notice requirements set out in *Clause 7.8 Personal Leave / Sick Leave / Carer's Leave* of the Agreement.
4. Where the rates at Attachment 1 of the agreement fall below the modern or pre-reform award rates (whichever is greater) then the modern or pre-reform award rates (whichever is greater) will apply.
5. That the minimum engagement period for casual employees will be in accordance with *Clause 10.4(c)* of both the SCHCDS Award and the *Nurses Award 2010* (the Nurses Award).
6. That shift loadings for casual Nurses will be calculated in accordance with *Clause 10.4(d)* of the Nurses Award except for work performed on Sundays.
7. That *Clauses 25.5(f) Client Cancellation* and *25.9 Excursions* of the SCHCDS Award will apply to employees covered by the Agreement with the exception of Nurses. The last paragraph of *Clause 5.7 Shift Work Penalty Rates* of the Agreement will therefore no longer apply.
8. That *Clause 27.2 Tea Breaks* of the Nurses Award will apply to Nurses and *Clause 27.2 Tea Breaks* of the SCHCDS Award will apply to all other employees covered by the Agreement.
9. That *Clause 28.2 Time Off Instead of Payment for Overtime* of the SCHCDS Award will apply in lieu of *Clause 5.4 Time Off in Lieu of Overtime Payment* of the Agreement for

employees other than Nurses. For Nurses, *Clause 28.2 Time Off Instead of Payment for Overtime* of the Nurses Award will apply in lieu of *Clause 5.4 Time Off in Lieu of Overtime Payment* of the Agreement.

10. That the definition of a Shift Worker for the purposes of the *Clause 7.1 a* of the Agreement shall be the definition set out in *Clause 31.2 Quantum of Leave* in the SCHCDS Award.
11. That in respect of the minimum payment for where an employee performs work during a sleepover in accordance with *Clause 9.3 Sleepover / Continuous Care Allowance* of the Agreement, the minimum payment will be 1 hour instead of 30 minutes.
12. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

01/03/2019

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.



Roman Catholic Archdiocese of Canberra and Goulburn

CatholicCare Canberra & Goulburn Enterprise Agreement 2017-2020

CatholicCare Canberra & Goulburn Enterprise Agreement 2017-2020

ARRANGEMENT

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APPENDIX 1

Classification Structure – Employees Other Than Student and Family Counsellors

APPENDIX 2

Classification Structure – Student and Family Counsellors

1 Title

This Agreement will be known as the Roman Catholic Archdiocese of Canberra and Goulburn CatholicCare Canberra & Goulburn Enterprise Agreement (CatholicCare Canberra & Goulburn) 2017-2020.

2 Application and Operation

2.1 Applies and Covers

This Agreement applies to and covers:

- The Roman Catholic Church for the Archdiocese of Canberra and Goulburn as Trustees for CatholicCare, trading as CatholicCare Canberra & Goulburn.
- All employees of CatholicCare Canberra & Goulburn (including those previously employed pursuant to an award or enterprise agreement) whose duties, responsibilities and classifications are contained within the terms of the agreement.
- The Australian Nursing and Midwifery Federation ACT Branch, subject to the Fair Work Commission noting in its decision to approve this agreement that it covers the Australian Nursing and Midwifery Federation.
- The Australian Services Union NSW and ACT Branch, subject to the Fair Work Commission noting in its decision to approve this agreement that it covers the Australian Services Union NSW and ACT Services Branch.
- The Independent Education Union of Australia, subject to the Fair Work Commission noting in its decision to approve this agreement that it covers the Independent Education Union of Australia.

2.2 Operation and Variation

- (a) The Agreement shall operate 7 days after the date of approval by the Fair Work Commission and will remain in force until 30 June 2020 unless varied or terminated earlier by the provisions provided under the Fair Work Act. After its expiry, the Agreement shall continue to operate until it is replaced or terminated under the Fair Work Act 2009.
- (b) As soon as practicable after the commencement date, the Employer will pay each Employee the difference (if any) between the rates of pay provided in this Agreement, and the amount actually received by the Employee for the relevant period. Note: This Agreement provides rates of pay from the first full pay period on or after 1 July 2017.

2.3 Relationship to existing agreements and Awards

This Agreement replaces all existing awards, agreements and memoranda of understanding which have previously applied at CatholicCare Canberra & Goulburn.

CatholicCare Canberra & Goulburn will pass on any applicable Fair Work Commission Minimum Wage Panel decisions subject to such increases being fully absorbable against the pay rates established under this Agreement.

2.4 Relationship between the National Employment Standards and this Agreement

The National Employment Standards continue to apply to all employees covered by this agreement. Where the agreement provides for a more favourable outcome for the employee than the NES in any respect, the more favourable outcome will apply.

3 Workplace Delegates and Union in the Workplace

3.1 Union membership and Union workplace representatives:

- (a) CatholicCare recognises all employees have a right to be a member of a Union.
- (b) CatholicCare recognises that union members may elect workplace representatives for their workplace and that these representatives are legitimate representatives of union members. When elected, workplace representatives will advise their local managers of their election and unions will notify CatholicCare of the representatives' names.

4 Employment Requirements

4.1 Employment Status with CatholicCare Canberra & Goulburn

On commencement employees will be given an Employment Letter that sets out their employment status and hours of work with CatholicCare Canberra & Goulburn.

All employees covered by this Agreement will be permanent full time, permanent part time, casual or fixed term contract (including maximum duration fix term contract).

A **permanent full time** employee is engaged to work an average of 76 hours per fortnight over a 4 week period.

A **permanent part time** employee is an employee engaged to work less than an average of 76 hours per fortnight. A part time employee shall receive all entitlements under this Agreement on a pro-rata basis calculated as a percentage of full-time hours worked by the employee. Permanent part time employees may be offered additional hours up to 76 hours per fortnight when circumstances require and agreed by the employee.

A **casual employee** is an employee engaged on an hourly basis. A casual employee will not receive any of the benefits of permanent employment including paid sick leave, annual leave, annual leave loading, or public holiday unless specifically identified as an entitlement in this Agreement with the exception that casual employees will be entitled to long service leave as prescribed in long service leave legislation in the ACT and NSW. A casual employee shall receive a loading of 25% in addition to the rates of pay set out in Attachment 1. The inclusion of the casual loading constitutes the 'ordinary rate of pay' for casual employees and is compensation for their casual status. Casual employees will also be entitled to the penalty rates as set out in clause 5.

A **fixed term employee** is an employee engaged to perform work for a fixed period under the terms and conditions of a maximum duration contract. A fixed term employee receives the same benefits as a permanent employee.

Any change in employment status between full-time, part-time and fixed term employment will not result in a loss of continuity of service.

4.2 Location for performance of work

It shall be a term of employment that all employees may be required to work from more than one location depending on business requirements.

CatholicCare Canberra & Goulburn shall consult with staff as set out in clause 16 – Consultation.

Work locations for employees who are not designated to specific work locations may change on a daily basis depending on work requirements. These employees receive travel costs as set out in clause 5.8 and 5.9.

4.3 Probation

The probationary period under this agreement is six months from the commencement of employment. This period will provide an opportunity to evaluate and assess an employee's suitability for the job before offering an ongoing position.

Employment may be terminated at any time during the initial six month probationary period upon the provision of one week's notice or equivalent in lieu payment.

4.4 Trainees

An employee engaged as a trainee will be paid, as a minimum, in accordance with the terms and conditions of the relevant vocational training legislation.

4.5 The Ethos of CatholicCare Canberra & Goulburn as a Catholic employer

It is a fundamental term of the employment relationship that the employee supports and serves the ethos of CatholicCare Canberra & Goulburn as a Catholic institution and reflects the CatholicCare Canberra & Goulburn Mission and Behaviour and Code of Conduct.

5 Hours of Work

The ordinary hours of a full-time employee exclusive of meal breaks shall not exceed an average of 76 hours per fortnight, or an average of 152 hours in a 4 week period.

Hours of work will be as agreed between CatholicCare Canberra & Goulburn and the employee and as specified in the employee's Employment Letter.

With the exception of time occupied in having meals, which shall be a period of not less than 30 minutes for each meal, the work of each shift shall be continuous unless other arrangements agreed with the employee apply.

The ordinary span of hours of work is between 6am to 6pm Monday to Sunday. All employees must have:

- At least 10 hours off duty between work periods; and
- Two consecutive days off duty where practicable in a seven day period; or

- four days off duty in a fourteen day period.

In exceptional circumstances, if an employee is required by CatholicCare Canberra & Goulburn to resume or continue to work without having had at least 10 consecutive hours off duty, the employee will:

- a. Be paid at the appropriate overtime rate until they are released from duty for that 10 hour period; and
- b. The employee will then be entitled to be absent from duty until they have had 10 hours off duty without loss of pay for ordinary working time during that absence.

Irrespective of any entitlements an employee may or may not have under this clause, an employee should not be requested to resume duty or continue duty particularly where, if due to work already performed, the employee is fatigued such that they may be unable to function in an effective, efficient and safe manner. No loss of pay will occur as a consequence of any rostered duty not performed as a result of this clause.

No employee will be rostered to perform ordinary duty for more than 7 consecutive days or shifts.

5.1 Meal Breaks

An employee who works more than 5 hours in a day is entitled to take an unpaid meal break of between 30 and 60 minutes at a mutually convenient time, the meal break to be taken not later than a maximum of 5 hours after commencing work.

An employee may agree to work through a meal break if requested by the supervisor. If the employee is not able to take a meal break later that day they may elect to finish the day early (by deducting the time normally taken for a meal break), or take time off in lieu on another day. The employee will be permitted to take nourishment within the work period. CatholicCare Canberra & Goulburn will ensure that such situations are avoided wherever possible by organising a relief roster for positions required to provide continuous customer service.

Where an employee is required to work during a meal break, and continuously thereafter, at the request of the supervisor and agreed by the employee, they will be paid overtime for all time worked until the meal break is taken.

Where CatholicCare Canberra & Goulburn is unable to organise a relief roster to provide an employee with a meal break, and the employee is unable to be relieved for a meal break, the employee will be permitted to take nourishment within the work period. This will constitute a paid meal break and will be paid at ordinary time rates. The incorporation of a paid meal break into an existing shift pattern will not usually result in a change to the starting and finishing times of the shift. Whenever an employee is on a paid meal break, the employee will be required to be ready to return to duty as and when the need arises, and to resume the employee's break at a later time.

