



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Carers ACT Incorporated T/A Carers ACT
(AG2010/15333)

CARERS ACT INCORPORATED EMPLOYEE COLLECTIVE AGREEMENT 2010 RESPITE CARE EMPLOYEES

Social, community, home care and disability services

COMMISSIONER MCKENNA

SYDNEY, 16 FEBRUARY 2011

Application for approval of the Carers ACT Employee Collective Agreement 2010 Respite Care Employees.

[1] An application has been made for approval of an enterprise agreement known as the *Carers ACT Employee Collective Agreement 2010 Respite Care Employees* ("the Agreement"). The application was made pursuant to s.185 of the *Fair Work Act 2009* ("the Act"). The application has been made by Carers ACT Incorporated T/A Carers ACT ("the applicant"). The Agreement is a single-enterprise agreement.

[2] I am satisfied each of the requirements of ss.186, 187 and 188 relevant to this application for approval has been met. The applicant has provided written undertakings addressing miscellaneous matters. A copy of the undertakings is attached to this decision and marked Annexure "A". I note that, under s.191 of the Act the undertakings are taken to be terms of the Agreement.

[3] The Australian Municipal, Administrative and Clerical Services Union ("ASU"), along with individual bargaining representatives, concur with the content of the undertakings. The ASU has given notice under s.183 of the Act that it wishes to be covered by the Agreement. In accordance with s.201(2) of the Act, I note the Agreement covers that organisation.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from seven days after the issuing of this decision. The nominal expiry date will be three years after the Agreement comes into operation.





CARERS ACT INCORPORATED

**EMPLOYEE COLLECTIVE
AGREEMENT 2010**

Respite Care Employees

1 THE AGREEMENT

This Agreement shall be referred to as the Carers ACT Employee Collective Agreement 2010 - Respite Care Employees. This Agreement must be read in conjunction with the National Employment Standards (NES). If there is a conflict between a term of this Agreement and a term of the NES, then the provision that provides the greater benefit to the employee will prevail.

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1.2 DEFINITIONS

In this Agreement,

“Base Rate of pay” means the rate of pay for a classification as listed in Attachment B; that is, the rate of pay without any casual loading, shift penalties or other loadings added.

“Board of Directors” means the Executive and ordinary members of the Board of Directors of Carers ACT Incorporated.

“Bonus” means a one-off payment made to an employee that is included in the employee’s gross salary and subject to the payment of income tax.

“Carers ACT” and **“The Organisation”** means Carers ACT Incorporated.

“CEO” means the Chief Executive Officer of Carers ACT Incorporated or a delegate authorised in writing to act on the CEO’s behalf in relation to this Agreement or a part of the Agreement.

“De facto spouse” means a person who lives with the first mentioned person in a marital-like relationship on a bona fide domestic basis although not legally married to that person and includes a partner of the same sex.

“Employee”, **“employees”** or **“staff member”** means a person or persons employed by Carers ACT Incorporated under this Agreement;

“Immediate family” includes:

Spouse, child or an adult child (including an adopted child or an ex nuptial child), parent, grandparent, grandchild, brother or sister of the employee or of the spouse of the employee.

“NES” means the National Employment Standards as contained in sections 59 to 131 of the Fair Work Act 2009 (Cth.). Where this Employee Collective Agreement refers to a condition of employment provided for in the NES, the NES definition applies unless an alternative meaning is clear.

“President” means the person elected to the position of President of the Board of Directors according to the terms of the constitution of the organisation.

“Spouse” includes a partner of the employee, including a partner of the same gender, as well as a former partner and/or a former de facto spouse, a former spouse and a former de facto spouse.

“Standard Hours” means the 37.5 hours worked per week for a full-time employee.

1.3 OBJECTIVES

This Agreement is designed to achieve genuine ongoing improvements in efficiency and effectiveness in the context of a community organisation, and to reward Carers ACT employees for their contribution to improved organisational performance.

1.4 CONTINUOUS IMPROVEMENT

Continuous improvement represents progressive improvement in a process, job or workplace by utilising the ideas and expertise of all concerned, especially the staff directly involved. The parties envisage that Carers ACT as an organisation in which individuals; teams and the organisation as a whole continually learn and share in the development, transfer and use of knowledge and skills, to produce continuous improvement.