Where an employee is required by the employer to have a meal with a client or clients as part of the normal work routine or client program, they shall be paid for the duration of the meal period at the ordinary rate of pay. This constitutes a meal break.

5.2 Rosters

CatholicCare Canberra & Goulburn will publish rosters at least two weeks before the commencement of the roster period and may be communicated by telephone, direct contact, mail, email or facsimile. It is not obligatory for CatholicCare Canberra & Goulburn to display any roster of the ordinary hours of work of casual or relieving staff.

Seven days' notice will be given of a change in a roster. However, a roster may be altered at any time to enable the service of the organisation to be carried on where another employee is absent from duty on account of illness or in an emergency.

This clause will not apply where 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 four rostered days off in that fortnight or eight rostered days off in a 28 day roster cycle, as the case may be.

When considering changes to rosters, CatholicCare Canberra & Goulburn will:

- Consult with the employees affected on the implementation of the changes; and
- Give consideration to any objections and/or suggestions raised by staff before implementing major changes.

5.3 Overtime

Overtime work performed by the employee must be authorised by a delegated officer prior to the work being carried out.

Overtime has two components:

- a. When a **full time** employee is requested to work in excess of their rostered hours, on any given shift/day; and
- b. All time worked by **part-time** or **casual** employees which exceeds 10 hours per day will be paid at the rate of time and a half for the first two hours and double time thereafter, except on Sundays when overtime will be paid for at the rate of double time, and on public holidays at the rate of double time and a half.
- c. All time worked by part-time or casual employees in excess of 38 hours per week or 76 hours per fortnight will be paid for at the rate of time and a half for the first two hours and double time thereafter, except that on Sundays such overtime will be paid for at the rate of double time and on public holidays at the rate of double time and a half.

Overtime worked on Monday to Saturday is paid at the rate of time and one half for the first two hours and double time thereafter. Overtime worked on Sundays is paid at the rate of double time.

An employee who is required to work overtime for less than 3 hours on a Saturday, Sunday or public holiday shall be paid for a minimum of 3 hours regardless of hours worked, except that employees who are required to work overtime in addition to ordinary hours (see clause 5) shall be paid only for actual overtime hours worked.

An employee may refuse to work overtime where such request to work overtime would be unreasonable having regard to employee objections relating to family or domestic carer responsibilities or risks to employee health and safety in the allocation of overtime.

5.4 Time off in Lieu of overtime payment

An employee may elect, with approval from the Program Director, to take time off in lieu of overtime payment.

All time off in lieu will be paid at the rate of one hour of time off for each additional or overtime hour worked.

Accrued hours must be taken as time off in lieu at a time that is mutually agreed between management and the employee.

Where a staff member has accrued excessive time of in lieu they may elect to be paid out hours accrued.

5.5 Minimum Call-Back

Where employees are called back with less than 12 hours' notice they shall receive a minimum payment of 3 hours at the appropriate overtime rate for each call back of less than 3 hours. The call back payment will not be paid in conjunction with the On Call Allowance in clause 9.4.

5.6 Weekend penalty rates

The following provisions apply to employees who work any hours between midnight on Friday and midnight on Sunday.

The hours an employee works between midnight on Friday and midnight on Saturday will be paid a loading of 50% of the ordinary time rate of pay.

The hours an employee works between midnight on Saturday and midnight on Sunday will be paid a 100% loading on the ordinary rate of pay.

No other shift penalty rates apply for weekend work.

5.7 Shift Work penalty rates

An employee working on an afternoon shift from Monday to Friday inclusive shall be paid an allowance calculated at the rate of 20% of actual hours worked in addition to the ordinary rate.

An afternoon shift is defined as any shift or span of hours finishing after 7pm.

Employees working on a night shift from Monday to Friday inclusive shall be paid an allowance calculated at the rate of 25% of actual hours worked in addition to the ordinary rate.

A night shift is defined as any shift commencing after 7pm at night and before 6am on the following day.

CatholicCare Canberra & Goulburn will endeavour to offer permanent shift workers enough paid hours (comprising actual work, sick leave and recreation leave) each fortnight to make up their minimum hours as set out in their Employment Letter. If the number of paid hours falls short of the minimum hours CatholicCare Canberra & Goulburn will pay the employee the minimum hours. If employees reject shifts without good reason CatholicCare Canberra & Goulburn will not guarantee to replace those shifts to make up the minimum hours and the employee will only be paid for time worked if these hours are below the minimum hours.

CatholicCare Canberra & Goulburn reserves the right to cancel a shift and in doing so will advise the relevant employee as soon as practicable. CatholicCare Canberra & Goulburn will pay the employee for the shift if notification of cancellation is less than 3 hours before the start of the shift.

5.8 Travelling Time and Allowances

Where an employee is using their own vehicle during working hours CatholicCare Canberra & Goulburn will pay an allowance that is equal to the appropriate Award rate, as varied from time to time, for a vehicle with a conventional motor capacity of 1601 – 2600cc. This allowance covers all vehicles regardless of engine size.

Disability support workers that are rostered to work with consecutive clients within one hour shall be paid an additional 56 cents per kilometre for the distance travelled between locations; this amount will be increased in line with, and at the same time as, the general wage increases included in Clause 6 apply.

Where a Disability Support worker is required to work no more than one hour with a client and where they are not required to work with another client within one hour, CatholicCare Canberra & Goulburn will only pay the current applicable ATO travelling allowance per kilometre, travelled to and from home.

5.9 Travel Costs

CatholicCare Canberra & Goulburn will pay for reasonable accommodation and meal costs when an employee is required by CatholicCare Canberra & Goulburn to travel interstate, overnight or long distances for work purposes - for example training and conferences. Reasonable accommodation and meal limits will be set by reference to the Australian Taxation Office travel allowances, as varied from time to time. Normally the employee travelling will be provided with an advance to cover these costs.

Reimbursement of costs not covered by the advance will generally be paid no later than the next pay period following provision of approved receipts to the Pay Office.

6 Rates of Remuneration

6.1 Increases

Upon approval of this Agreement, current employees of CatholicCare Canberra & Goulburn will be provided an increase of 2% applied from the first pay period after 1 July 2017 which will be backdated to the first pay period after 1 July 2017. All staff will receive this increase with the exception of those employees whose position is subject to the SACS Equal Remuneration Order (ERO) made by the Fair Work Commission on 22 June 2012.

From the first pay period after 1 July 2018, a further increase of 2% to these rates will apply to those employees whose position is not subject to the ERO.

From the first pay period after 1 July 2019, a further increase of 2% to these rates will apply to those employees whose position is not subject to the ERO.

The rates applicable from 1 July 2017, 1 July 2018 and 1 July 2019 are set out in Attachment 1 – Salaries and rates of Pay.

Employees whose position is subject to the SACS ERO

Employees whose position is subject to the SACS Equal Remuneration Order made by the Fair Work Commission on 22 June 2012 will receive increases to the rates provided subject to the Annual Wage Review Decision of the Fair Work Commission, and the application of the SACS ERO Decision of 22 June 2012 (MA000100 PR525485) across the life of the Agreement.

6.2 Remuneration and Frequency of Payment

Employees will be notified of their classification on commencement of employment or on commencement of a new position. Subject to the other provisions of this Agreement, an employee's total remuneration will comprise base salary, penalty rates, allowances, overtime (where applicable) and superannuation.

Wages will be paid fortnightly, by electronic funds transfer, into a financial institution account nominated by the employee.

6.3 Salary Packaging

CatholicCare Canberra & Goulburn has made salary packaging arrangements available for those eligible Employees who wish to take advantage of the benefits.

Employees are able to package and structure their remuneration in accordance with CatholicCare Canberra & Goulburn's salary packaging policy.

The terms and conditions of such a package will not, when viewed objectively, be less favourable than the entitlements otherwise available under this agreement.

If existing taxation law is changed and that change impacts salary packaging arrangements, CatholicCare Canberra & Goulburn may decide to discontinue the arrangements.

CatholicCare Canberra & Goulburn will give at least three months written notice of any change or cancellation to the salary packaging arrangements.

6.4 Conditions for Student and Family Counsellors

Student and Family counsellors will be paid for 46.7 weeks per year (pro-rata). The 46.7 weeks is made up of 40 weeks of school term, 4 weeks Annual Leave and 2.7 weeks of Public Holidays. In order for a Student and Family Counsellor to be paid over a 52 week period, they may elect to forgo a portion of their fortnightly wage. The amount that has been forgone shall be used to enable a wage payment for the remaining 5.3 weeks per year.

7 Leave Conditions

Current employees with accrued Annual leave, Personal Leave and Long Service Leave entitlements will retain those entitlements on the approval of this Agreement.

For further information on all Leave provisions, refer to the **CatholicCare Canberra and Goulburn Leave Policy and Procedure**.

7.1 Annual Leave Accrual

Casual employees do not accrue any annual leave entitlements. Other employees accrue annual leave entitlements progressively through the year on the following basis:

- a. All staff, other than nursing staff who work shift work at Dorothy Sales Cottages:
- accrue 4 weeks paid annual leave.
 - a shift worker receives one additional week's leave per year.

- b. Nursing staff who work shift work at Dorothy Sales Cottages:

A full-time employee:

- who does not normally work shift work and/or at weekends and who is not required to work on public holidays accrues 5 weeks paid annual leave.
- who normally works shift work and/or at weekends and who is not required to work on public holidays accrues 6 weeks paid annual leave.
- who normally works shift work and/or at weekends and may be required to work public holidays and who does not get paid public holiday rate accrues 7 weeks paid annual leave. Plus an additional day's leave for every CatholicCare Canberra & Goulburn Holiday's worked.

A part-time employee:

- who does not normally work shift work and/or at weekends accrues 5 weeks pro rata paid annual leave.
- who normally works shift work and/or at weekends accrues 6 weeks pro rata paid annual leave.
- receives an additional day's annual leave for public and CatholicCare Canberra & Goulburn holidays actually worked.

Higher annual leave entitlements are in recognition that no loading for performing work on public holidays under clause 7.6 is payable.

- c. An employee who is absent from duty on approved leave for periods immediately preceding or succeeding a public holiday shall be eligible for payment for the public holiday or holidays occurring during the period of approved leave.

7.2 Taking annual leave

Annual leave will be taken at a time mutually agreed upon by the employer and employee. Approval for planned leave should be sought as soon as possible before the commencement date of the leave with not less than 4 weeks' notice being required, subject to the Program Director's/Manager's discretion to accept a shorter notice where reasonable to do so.

For nursing staff at Dorothy Sales Cottages, in the absence of agreement, leave will be taken at a time fixed by the employer, within a period not exceeding two years from the date of accrual, with at least four weeks' notice being given to the employee.

Annual leave for School Counsellors will usually coincide with Christmas School Holidays. Leave at any other time may only be taken by mutual agreement.

7.3 Annual leave loading

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%.

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.

7.4 Maximum accrual of annual leave

Before CatholicCare Canberra & Goulburn can direct that leave be taken they must genuinely try to agree upon steps that will be taken to reduce or eliminate the employee's excessive leave accrual, being more than 8 weeks annual leave accrued.

CatholicCare Canberra & Goulburn may roster an Employee to take paid annual leave if the Employee has accrued, more than 8 weeks annual leave (or 10 weeks annual leave for a shift worker) and CatholicCare Canberra & Goulburn and the Employee are unable to reach Agreement on reducing the leave. CatholicCare Canberra & Goulburn will give an Employee at least 28 days' notice prior to the date the Employee is required to commence the leave.

Such a direction must not:

- Result in the employee's remaining accrued entitlement to paid annual leave at any time being less than six weeks;
- Require the employee to take any period of leave of less than one week;
- Require the employee to take any period of leave commencing less than eight weeks after the day the direction is given to the employee;
- Require the employee to take any period of leave commencing more than 12 months after the day the direction is given to the employee; or
- Be inconsistent with any leave arrangement agreed between the employer and employee.

An employee to whom a direction has been given under this subclause may make a request to take paid annual leave as if the direction had not been given.

If leave is agreed after a direction is issued and the direction would then result in the employee's remaining accrued entitlement to paid annual leave at any time being less than six weeks, the direction will be deemed to have been withdrawn.

The employee must take paid annual leave in accordance with a direction complying with this subclause.

7.5 Payment of leave entitlements on termination

Any accrued Annual Leave is paid upon termination of employment.

Leave loading will be paid on termination.

Termination payment will be made to an employee on their last day of work or on the next scheduled pay day. This will take place after receipt of an authorised signed timesheet and all appropriate paperwork has been received to terminate salary sacrifice payments if relevant. Upon request salary sacrifice may be calculated on termination.

7.6 Public holidays

Employees will be entitled to paid holidays on all applicable Australian Capital Territory (ACT) gazetted public holidays provided that they fall on a day that the employee would normally have worked. If an employee is required to work on an ACT public holiday they shall be paid at the rate of double time and a half, save that no loading or penalty will be payable to nursing staff who work shift work .

For the purposes of this clause, the following shall be taken as public holidays on the days so gazetted: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, or any holiday duly proclaimed and observed as a public holiday within the ACT.

In addition to gazetted public holidays, CatholicCare Canberra & Goulburn will grant three additional days during the Christmas/New Year period that will be treated as public holidays under this clause. Nursing staff (either full time or part time) who work shift work at Dorothy Sales Cottages will receive an additional day of annual leave for each of these days that they work as provided for in clause 7.1.

7.7 Look after yourself day

Permanent Employees shall receive one day per annum to be taken as paid leave on the date of the employee's birthday. If the employee's birthday falls on a non-working day they may elect to take the immediately prior or next working day off.

The employer or employee may negotiate an alternate nominated day of leave, depending on business requirements or personal circumstance. This leave shall not accrue from year to year.

An employee is paid at the rate they would have ordinarily been paid for that day/shift.

7.8 Personal Leave/ Sick Leave/ Carer's Leave

All full time employees are entitled to 15 days paid sick leave per year of service for use when the employee is unable to attend work due to illness. Employees are entitled to take both leave in respect of the current year of service and untaken sick leave accumulated from previous years. Sick leave is available from date of employment based on accumulated hours of service.

Employees shall be entitled to use their sick leave when required to provide care or support for a member of their household or an immediate family member, who is ill or injured, or because of an unexpected emergency affecting the member. This is otherwise known as personal carer's leave.

An immediate family member for the purposes of this clause includes a parent, parent-in-law, step-parent, spouse/partner, grandchild, sibling, grandparent, child, step-child, foster child, adopted child, or foster parent of the employee or spouse/partner.

Should an employee be absent from work on account of sickness or accident it shall be necessary for such employee to notify CatholicCare Canberra & Goulburn that such absence is due to sickness or accident at least three hours prior to the commencement of normal work, where practicable but in any case as soon as practical before the employee's rostered starting time for that shift.

If an employee becomes sick whilst on annual leave, and that time is covered by a medical certificate, the equivalent number of days shall be re-credited to such annual leave.

CatholicCare Canberra & Goulburn reserves the right to require an employee who over time demonstrates an excessive use of sick leave to produce a medical certificate supporting their application for sick leave. In any event evidence which would satisfy a reasonable person must support an application for sick leave or personal carer's leave for a period equal to or exceeding 3 days.

Evidence may be obtained from either a medical practitioner or from a registered health practitioner. In accordance with the Health Practitioner Regulation National Law (NSW) or Health Practitioner Regulation National Law (Act) a registered health practitioner means an individual who practices in one of the following professions including its specialities:

- Chiropractic
- Dental (including the profession of a dentist, dental therapist, dental hygienist, dental prosthetist and oral health specialists)
- Medical
- Nursing and midwifery
- Optometry
- Pharmacy
- Physiotherapy
- Podiatry
- Psychology
- Aboriginal and Torres Strait Islander health practice
- Chinese medicine
- Medical radiation practice ; or
- Occupational therapy.

Sick leave is cumulative but unused sick leave is not paid out on termination of the employment contract. Part time employees are entitled to sick leave on a pro-rata basis, e.g. an employee who works 2 full-time days per week or 15.2 hours will receive 6 days or 45.6 hours paid sick leave for each year of continuous service.

Casual Staff are entitled to unpaid personal leave, under this clause and in line with the Fair Work Act 2009.

7.9 Compassionate/ Special Leave

An employee may apply for paid leave to attend an unplanned or unexpected personal or family situations that require immediate attention, including bereavements as per the Fair Work Act.

Casual staff are entitled to unpaid compassionate/special leave.

Paid Compassionate/special leave will be granted for up to 3 days per occasion that a member of the employee's immediate family or household is ill with a life-threatening illness or upon death of an employee's immediate family or household.

To claim compassionate/special leave an employee will, as soon as reasonably practicable, advise CatholicCare Canberra & Goulburn of her/his inability to attend work and the estimated duration of absence. The employee may, on return to work, be requested to provide satisfactory evidence to verify the leave application.

Additional compassionate/special leave without pay may also be granted in consultation with the delegated officer, as per the Fair Work Act.

7.10 Long Service Leave

CatholicCare Canberra & Goulburn will apply applicable long service leave legislation to the employee (either the ACT Long Service Leave Act 1976, or the NSW Long Service Leave Act 1955 and the ACT Long Service Leave (Portable Schemes) Act 2009 with the exception that:

- Following 10 years of service, Employees will accrue long service leave entitlement at the rate of 3 months for every subsequent 10 years of service
- An employee will be entitled to take pro rata long service leave after 5 years continuous service with CatholicCare Canberra & Goulburn. After 5 years of service employees can access long service after every 12 months of completed service.
- Long Service Leave will accrue on the basis of the number of hours worked by the employee.
- Employees must give 8 weeks' notice prior to taking long service leave, or less by mutual agreement or in exceptional circumstances. The minimum length of long service that can be taken at any one time is 2 weeks.

7.11 Leave without Pay

The delegated officer may at their discretion grant a full time or part time employee an extended leave of absence without pay for a period of up to 12 months provided that:

- The work of the employer is not inconvenienced; and
- All other available leave credits are exhausted with the exception of sick leave, parental leave and dad and partners leave.

An employee may apply for extended leave without pay for study or professional development purposes.

Special consideration will also be given to those with caring responsibilities, ATSI Ceremony and Religious Purposes activities. (See clause 7.15 and 7.16)

Any period that an employee is on leave without pay will not be regarded as a period of

service for accrual entitlements except where unpaid absences total less than two weeks in any year of employment. No leave entitlements will accrue during the period of leave without pay.

7.12 Parental Leave

The relevant statutory provisions under the Fair Work Act 2009 for parental leave will apply. These are attached to the CatholicCare Canberra & Goulburn policy on parental leave.

7.13 Paid Parental Leave (applies to birth and adoption)

An employee who is the primary carer of a newborn or adopted child and who has at least 12 months continuous service with CatholicCare Canberra & Goulburn as either a permanent full time or part time employee is eligible for Paid Parental Leave Payment payable at the date of birth or placement.

This Payment will be taken at a time chosen by the employee but within the period 12 weeks before the expected date of the birth and 12 weeks after the actual date of the birth or placement.

Paid Parental Leave will be paid at 14 weeks at the rate of pay of the employee at the time of commencing the leave, after 12 months of continuous service. This Payment may be taken at half pay over an extended period. Paid Parental Leave counts as service for accrual purposes.

7.14 Paid Parental Partner Leave

An employee who is the secondary carer of a newborn or adopted child and who has at least 12 months continuous service with CatholicCare Canberra & Goulburn as either a permanent full time or part time employee is eligible for Paid Parental Leave Payment payable at the date of birth or placement for 2 weeks (10 Days). Paid Parental Leave counts as service for accrual purposes. Staff will access their personal leave/carers leave entitlements for this leave.

7.15 Community Service Leave

An employee who is required to serve on a jury during his/her ordinary working hours shall, on presentation to the employer of the summons to serve, be granted leave of absence on full pay for the period of jury duty. Any payment received by an employee for jury duty, other than payment of travel expenses, shall be paid to the employer or deducted from the employee's salary. If the employee attends jury duty outside of their normal working hours, they may retain the payment received for this.

An employee must notify the supervisor as soon as possible of the date that she/he is required to attend for jury service. The employee must provide written notice to the supervisor to verify her/his attendance at jury service, the duration of attendance and the amount of jury allowance received.

All other Community Service Leave is provided as per the National Employment Standards.

7.16 Ceremonial Leave

An Aboriginal person or Torres Strait Islander is a person who identifies as such and furthermore is regarded as an Aboriginal person or Torres Strait Islander by members of their community. 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 apply to use up to ten (10) days of unpaid leave entitlement for the purposes of Ceremonial Leave in each year (calendar) period, with the approval of CatholicCare.

Leave taken in accordance with the provisions of this clause shall count as service for all purposes.

7.17 Cultural Leave

An employee may apply to use up to ten (10) days of unpaid leave entitlement for the purposes of Cultural Leave in each 2 year (calendar year) period in order to attend days of religious or cultural significance to the employee.