- 1.4.1 A philosophy of continuous improvement recognises that change is a constant in the work environment. Staff meetings will be key forums for discussion of organisational change, including changes to work practices and the introduction of improved procedures, new technology and equipment.
- 1.4.2 The parties agree that this Agreement will be implemented in a way that emphasises and encourages:
1. consensus decision-making,
 2. appropriate ways of introducing and managing change,
 3. teamwork and co-operative relationships involving all staff and management,
 4. open communication and consultation between management and staff,
 5. flexibility and innovation in work practices,
 6. a commitment to continuous improvement throughout the organisation.
 7. a commitment to the philosophies and values of Carers ACT.

1.5 PARTIES BOUND

This agreement is made between Carers ACT Incorporated, ABN 99 732 929 957, and its Respite Care Assistant employees.

1.6 DURATION

This Agreement will operate from the day that is seven days after the date of approval by Fair Work Australia and will remain in force for 3 years from that date.

The parties agree that discussions about a continuation of this Agreement or negotiation of a successor Agreement will commence no later than three months before the scheduled expiration of this Agreement.

1.7 POSTING OF AGREEMENT AND NOTICES

A copy of this agreement and the National Employment Standards shall be kept in a convenient place for perusal of all employees, and a copy of the agreement shall be made available to all new employees on engagement

The employer shall permit notices from employee representatives pertaining to the employment relationship, to be posted in a convenient place (including in the organisation's electronic file system) for perusal by employees.

1.8 AGREEMENT FLEXIBILITY

1.8.1 TERMS OF INDIVIDUAL AGREEMENT

Notwithstanding any other provision of this agreement, the employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine needs of the individual employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:

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

The organisation will ensure that any individual flexibility arrangement made under this clause will include only matters that could be validly included in an enterprise agreement, and will not include any unlawful terms.

1.8.2 GENUINE AGREEMENT

The employer and the individual employee must have genuinely made the agreement without coercion or duress. The employee will be provided with a copy of the individual flexibility agreement within 14 days after it is made.

1.8.3 CONDITIONS OF AGREEMENT

The agreement between the employer and the individual employee must:

- a. be confined to a variation in the application of one or more of the terms listed in clause 1.8.1, and
- b. result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.

1.8.4 FURTHER CONDITIONS OF AGREEMENT

The agreement between the employer and the individual employee must also:

- a. be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, by the employee's parent or guardian;
- b. state each term of this Agreement that the employer and the individual employee have agreed to vary;
- c. detail how the application of each term has been varied by agreement between the employer and the individual employee.

1.8.5 TERMINATION OF FLEXIBILITY AGREEMENT

The individual flexibility agreement may be terminated by either the employer or the employee by giving 28 days notice in writing of the termination. By mutual agreement between the parties, the individual flexibility arrangement may be terminated on shorter notice.

1.9 VARIATION

Should, during the life of this Agreement, legislative or other significant change arise which affects employees' real level of remuneration or conditions of employment, the parties agree to confer on any appropriate variations to the Agreement to ensure that the objectives and intent of the Agreement continue to be achieved and that the real value of employees' entitlements are maintained. This agreement may be varied by joint application to Fair Work Australia by the parties to the Agreement.

With the exception of the matters referred to in the paragraph above,

- a. this Agreement constitutes a closed agreement in settlement of all matters contained in it for its duration, and
- b. the parties undertake that for the life of this Agreement there will be no further claims in relation to matters included in this Agreement.

1.10 APPLICATION

This Agreement applies to all employees of Carers ACT classified as a Respite Care Assistant or trainee Respite Care Assistant. Some staff, including staff with professional expertise outside of the classification range, may have a Common Law Agreement which covers salary and salary packaging options in addition to this agreement.

1.11 IMPLEMENTATION AND MONITORING

Oversight, management and monitoring of the implementation of this Agreement will be undertaken by the CEO and the Organisation's Board of Directors.

2 ENGAGEMENT OF EMPLOYEES

2.1 ROSTERED EMPLOYEES

All Respite Care Assistants are Rostered Employees and are either ongoing full time employees, ongoing part-time employees, fixed term employees (full-time or part-time), or casual employees whose hours of work are part of a fortnightly roster that may span 24 hrs a day 7 days per week. The hours of work shall be displayed on a roster in a place conveniently accessible to employees at least fourteen days before the commencement of the day on which the roster commences.