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 7.16 of this Agreement.

Leave taken in accordance with the provisions of this clause shall count as service for all purposes.

7.18 Domestic Violence Leave

As employees of an organisation committed to the elimination of Domestic violence, CatholicCare Canberra & Goulburn employees experiencing domestic violence have access to domestic violence leave as part of their accrued personal leave entitlements and up to ten (10) additional days of paid leave per annum. This provision is available to all employees, regardless of their gender.

The requirements for supporting information, confidentiality and process are outlined in the CatholicCare Canberra & Goulburn Domestic Violence P&P. Domestic violence leave does not attract leave loading.

8 Termination of Employment

8.1 Termination

Employment may be terminated by either party upon giving notice or in the case of CatholicCare Canberra & Goulburn equivalent payment in lieu of notice in accordance with the table set out below.

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

Payment in lieu of notice is to be paid at what the employee would otherwise have expected to be paid during that period. In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice. Employees over 45 years of age giving notice are not required to give the additional notice.

Notwithstanding the above the employer may terminate the employee summarily, that is, without notice, for serious and wilful misconduct.

8.2 Redundancy/Redeployment

This clause does not apply to a casual employee.

Redundancy occurs where a position or role is no longer required by the employer or the employee's role is substantially altered due to restructuring by the employer.

CatholicCare Canberra & Goulburn shall consult with staff as set out in clause 16- Consultation

The employer may offer a redundant employee an alternate role. Provided the role offered to the employee provides an equivalent remuneration to the redundant role and the employee has sufficient skills to perform the role then, subject to an application to the Fair Work Commission pursuant to section 120 of the Fair Work Act there is no obligation to provide redundancy payment.

If as a result of a position becoming redundant an employee's contract is terminated, then the employee will be entitled to the standard period of notice plus redundancy pay. Redundancy pay is calculated on an employee's period of continuous service:

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

8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	20 weeks' pay

During the notice period, an employee whose position is made redundant may take up to eight (8) paid work hours each week of notice at a mutually convenient time, (which need not be consecutive), to seek other employment.

Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

9 Allowances

The allowance values included in clause 9 - Allowances will apply from the date of approval of this Agreement. These allowance values will be increased in line with, and at the same time as, the general wage increases included in clause 6 of the Agreement.

9.1 Higher Duties Allowance

An employee who is called upon by CatholicCare Canberra & Goulburn to perform the duties of another employee in a higher classification under this agreement for 1 working day or more shall be paid for the period for which duties are assumed at a rate not less than the minimum rate prescribed for the higher grade.

If an employee at Dorothy Sales Cottages is required to be 'In Charge' they will be paid a base rate of pay equivalent to CatholicCare Canberra & Goulburn Classification Level 5 Grade 2. When an employee, other than a Registered Nurse is in charge, arrangements will also be made to have a Registered Nurse on call (see clause 9.4).

9.2 First Aid Officers

An employee who holds a current first aid certificate, and who is required by CatholicCare Canberra & Goulburn to perform as a designated first aid officer at the workplace, shall be paid an allowance of \$17.80 per week or \$3.57 per day whichever is applicable. The allowance will be indexed for the life of the Agreement as set out above.

9.3 Sleepover/Continuous Care Allowance

An employee who is required to sleepover at premises occupied by CatholicCare Canberra & Goulburn clients and to be on call to attend to those clients shall be provided with food and boarding in addition to the \$66.81 per night on call allowance.

All time spent when awakened by a resident or client of CatholicCare Canberra & Goulburn shall 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. All time exceeding 30 minutes shall be paid.

Sleepover period is from 10pm until 6am the following morning. Penalty rates that apply for weekend work (clause 5.6) and shift work (clause 5.7) do not apply to sleepovers.

Work performed in conjunction with a sleepover can be performed either immediately before or immediately after a sleepover.

An employee that is required to provide support continuously away from the client's home for more than 24 hours on a temporary basis shall be entitled to 7.6 hours of ordinary shift rate plus \$143.93 per 24 hour period. No other payment shall be made in such cases.

9.4 On Call Allowance

For Registered Nurses at Dorothy Sales Cottages:

- An employee required to be on call between rostered shifts or ordinary hours Monday to Friday inclusive will be \$33 (rostered on-16 hours) and \$44 (rostered off-24 hours)
- An employee required to be on call between rostered shifts or ordinary hours on a Saturday will be paid \$39 (rostered on-16 hours) and \$52.50 (rostered off-24 hours)
- An employee required to be on call between rostered shift or ordinary hours on a Sunday, public holiday or any day where the employee is not rostered on to work will be paid \$45.50 (rostered on-16 hours) and \$61.50 (rostered off-24 hours)

The whole of an on call period is calculated according to the day on which the major portion of the on call period falls.

For services other than Dorothy Sales Cottages:

- An employee required to be on-call during the period commencing from the time of finishing ordinary hours on a Monday and the completion of ordinary hours on Friday shall be entitled to either two hours' time in lieu or be paid an allowance equal to two hours ordinary pay for any specified 24 hour or part thereof at the discretion of the Manager.
- An employee required to be on call during the period commencing after completion of ordinary hours on Friday and the commencement of ordinary hours on Monday or on a public holiday shall be entitled to either four hours' time in lieu or be paid an allowance equal to four hours ordinary pay for any specified 24 hour or part thereof.

9.5 Tool Allowance

An Employee who is employed as a maintenance officer who is authorised to use their own tools shall receive an allowance shall be paid an allowance of \$14.16 per week. This amount shall be indexed for the life of the agreement.

9.6 Clinical Supervision

- a) Student & Family Counsellors will be required to accept supervision as provided and approved by the employer.

- b) Counsellors at Level 2 providing supervision to other Student & Family Counsellors will be paid at the Level 3 Grade 1 Student & Family Counsellor pay rate for the time spent providing the supervision.
- c) A Counsellor providing supervision may also apply for classification as a Level 3 Grade 1 School Counsellor (that is in relation to all hours worked including where supervision is not provided). To be eligible the counsellor must:
 - Have successfully operated at the Level 2 Grade 5 over a 12 month period and completed a performance appraisal for that role.
 - Have completed an approved supervision course and meet all their CPD requirements.
 - Be a member of their professional body (AASW / APS) – new staff will be expected to be members at the time of their employment and current staff will have a 2 year transition period.
 - Be willing to provide supervision across the agency outside of their current contract hours as a Student & Family Counsellor.
 - Be willing to provide a minimum of 2 supervision sessions per week to the wider organisation. This supervision will occur Monday to Friday between 9am – 5pm.
- d) Payment will be made for a 60 minute supervision session inclusive of administration. Staff will also be paid for mileage costs for travel as well as travel time.

For further information, refer to the **Guidelines for the CatholicCare Canberra & Goulburn Student & Family Counsellors Level 3 Supervision Positions.**

10 Dispute Resolution

10.1 In the event of a dispute about:

- (a) a matter under this Agreement; and/or
- (b) a matter arising under the NES;

the following procedure shall be followed.

STEP 1

- 10.2 In the first instance the parties must attempt to resolve the matter at the workplace by discussions between the Employee or Employees concerned and the relevant supervisor, where appropriate. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner through collaborative discussions between the Employee or Employees concerned and senior management as appropriate. These discussions should consider the following factors in attempting to resolve the dispute:
- (a) providing high quality services to clients;
 - (b) the pastoral, safety and wellbeing needs of clients and staff; and
 - (c) the impact of any resolution on other Employees.

STEP 2

- 10.3** If a dispute about a matter arising under this Agreement or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 10.2 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission (FWC).
- 10.4** The FWC may deal with the dispute in two stages:
- (a) The FWC 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 FWC is unable to resolve the dispute at the first stage, the FWC may then, on application of either party:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

(Note: if the FWC arbitrates the dispute, it may also use the powers that are available to it under the Fair Work Act (Act). A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Div 3 of part 5-1 of the Act. Therefore, an appeal may be made against the decision).

- 10.5** An Employer or Employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause. Where the Employee appoints the Union, the Union shall be a party to the dispute.
- 10.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable occupational health and safety legislation, an Employee must not unreasonably fail to comply with a direction by the Employer to perform work, whether at the same or another workplace that is safe and appropriate for the Employee to perform.

11 Classification structure

On commencing employment all employees will be designated in accordance with the classification structures at Appendices 1 and 2 as relevant to the new employee's job.

12 Progression through Classification Structure

12.1 Incremental Progression

At the conclusion of each 12 month period following the date of entry into a classification level, employees shall be eligible for incremental progression within level if:

- i. The employee has given satisfactory performance over the preceding 12 months; or
- ii. Where an employer does not review the performance and development of an employee within two months after the 12 month anniversary date mentioned below in clause "12.2 Staff Development Performance Review", the employee shall progress automatically within his/her classification level except where an adverse report is received by the employer regarding performance.

In cases where a performance review is delayed and there is not an adverse review, the anniversary increment date shall not be changed and advancement to a higher increment, if any, will be paid retrospectively to the anniversary date.

In the case of an adverse performance review, incremental progression will be delayed until performance is satisfactory and a new increment date will be set as the date on which the performance is assessed as satisfactory.

With the exception of registered Nurses, movement to a higher level shall occur by way of promotion or reclassification. Registered Nurses will progress from CatholicCare Canberra & Goulburn Level 4 to Level 5 based on years of service.

For Assistants in Nursing, incremental progression from Level 2 Grade 3 to Level 2 Grade 4 will only occur upon completion of Certificate III, regardless of increment date.

For Disability Support Workers at Dorothy Sales Cottages incremental progression from Level 2 Grade 1 to Level 2, Grade 2 will only occur upon completion of Certificate III, regardless of increment date. Progression to Level 2 Grade 3 will occur 12 months after this date. Incremental progression from Level 2 Grade 3 to Level 2 Grade 4 will only occur upon completion of Certificate IV.

For Community Disability Support Workers progression from a Level 2 to Level 3 will only occur after completion of a relevant tertiary qualification or after 12 months satisfactory performance at Level 2 Grade 3.

12.2 Staff Development/Performance Review

An annual Staff Development/Performance Review shall be conducted by the employee's supervisor for all employees. The review shall be confidential and without limiting the scope is intended to identify:

- current performance;
- the performance objectives required;
- career development;
- the current training needs to be undertaken to meet individual and organisation objectives in both the short and long term and to enable an employee to meet the standards of his/her existing position;
- any development and expansion anticipated by the employer for the employee in his/her position both in the short term and the longer term;
- the new or enhanced skills required by the employer, if any, together with proposed competency levels required where appropriate;
- Prior learning, training, education, skills and experience will be recognised.

An employee who has been absent on leave without pay in excess of three months in aggregate of a 12 month period shall have the review delayed by the period of absence.

13 Study Assistance

To encourage employees to develop their skills CatholicCare Canberra & Goulburn may provide support to permanent employees who undertake external studies relevant to CatholicCare Canberra & Goulburn's work. The study must be at recognised and accredited institutions. A full time employee undertaking such study may apply for up to a maximum of

76 hours paid study leave per year, pro rata for part time employees. Unused study leave may not be carried over to subsequent years.

Applications should be made to Human Resources who shall make a decision in consultation with the relevant Program Director.

14 Workplace Accident Make-Up Pay

In the event of employee workplace accident or injury, where there is a shortfall or difference between ordinary remuneration for an employee in the immediate 32 week period after the date of an injury and any compensation paid to the employee pursuant to applicable workers compensation legislation, CatholicCare Canberra & Goulburn will provide payment to the affected employee to make-up for the difference.

CatholicCare Canberra & Goulburn will not be obliged to provide make-up pay where the employee receives a lump sum payment in lieu of weekly compensation payments.

Workplace Accident make up pay will be included for the purposes of calculating employer superannuation contributions.

15 Superannuation

CatholicCare Canberra & Goulburn will make superannuation contributions for all earnings (without taking into account any salary packaging arrangements) except payments for overtime and termination payments.

All contributions will adhere to current legislation.

15.1 Default Fund

CatholicCare Canberra & Goulburn shall provide each new employee upon commencement of employment with information on the default superannuation fund. The employee shall then have 28 days to complete the information required and CatholicCare Canberra & Goulburn shall then forward the employee's details to the employee's fund of choice.

In the event that the employee does not select a fund of their choice, CatholicCare Canberra & Goulburn will then forward superannuation contributions to the default fund. The default fund for the purposes of this Agreement is Catholic Super subject to that fund offering a My Super product.

16 Consultation Clause

16.1 Employer to notify

- (a) This term applies if an employer:
 - (i) has made a definite decision to introduce a major change in production, program, organisation, structure or technology that is likely to have significant effects on employees, or
 - (ii) proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- (b) Significant effects include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of

employees to other work or locations; and the restructuring of jobs. Provided that where this Agreement makes provision for a major change to production, program, organisation, structure or technology the requirements in paragraph 16.1 (c) and paragraphs 16.2 (a), 16.2 (c) and 16.2 (e) do not apply.

- (c) For a major change referred to in paragraph (a) above, the employer must notify relevant employees of the decision to introduce the major change and subclause 16.2 applies.

16.2 Employer to discuss change

- (a) The relevant employees may appoint a representative for the purposes of the procedure in this clause.
- (b) If a relevant employee, or relevant employees, appoints a representative for the purposes of consultation, and the employee or the employees advise the employer of the identity of the representative, the employer must recognise the representative.
- (c) As soon as practicable after making the decision, the employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 16.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (d) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.
- (e) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (f) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

16.3 Changes to Regular Roster or Ordinary Hours of Work

- (a) For a change referred to in subparagraph 16.1 (a) (ii) of this clause, the employer must notify relevant employees of the proposed change and this subclause 16.3 applies.
- (b) The relevant employees may appoint a representative for the purpose of the procedures in this clause.
- (c) If a relevant employee appoints, or relevant employees appoint, a representative for the purpose of consultation, and the employee or employees advise the employer of the identity of the representative, the employer must recognise the representative.
- (d) As soon as practicable after proposing to introduce the changes, the employer must:
 - (i) Discuss with the relevant employees the introduction of the change; and
 - (ii) For the purpose of the discussion, the employer provide to the relevant employees, all relevant information about the change including the nature of the change, information about the what the employer reasonably believes will be the effects of the change on employees and information about any other matter that the employee reasonably believe are likely to affect employees; and
 - (iii) 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).
- (e) However, the employee is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (f) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

17 Work Health and Safety

CatholicCare Canberra & Goulburn and all its employees will comply with applicable Work Health and Safety legislation.

18 Individual Flexibility Agreements

CatholicCare Canberra & Goulburn and an employee covered by this agreement may agree to make individual flexibility arrangements to vary the effect of terms of the agreement if:

- (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) over time rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
- (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the employer and employee.

CatholicCare Canberra & Goulburn must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Act; and
- (b) are not unlawful terms under section 194 of the Act; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

CatholicCare Canberra & Goulburn must ensure that the Individual Flexibility Arrangement:

- (a) is in writing; and
- (b) includes the name of the employer and employee; and
- (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
 - (i) the terms of the agreement that will be varied by the arrangement; and
 - (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.

CatholicCare Canberra & Goulburn must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

CatholicCare Canberra & Goulburn or employee may terminate the individual flexibility arrangements:

- (a) By giving no more than 28 days written notice to the other party to the arrangement;
- or
- (b) If the employer and employee agree in writing – at any time.

19 No Extra Claims

The parties agree that the wage increases and other improvements in conditions of employment provided for in this agreement are in settlement of all existing claims made by the unions for the life of this agreement. Notwithstanding, the parties to the agreement agree to commence negotiations not less than six months prior to the expiration of this agreement on the terms of future agreement matters.

The parties agree that the wage increases and other improvements in conditions of employment provided for in this agreement are in lieu of any improvements in wages or conditions of employment provided for under any decision of Fair Work Commission handed down prior to or during the life of this agreement and no claim can be made for such increases during or after the life of this agreement and no claim can be made for such increases during or after the life of this agreement.

Attachment 1- Salaries and Rates of Pay

(a) Employees other than Student and Family Counsellors

Employee Classification	Amount per annum from 1 July 2017 (\$)	Amount per hour from 1 July 2017 (\$)	Amount per annum from 1 December 2017 (\$) as per ERO	Amount per hour from 1 December 2017 (\$) as per ERO	Amount per annum from 1 July 2018 (\$)	Amount per hour from 1 July 2018 (\$)
Level 1, Grade 1	39,283	19.88	39,283	19.88	40,666	20.58
Level 1, Grade 2	40,620	20.56	40,627	20.56	42,030	21.27
Level 1, Grade 3	42,069	21.29	42,069	21.29	43,551	22.04
Level 2, Grade 1	47,444	24.01	48,531	24.56	50,230	25.42
Level 2, Grade 2	48,926	24.76	50,032	25.32	51,791	26.21
Level 2, Grade 3	50,428	25.52	51,574	26.10	53,372	27.01
Level 2, Grade 4	51,771	26.20	52,937	26.79	54,794	27.73
Level 3, Grade 1	53,561	27.11	54,636	27.65	57,383	29.04
Level 3, Grade 2	54,929	27.80	56,079	28.38	59,141	29.93
Level 3, Grade 3	56,237	28.46	57,363	29.03	60,643	30.69
Level 4, Grade 1	60,113	30.42	61,750	31.25	63,924	32.35
Level 4, Grade 2	61,665	31.21	63,370	32.07	65,583	33.19
Level 4, Grade 3	63,173	31.97	64,931	32.86	67,204	34.01
Level 4, Grade 4	64,635	32.71	66,413	33.61	68,834	34.84
Level 5, Grade 1	67,136	33.98	69,437	35.14	73,171	37.03
Level 5, Grade 2	68,587	34.71	70,938	35.90	74,870	37.89
Level 5, Grade 3	70,188	35.52	72,578	36.73	76,708	38.82
Level 5, Grade 4	72,776	36.83	75,424	38.17	78,072	39.51
Level 6, Grade 1	72,776	36.83	75,424	38.17	78,072	39.51
Level 6, Grade 2	74,396	37.65	77,104	39.02	79,889	40.43
Level 6, Grade 3	75,997	38.46	78,763	39.86	81,747	41.37
Level 6, Grade 4	77,607	39.27	79,969	40.47	81,984	41.49
Level 7, Grade 1	79,484	40.22	82,162	41.58	85,027	43.03
Level 7, Grade 2	81,767	41.38	84,336	42.68	87,300	44.18
Level 7, Grade 3	82,814	41.91	85,600	43.32	88,584	44.83
Level 8, Grade 1	87,438	44.25	90,027	45.56	93,188	47.16
Level 8, Grade 2	90,343	45.27	92,694	46.91	95,935	48.55
Level 8, Grade 3	91,410	46.26	93,979	47.56	97,278	49.23

*All Registered Nurses Year 5 to Year 8 will be paid an on shift payment in addition to normal wage rates, and will be subject to the same penalty and shift allowances that apply to the wages rates shown in the table. The shift payments are:

Classification Level	Shift payment (per annum) from 1 July 2016 2 % increase	Shift payment (per annum) from 1 July 2017 2 % increase	Shift payment (per annum) from 1 July 2018 2 % increase
Level 5, Grade 1 RN, Year 5	1,184	1,208	1,232
Level 5, Grade 2 RN, Year 6	1,445	1,474	1,503
Level 5, Grade 3 RN, Year 7	1,642	1,675	1,708
Level 5, Grade 4 RN, Year 8	1,707	1,741	1,775

Hourly rate for RN's	Amount per annum from 1 July 2017 (\$) 2 % increase	Amount per hour from 1 July 2017 (\$)	Amount per annum from 1 December 2017 (\$) 2 % increase	Amount per hour from 1 December 2017 (\$)	Amount per annum from 1 July 2018 (\$) 2 % increase	Amount per hour from 1 July 2018 (\$)
RN, Year 5	68,344	34.5869	70,645	35.7514	72,058	36.4664
RN, Year 6	70,061	35.4559	72,412	36.6457	73,860	37.3786
RN, Year 7	71,863	36.3678	74,253	37.5773	75,738	38.3288
RN, Year 8	74,517	37.7111	77,165	39.0512	78,708	39.8322

(b) Student and Family Counsellors

Employee Classification	Amount per annum from 1 July 2017 (\$) 2% increase	Amount per hour from 1 July 2017 (\$)	Amount per annum from 1 July 2018 (\$) 2% increase	Amount per hour from 1 July 2018 (\$)	Amount per annum from 1 July 2019 (\$) 2% increase	Amount per hour from 1 July 2019 (\$)
S&FC Level 1, Grade 1	67,144	33.9800	73,171	37.0300	74,634	37.7706
S&FC Level 1, Grade 2	68,587	34.7100	74,870	37.8900	76,368	38.6478
S&FC Level 1, Grade 3	71,202	36.0333	76,708	38.8200	78,242	39.5964
S&FC Level 1, Grade 4	74,743	37.8256	78,072	39.5100	79,633	40.3002
S&FC Level 2, Grade 1	76,401	38.6644	79,889	40.4300	81,487	41.2386
S&FC Level 2, Grade 2	78,721	39.8385	80,295	40.6353	81,901	41.4480
S&FC Level 2, Grade 3	80,921	40.9520	82,539	41.7710	84,190	42.6064
S&FC Level 2, Grade 4	82,857	41.9319	84,514	42.7703	86,204	43.6257
S&FC Level 2, Grade 5	85,380	43.2087	87,088	44.0727	88,829	44.9542
S&FC Level 3, Grade 1	90,431	45.7645	92,240	46.6800	94,084	47.6136
S&FC Level 3, Grade 2	98,230	49.7118	100,195	50.7058	102,198	51.7199

SIGNATORIES TO AGREEMENT



Signed for and on behalf of
CatholicCare Canberra & Goulburn

Melissa McCarthy – Director People & Culture
57 Hicks Street, Red Hill ACT 2603

Printed Name, Title and Address

Date: 20th July, 2018

SIGNATORIES TO AGREEMENT

M. McCarthy

Signed for and on behalf of
CatholicCare Canberra & Goulburn

Melissa McCarthy – Director People & Culture
 57 Hicks Street, Red Hill ACT 2603

Printed Name, Title and Address

Date: 20th July, 2018

Signed for and on behalf of the Independent Education Union of Australia as bargaining representative for employees	
Signature of Representative	<i>GATaylor</i>
Name of Representative (print)	GLORIA ANN TAYLOR
Address of Representative Officer	485-501 Wattle St. ULTIMO 2007
Office Held	DEPUTY SECRETARY (NSW/ACT BRANCH)
In presence of	
Signature (witness)	<i>CA</i>
Name of witness (print)	CAROL MATTHEWS .

APPENDIX 1

Classification Structure – Employees Other Than Student and Family Counsellors

CATHOLICCARE CANBERRA & GOULBURN WORKER LEVEL 1

Characteristics of this level

A person employed as a CatholicCare Canberra & Goulburn Worker Level 1 shall work under close direction and undertake routine activities which require the practical application of basic skills and techniques.

General features of work in this category 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.

Freedom to act is limited by standards and procedures. However, with experience, employees at this level may have sufficient freedom to exercise judgement in the planning of his/her own work within those confines.

Positions at this level will involve employees in extensive on-the-job training including familiarisation with the goals and objectives of the workplace.

Employees will be responsible for the time management of his/her work and required to use basic numeracy, written and verbal communication skills.

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.

At this level, employers are expected to offer substantial internal and/or external training.

Responsibilities

To contribute to the operation objectives of the work areas, a position at this level may include some of the following inputs or those of a similar value:

- Undertake routine activities of a clerical and/or support nature;
- Undertake straightforward operation of keyboard equipment including data input and basic word processing at a basic level;
- Provide routine information including general reception and telephonist duties;
- Provide general stenographic duties;
- Apply established practices and procedures;
- Undertake routine office duties involving filing and maintenance of an existing records system.

Requirements of the job

Some or all of the items in the following three headings are needed to perform work at this level.

Skills, knowledge, experience, qualifications and/or training

- Developing knowledge of the workplace function and operation;
- Basic knowledge of administrative practices and procedures relevant to the workplace
- A developing knowledge of work practices and policies of the relevant work area;
- Basic numeracy, written and verbal communications skills relevant to the work area;
- No formal qualifications are required;
- It is desirable the employees at this level are studying for an appropriate certificate or undertaking either internal or external training relevant to the work area.

Organisational relationships

Work under direct supervision.

Extent of authority

- Work outcomes are closely monitored;
- Freedom to act limited by standards and procedures;
- Solutions to problems found in established procedures and instructions with assistance readily available;
- Project completion according to instructions and established procedures;
- No scope for interpretation.

CATHOLICCARE CANBERRA & GOULBURN WORKER LEVEL 2

Characteristics of this level

A person employed as a CatholicCare Canberra & Goulburn Worker Level 2 shall work under regular direction within clearly defined guidelines and undertake a range of activities requiring the application of acquired skills and knowledge.

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.

Employees will be expected to have an understanding of work procedures relevant to his/her work area and may provide assistance to lower classified employees or volunteers concerning established procedures to meet the objectives of a minor function.

Employees will be responsible for managing time; planning and organising his/her own work and may be required to oversight 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.

Responsibilities

To contribute to the operational objectives of the workplace, a position at this level may include some of the following inputs or those of a similar value:

- Undertake a range of activities requiring the application of established work procedures and may exercise limited initiative and/or judgement within clearly established procedures and/or guidelines;
- Achieve outcomes which are clearly defined;
- Assist senior employees with special projects;
- Perform elementary tasks within a community service programme requiring knowledge of established work practices and procedures relevant to the work area;
- Operate a computer and/or programs and peripheral equipment - initiate corrective action at an elementary level;
- Operate a word processor and/or other business software and be conversant with and utilise the functions of those systems and be proficient in their use;
- Operate a desk top publisher at a routine/basic level;
- Provide secretarial support requiring the exercise of sound judgement, initiative, confidentiality and sensitivity in the performance of work;
- Perform tasks of a sensitive nature including the provision of more than routine information, the receiving and accounting for moneys and assistance to clients;
- Assist with administrative functions.

Requirements of the job

Some or all of the items in the following three headings are needed to perform work at this level.

Skills, knowledge, experience, qualifications and/or training

- Basic skills in oral and written communication with clients and other members of the public;
- Knowledge of established work practices and procedures relevant to the workplace;

- Knowledge of policies and regulations relating to the workplace;
- Understanding of clear but complex rules;
- Application of techniques relevant to the workplace;
- Developing knowledge of statutory requirements relevant to the workplace;
- Understanding of basic computing concepts;
 - or appropriate certificate relevant to the work required to be performed;
 - or will have attained through previous experience in a relevant industry, service or an equivalent level of expertise and experience to undertake the range of activities required;
 - or qualifications accepted as both relevant and equivalent;
 - or appropriate on-the-job training and relevant experience.

Organisational relationships

- Work under regular supervision.
- Provide guidance to a limited number of lower classified employees or volunteers.

Extent of authority

- Work outcomes are monitored;
- Have freedom to act within defined established guidelines;
- Solutions to problems may require the exercise of limited judgement, with guidance to be found in procedures, precedents and guidelines. Assistance will be available when problems occur;
- Graduates receive instructions.

CATHOLICCARE CANBERRA & GOULBURN WORKER LEVEL 3

Characteristics of this level

A person employed as a CatholicCare Canberra & Goulburn Worker Level 3 shall work under general direction in the application of procedures, methods and guidelines which are well established.

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

Employees may receive instruction on the broader aspects of the work. In addition, employees may provide assistance to lower classified employees.

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 his/her own particular work programme or project.

At this level, employees may be required to supervise lower classified staff or volunteers in his/her day to day work. Employees with supervisory responsibilities may undertake some complex operational work and may undertake planning and co-ordination of activities within a clearly defined area of the organisation. Employees will be responsible for managing and planning his/her own work.

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.

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. He/she may be required to supervise more than one component of the work programme of the organisation.

Responsibilities

To contribute to the operational objectives of the workplace, a position at this level may include some of the following inputs or those of a similar value:

- Undertake responsibility for various activities in a specialised area;
- Exercise responsibility for a function within the organisation;
- Allow the scope for exercising initiative in the application of established work procedures;
- Assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of such an employee within the workplace;
- Receive, allocate and prepare for processing accounts and invoices approved for payment;
- Provide secretarial and/or administrative support requiring a high degree of judgement, initiative, confidentiality and sensitivity in the performance of work;
- Assist with or provide a range of records management services, however the responsibility for the records management service would not rest with the employee;
- Proficient in the operation of the computer to enable modification and/or correction of computer software systems or packages and/or identification of operation problems. This level could include system administrators in small to medium sized organisations

- whose responsibility includes the security/integrity of the system;
- Apply computing programming knowledge and skills in systems development, maintenance and implementation under direction of a senior employee;
- Provide a service utilising the full functions of a desk top publisher;
- Supervise a limited number of lower classified employees or volunteers;
- Allow the scope for exercising initiative in the application of established work procedures;
- Deliver single stream training programmes;
- Co-ordinate elementary service programmes;
- Provide assistance to senior employees;
- Where prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
 - Undertake some minor phase of a broad or more complex assignment;
 - Perform duties of a specialised nature;
 - Provide a range of information services;
 - Plan and co-ordinate elementary community-based projects or programmes;
 - Perform moderately complex functions including social planning, demographic analysis, survey design and analysis;

Requirements of the job

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

Skills, knowledge, experience, qualifications and/or training

- For Enrolled Nurses the health professional requirements are mandatory
- Thorough knowledge of work activities performed within the organisation;
- Sound knowledge of procedural methods of the organisation;
- May utilise professional or specialised knowledge;
- Working knowledge of guidelines of statutory requirements relevant to the organisation;
- Ability to apply computing concepts;

The prerequisite for entry to this level would be:

- Entry level three year degree; the entry level for holders of a relevant three year degree shall be the first incremental level;
- Entry level four year degree; the entry level for holders of a relevant four year degree shall be the second incremental level;
- or Associate Diploma with experience;
- or Advanced Certificate in Community Services with experience or its equivalent;
- or attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required.

Organisational relationships

- Graduates work under direct supervision;
- Works under general supervision;
- Operate as a member of a team;
- Supervision of other employees.

Extent of authority

- Receive instructions on the broader aspects of the work;
- Freedom to act within defined established practices - that is, freedom to arrange work in manner employee feels most comfortable with provided there is no change to defined established work practices;

- May set outcomes or objectives for specific projects;
- Problems can usually be solved by reference to procedures, documented methods and instructions. Assistance is available when problems occur.

CATHOLIC CARE CANBERRA & GOULBURN WORKER LEVEL 4

Characteristics of this level

A person employed as a CatholicCare Canberra & Goulburn Worker Level 4 shall 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.

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

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

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

Employees will be expected to set outcomes and further develop work methods where general work procedures are not defined.

Graduates with a four year degree will progress to the first incremental step of this level after one year of satisfactory service at level 3 is completed and will progress to the third incremental step following an additional year of satisfactory service.

Responsibilities

To contribute to the operational objectives of the workplace, a position at this level may include some of the following inputs or those of a similar value:

- Undertake activities which may require the employee to exercise judgement and/or contribute critical knowledge and skills where procedures are not clearly defined;
- Perform duties of a specialised nature requiring the development of expertise over time or previous knowledge;
- Identification of specific or desired performance outcomes;
- Contribute to interpretation and administration or areas of work for which there are no clearly established procedures;
- Expected to set outcomes and further develop work methods where general work procedures are not defined and could exercise judgement and contribute critical knowledge and skills where procedures are not clearly defined;
- Although still under general direction, there is a greater scope to contribute to the development of work methods and the setting of outcomes. However, these must be within the clear objections of the organisation and within budgetary constraints;
- Provide administrative support of a complex nature to senior employees;
- Exercise responsibility for various functions within a work area;
- Provide assistance on grant applications including basic research or collection of data;
- Undertake a wide range of activities associated with programme, activity of service delivery;
- Develop, control and administer a records management service for the receipt, custody, control, preservation and retrieval of records and related material;
- Undertake computer operations requiring technical expertise and experience and may

exercise initiative and judgement in the application of established procedures and practices;

- Apply computer programming knowledge and skills in systems development, maintenance and implementation;
- Provide a reference and research information service and technical service including the facility to understand and develop technologically based systems;
- Where the prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
 - Liaise with other professionals at a technical/professional level;
 - Discuss techniques, procedures and/or results with clients on straightforward matters;
 - Lead a team within a specialised project;
 - Provide a reference, research and/or technical information service;
 - Carry out a variety of activities in the organisation requiring initiative and judgement in the selection and application of established principles, techniques and methods;
 - Perform a range of planning functions which may require exercising knowledge of statutory and legal requirements;
 - Assist senior employees with the planning and co-ordination of a community programme of a complex nature.

Requirements of the job

Some or all of the items in the following three headings are needed to perform work at this level.

Skills, knowledge, experience, qualifications and/or training

- For Registered Nurses the health professional requirements are mandatory.
- Knowledge of statutory requirements relevant to work;
- Knowledge of organisation policies and activities;
- Knowledge of the role of the organisation and its services and/or functions;
- Specialists require an understanding of the underlying principles in the discipline;
- Sound discipline knowledge gained through previous experience, training or education;

The prerequisites for entry to this level would be:

- Relevant four year Degree with two years' relevant experience;
- or Three year Degree with three years of relevant experience;
- or Associate Diploma with relevant experience;
- or Lesser formal qualifications with substantial years of relevant experience;
- or Attained through previous appointments, service and/or study, an equivalent level of expertise and experience to undertake a range of activities;
- Employees undertaking specialised services shall be promoted to this level once they have had the appropriate experience and undertake work related to the responsibilities under this level;
- Employees working as sole employees shall commence at this level.

Organisational relationships

- Works under general direction;
- Supervises other staff and/or volunteers or works in a specialised field.

Extent of authority

- Required to set outcomes within defined constraints;
- Provides specialist/technical advice;

- 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;
- Solutions to problems generally found in precedents, guidelines or instructions;
- Assistance usually available.

CATHOLICCARE CANBERRA & GOULBURN WORKER LEVEL 5

Characteristics of this level

A person employed as a CatholicCare Canberra & Goulburn Worker Level 5 shall 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.

Employees adhere to established work practices. However, they may be required to exercise initiative and judgement where practices and direction are not clearly defined.

General features at this level indicate involvement in establishing organisation programmes 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.

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 workflows in their area of responsibility which may include establishing work programs in small organisations.

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.

Employees responsible for projects and/or functions will be required to establish outcomes to achieve organisational goals. Specialists may be required to provide multi-disciplinary advice.

Responsibilities

To contribute to the operational objectives of the workplace, a position at this level may include some of the following inputs or those of a similar value:

- Responsibility for a range of functions within the organisation requiring a high level of knowledge and skills;
- Undertake responsibility for a moderately complex project, including planning, co-ordination, implementation and administration;
- Undertake a minor phase of a broader or more complex professional assignment;
- Assist with the preparation of or prepare organisation or programme budgets in liaison with management;
- Set priorities and monitor workflow in the areas of responsibility;
- Provide expert advice to employees classified at lower levels and/or volunteers;
- Exercise judgement and initiative where procedures are not clearly defined;
- Understanding of all areas of computer operation to enable the provision of advice and assistance when non-standard procedures/processes are required;
- Monitor and interpret legislation, regulations and other agreements relating to occupational health and safety, workers' compensation and rehabilitation;
- 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;

- Undertake publicity assignments within the framework of the organisation's publicity and promotions programme. Such assignments would be of limited scope and complexity but would involve the co-ordination of facets of the total programme including media liaison, design and layout of publications/displays and editing;
- 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;
- Undertake duties that require knowledge of procedures, guidelines and/or statutory requirements relevant to the organisation;
- Plan, co-ordinate, implement and administer the activities and policies including preparation of budgets;
- Develop, plan and supervise the implementation of educational and/or developmental programmes for clients;
- Plan, co-ordinate and administer the operation of a multi-functional service including financial management and reporting;
- Where the prime responsibility lies in professional services, employees at this level would undertake at least some of the following:
 - Under general direction undertake a variety of tasks of a specialised and/or detailed nature;
 - Exercise professional judgement within prescribed areas;
 - Carry out planning, studies or research for particular projects including aspects of design, formulation of policy, implementation or procedures and presentation;
 - Provide reports on progress of programme activities including recommendations;
 - Exercise a high level of interpersonal skills in dealing with the public and other organisations;
 - Plan, develop and operate a community service organisation of a moderately complex nature.

Requirements of the job

Some or all of the items in the following three headings are needed to perform work at this level.

Skills, knowledge, experience, qualifications and/or training

- For Registered Nurses the health professional requirements are mandatory.
- Knowledge of organisational programmes, policies and activities;
- Sound discipline knowledge gained through experience;
- Knowledge of the role of the organisation, its structure and services;

The prerequisites for entry to this level would be at least level 4 requirements plus:

- Relevant Degree with relevant experience;
- or Associate Diploma with substantial experience;
- or Qualifications in more than one discipline;
- or Less formal qualifications with specialised skills sufficient to perform at this level;
- or Attained through previous appointments, service and/or study an equivalent level of experience and expertise to undertake the range of activities required.

Organisational relationships

- Work under general direction;
- Supervise other employees and/or volunteers.

Extent of authority

- Exercise a degree of autonomy;
- Control projects and/or programmes;
- Set outcomes for lower classified staff;
- Establish priorities and monitor workflow in areas of responsibility;
- Solutions to problems can generally be found in documented techniques, precedents and guidelines or instructions. Assistance is available when required.

CATHOLICCARE CANBERRA & GOULBURN WORKER LEVEL 6

Characteristics of this level

A person employed as a CatholicCare Canberra & Goulburn Worker Level 6 shall operate under limited direction from senior employees or management and undertake a range of functions for which operational policies, practices and guidelines need to be developed.

General features at this level allow employees the scope to influence the operational activities of the organisation and would require employees to be involved with establishing operational procedures which impact upon the organisation and/or the sections of the community served by it. Employees at this level will be expected to contribute to management of the organisation or a section thereof, assist or prepare budgets, establish procedures and work practices. Employees will be involved in the formation of programmes and work practices and will be required to provide assistance and/or expert advice to other employees. Employees may be required to negotiate matters on behalf of the organisation.

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

Employees may exercise managerial responsibility, work independently as specialists or may be a senior member of a single discipline project team or provide specialist support to a range of programmes 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 judgement; delegated authority; and the provision of expert advice.

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

Responsibilities

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

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

- Provide a consultancy service for a range of activities and/or to a wide range of clients;
- Where the prime responsibility lays in a specialised field an employee at this level would undertake at least some of the following:
 - Provide support to a range of activities or programmes;
 - Control and co-ordinate projects;
 - Contribute to the development of new procedures and methodology;
 - Provide expert advice/assistance relevant to the work area;
 - Supervise/manage the operation of a work area and monitor work outcomes;
 - Supervise on occasions other specialised staff;
 - Supervise/manage the operation of a discrete element which is part of a larger organisation;
 - Provide consultancy services for a range of activities.

Requirements of the job

Some or all of the items in the following three headings are needed to perform work at this level.

Skills, knowledge, experience, qualifications and/or training

- Comprehensive knowledge of organisation policies and procedures;
- Specialist skills and/or supervision/management abilities exercised within a multi-disciplinary or major single function operation;
- Specialist knowledge gained through experience, training or education;
- Appreciation of the long term goals of the organisation;
- Detailed knowledge of programme activities and work practices relevant to the work area;
- Knowledge of organisation structures and functions;
- Comprehensive knowledge of requirements relevant to the discipline;

The prerequisites for entry to this level would be at least level 5 requirements plus:

- Degree with substantial experience;
- or Post Graduate qualification;
- or Associate Diploma with substantial experience;
- or 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;
- Works under limited direction from senior employees of the Committee of Management or Board;
- Supervision of staff.

Extent of authority

- Exercise a degree of autonomy;
- May manage a work area or medium to large organisation or multi-worksite organisation;
- Has significant delegated authority; selection of methods and techniques based on sound judgement;
- Manage significant projects and/or functions;
- Solutions to problems can generally be found in documented techniques, precedents, or instructions; advice available on complex or unusual matters.

CATHOLIC CARE CANBERRA & GOULBURN WORKER LEVEL 7

Characteristics of this level

A person employed as a CatholicCare Canberra & Goulburn Worker Level 7 shall 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.

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.

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.

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.

In addition positions at this level may be identified by the level of responsibility for decision-making, the exercise of judgement and delegated authority and the provision of expert advice.

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.

Graduates employed with and required to perform duties relevant to their tertiary qualification shall progress to this level once they have completed three years' satisfactory service at level 6 and undertake work related to the responsibilities under this level.

Responsibilities

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

- Undertake managerial or specialised functions under a wide range of conditions to achieve results in line with divisional/corporate goals;
- 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;
- Develop work practices and procedures for various projects;
- Establish work area outcomes;
- Prepare budget submissions for senior officers and/or the organisation;
- Develop and implement significant operational procedures;
- Review operations to determine their effectiveness;
- Develop appropriate methodology and apply proven techniques in providing specialised services;
- Where prime responsibility lies in a professional field an officer at this level:
 - Controls and co-ordinates projects/programs within an organisation in accordance with corporate goals;
 - Provides a consultancy service to a wider range of clients;

- Functions may involve complex professional problem solving;
- Provides advice on policy method and contribute to its development.

Organisational relationships

- Works under limited supervision;
- Normally supervises other employees and establish and monitor work outcomes.

Extent of authority

- May manage section or organisation;
- Has significant delegated authority;
- Selection of methods and techniques based on sound judgement. (Guidance not always readily available within the organisation.) Decisions and actions taken at the level may have significant effect on programme/project/work areas being managed.

Requirements of the job

Some or all of the items in the following three headings are needed to perform work at this level.

Skills, knowledge, experience, qualifications and/or training

- Comprehensive knowledge of policies and procedures;
- Application of a high level of discipline knowledge;
- 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;
- The prerequisites for entry to this level would be at least level 6 requirements plus:
 - Lesser formal qualifications with acquisition of considerable skills and extensive relevant experience to an equivalent standard; or
 - A combination of experience, expertise and competence sufficient to perform the duties required at this level.

CATHOLICCARE CANBERRA & GOULBURN WORKER LEVEL 8

Characteristics of this level

A person employed as a CatholicCare Canberra & Goulburn Worker Level 8 is subject to broad direction from senior officers and shall exercise managerial responsibility for the organisation's relevant activity. In addition, employees may operate as a senior specialist providing multi-functional advice to either various departments or directly to the organisation.

A person employed as a CatholicCare Canberra & Goulburn Worker Level 8 shall be subject to broad direction from management/the employer and exercise managerial responsibility for an organisation. In addition, employees may operate as a senior specialist providing multi-functional advice to other professional employees, the employer, Committee or Board of Management.

General features of this level require the employee's involvement in the initiation and formulation of extensive projects or programmes 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. 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.

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

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

Positions at this level will demand responsibility for decision-making within the constraints of organisational policy and require the employees to provide advice and support to all facets of the organisation. Employees will have significant impact upon policies and programmes and will be required to provide initiative, and have the ability to formulate, implement, monitor and evaluate projects and programmes.

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

Responsibility

- A position at this level may include some of or similar responsibilities to:
- Undertake work of significant scope and complexity. A major portion of the work requires initiative;
- Undertake duties of innovative, novel and/or critical nature with little or no professional direction;
- Undertake functions across a range of administrative, specialist or operational area which include specific programmes or activities, management of services delivery and the provision of high level advice;
- Provide authoritative specialist advice on policy matters and contribute to the development and review of policies, both internal and external;
- Manage extensive programmes or projects in accordance with organisational goals.

This may require the development, implementation and evaluation of those goals:

- Administer complex policy and programme matters;

- May offer consultancy service;
- Evaluate and develop/revise methodology techniques with the organisation. The application of high level analytical skills in the attainment and satisfying of organisational objectives;
- Where the prime responsibility is in a specialised field, employees at this level would undertake at least some of the following:
 - Contribute to the development of operational policy;
 - Assess and review the standards of work of others specialised personnel/external consultants;
 - Initiate and formulate organisational programmes;
 - Implement organisational objectives within corporate goals;
 - Develop and recommend ongoing plans and programmes.

Requirements of the job

Some or all of the items in the following three headings are needed to perform work at this level.

Skills, knowledge, experience, qualifications and/or training

- Detailed knowledge of policy, programmes, guidelines, procedures and practices of the organisation and external bodies;
- Detailed knowledge of statutory requirements;
- The prerequisites for entry to this level would be at least level 7 requirements plus:
 - Qualifications are generally beyond those normally acquired through a Degree course and experience in the field of specialist expertise;
 - or Substantial post graduate experience;
 - or Lesser formal qualifications and the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard;
 - or Attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties of the position.

APPENDIX 2

Classification Structure – Student and Family Counsellors

Appointment at the Level 1 classification will be for people with appropriate qualifications but limited experience. The Grade within the Level 1 classification will be made by the Manager and will depend on their assessment of the person's qualifications, experience and any other relevant characteristics. Progression within the Level will be subject to the Manager's assessment of satisfactory performance over the preceding 12 months. Intern psychologists don't progress to level 2 classification until their internship is completed.

Progression from Level 1 to Level 2 will normally depend on experience. A minimum of four years' experience is required to be eligible for progression from Level 1 Grade 4 to Level 2 Grade 1. This is dependent on the Managers assessment of satisfactory performance over the preceding 12 months in their performance appraisal.

Appointment at the Level 2 classification will be for people with appropriate qualifications and a minimum of four years' experience. Progression through the levels is subject to the Manager's assessment of satisfactory performance. Progression from Level 2 Grade 3 to Level 2 Grade 4 and from Level 2 Grade 4 to Level 2 Grade 5 is subject to the Manager's assessment of satisfactory performance over the preceding 12 months and completion of a successful performance appraisal.

The Level 3.1 classification is reserved for those staff covered by clause 9.6 Clinical Supervision.

Attachment 1- Salaries and Rates of Pay

(a) Employees other than Student and Family Counsellors

Employee Classification	Amount per annum from 1 July 2019 (\$)	Amount per hour from 1 July 2019 (\$)	Amount per annum from 1 December 2019 (\$)	Amount per hour from 1 December 2019 (\$)	Amount per annum from 1 July 2020 (\$)	Amount per hour from 1 July 2020 (\$)
Level 1, Grade 1	\$41,891	\$21.20	\$41,891	\$21.20	\$42,622	\$21.57
Level 1, Grade 2	\$43,294	\$21.91	\$43,294	\$21.91	\$44,065	\$22.30
Level 1, Grade 3	\$44,855	\$22.70	\$44,855	\$22.70	\$45,626	\$23.09
Level 2, Grade 1	\$52,878	\$26.76	\$54,024	\$27.34	\$54,972	\$27.82
Level 2, Grade 2	\$54,538	\$27.60	\$55,703	\$28.19	\$56,691	\$28.69
Level 2, Grade 3	\$56,197	\$28.44	\$57,403	\$29.05	\$58,411	\$29.56
Level 2, Grade 4	\$57,699	\$29.20	\$58,944	\$29.83	\$59,972	\$30.35
Level 3, Grade 1	\$59,379	\$30.05	\$60,525	\$30.63	\$61,592	\$31.17
Level 3, Grade 2	\$60,999	\$30.87	\$62,224	\$31.49	\$63,311	\$32.04
Level 3, Grade 3	\$63,390	\$32.08	\$64,754	\$32.77	\$66,038	\$33.42
Level 4, Grade 1	\$67,599	\$34.21	\$69,358	\$35.10	\$70,563	\$35.71
Level 4, Grade 2	\$69,358	\$35.10	\$71,176	\$36.02	\$72,420	\$36.65
Level 4, Grade 3	\$71,096	\$35.98	\$72,974	\$36.93	\$74,258	\$37.58
Level 4, Grade 4	\$72,717	\$36.80	\$74,614	\$37.76	\$75,918	\$38.42
Level 5, Grade 1	\$76,511	\$38.72	\$78,941	\$39.95	\$80,324	\$40.65
Level 5, Grade 2	\$78,111	\$39.53	\$80,601	\$40.79	\$82,024	\$41.51
Level 5, Grade 3	\$79,929	\$40.45	\$82,478	\$41.74	\$83,940	\$42.48
Level 5, Grade 4	\$80,245	\$40.61	\$82,636	\$41.82	\$84,098	\$42.56
Level 6, Grade 1	\$83,229	\$42.12	\$86,055	\$43.55	\$87,576	\$44.32
Level 6, Grade 2	\$85,087	\$43.06	\$87,991	\$44.53	\$89,533	\$45.31
Level 6, Grade 3	\$86,924	\$43.99	\$89,948	\$45.52	\$91,509	\$46.31
Level 6, Grade 4	\$87,240	\$44.15	\$90,125	\$45.61	\$91,706	\$46.41
Level 7, Grade 1	\$89,809	\$45.45	\$93,287	\$47.21	\$94,907	\$48.03
Level 7, Grade 2	\$91,706	\$46.41	\$95,401	\$48.28	\$97,081	\$49.13
Level 7, Grade 3	\$93,564	\$47.35	\$97,180	\$49.18	\$98,879	\$50.04
Level 8, Grade 1	\$97,101	\$49.14	\$101,527	\$51.38	\$103,305	\$52.28
Level 8, Grade 2	\$99,017	\$50.11	\$103,834	\$52.55	\$105,657	\$53.47
Level 8, Grade 3	\$100,934	\$51.08	\$105,657	\$53.47	\$107,514	\$54.41

*All Registered Nurses Year 5 to Year 8 will be paid an on shift payment in addition to normal wage rates, and will be subject to the same penalty and shift allowances that apply to the wages rates shown in the table. The shift payments are:

(b) Student and Family Counsellors

Employee Classification	Amount per annum from 1/7/19 (\$)	Amount per hour from 1/7/19 (\$)	Amount per annum from 1/12/19 (\$)	Amount per hour from 1/12/19 (\$)	Amount per annum from 1/7/20 (\$)	Amount per hour from 1/07/20 (\$)
S&FC Level 1, Grade 1	\$76,511	\$38.7200	\$78,941	\$39.9500	\$80,324	\$40.6500
S&FC Level 1, Grade 2	\$78,111	\$39.5300	\$80,601	\$40.7900	\$82,024	\$41.5100
S&FC Level 1, Grade 3	\$79,929	\$40.4500	\$82,478	\$41.7400	\$83,940	\$42.4800
S&FC Level 1, Grade 4	\$80,245	\$40.6100	\$82,636	\$41.8200	\$84,098	\$42.5600
S&FC Level 2, Grade 1	\$81,490	\$41.2400	\$83,328	\$42.1700	\$84,786	\$42.9080
S&FC Level 2, Grade 2	\$81,905	\$41.4500	\$84,178	\$42.6000	\$85,651	\$43.3455
S&FC Level 2, Grade 3	\$84,197	\$42.6100	\$85,027	\$43.0300	\$86,515	\$43.7830
S&FC Level 2, Grade 4	\$86,213	\$43.6300	\$86,213	\$43.6300	\$87,722	\$44.3935
S&FC Level 2, Grade 5	\$88,821	\$44.9500	\$88,821	\$44.9500	\$90,376	\$45.7366
S&FC Level 3, Grade 1	\$94,077	\$47.6100	\$94,077	\$47.6100	\$95,723	\$48.4432
S&FC Level 3, Grade 2	\$102,199	\$51.7200	\$102,199	\$51.7200	\$103,988	\$52.6251