- 2.1.1 Seven day's notice will be given of a change in 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.
- 2.1.2 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.
- 2.1.3 Where a client cancels or changes the rostered service, an employee will be provided with notice of change in roster by 5.00 pm the day prior and in such circumstances no payment will be made to the employee. If an employee does not receive such notice, the employee will be entitled to receive payment for their minimum specified hours on that day. The employer may direct the employee to make up time equivalent to the cancelled time, in that or a subsequent fortnightly period. This time may be made up working with other clients or in other areas of the employer's business providing the employee has the skill and competence to perform the work.

2.2 FULL TIME EMPLOYMENT

The ordinary hours of work for a full time employee shall be 37.5 hrs per week. Full time employees are entitled to full-time benefits.

2.3 PART TIME EMPLOYMENT

Part-time employment is employment where the ordinary hours worked are not less than 3 but are less than 37.5 hours per week on a regular and continuous basis. A part time employee shall be engaged for a minimum period of three (3) hours for each engagement. A part-time employee will receive a salary based on the same hourly rate as a full-time employee performing the same role, and is entitled to all other full-time employee benefits on a pro-rata basis. Changes in weekly hours of attendance shall only be made following consultation and agreement with the employee.

Where an employee works additional hours to replace another employee who is temporarily absent from duty, those additional hours will not be taken to have changed the employee's agreed contract hours.

2.4 FIXED TERM EMPLOYMENT

A fixed term employee is:

- a. A person employed in a position funded on a limited term basis; or
- b. A person employed to fill in for a period of 12 months or less due to the absence of another employee

2.5 CASUAL EMPLOYEES

A casual employee shall be informed in writing upon engagement that:

- a. They are hired by the hour;
- b. They will be paid for actual time worked; and
- c. They are not entitled to payment for public holidays not worked nor payment for paid leave of any type other than long service leave.

A casual employee shall be engaged for a minimum period of three (3) hours for each engagement.

A casual employee will be paid an hourly rate appropriate to the employee's classification, as set out in Attachment B. In addition, a loading of 25% of that rate will be paid instead of the paid leave entitlements accrued by full-time employees.

2.5.1 REVIEW OF CASUAL EMPLOYMENT

In the event that an employee has been engaged as a casual employee for more than six consecutive months, then either the employee or Carers ACT may request a review of whether full-time, part-time or casual employment is appropriate for further engagements, if any.

2.6 CONTRACT OF EMPLOYMENT

Upon commencement, the Organisation shall provide each new employee with a written statement which will specify:

- a. The title and nature of the position;
- b. The duration of contract and employee's regular hours of work as required and agreed with employee;
- c. The employee's classification pursuant to this agreement; and
- d. The length of the probationary period.

2.7 PROBATIONARY PERIOD

All new full time and part time employees, and employees promoted to a higher classification, shall be subject to a probation period of three months. At the end of the probation period, the employee will:

- a. be confirmed in their position, or

- b. have their probation period extended for a maximum of another three months in the case where performance issues have been identified so that these may be overcome; or
- c. be given notice by the CEO of an intention to terminate their employment if they:
 - 1. have had performance problems documented;
 - 2. have been counselled and provided with assistance to overcome identified performance problems and;
 - 3. have been unable to demonstrate that they can attain or sustain a competent level of performance in the duties of the position.

2.8 REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

2.8.1 An employee who is a parent, or has a responsibility for the care, of a child under school age may request the employer for a change in working arrangements for the purpose of assisting the employee to care for the child.

Note: Examples of changes in working arrangements include changes in hours of work, changes in patterns of work and changes in location of work.

2.8.2 The employee is not entitled to make the request unless:

- a. for an employee other than a casual employee—the employee has completed at least 12 months of continuous service with the employer immediately before making the request; or
- b. for a casual employee—the employee:
 - 1. has been engaged by the employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months immediately before making the request; and
 - 2. has a reasonable expectation of continuing engagement by the employer on a regular and systematic basis.

2.8.3 The request must:

- a. be in writing; and
- b. set out details of the change sought and reasons for the change.

2.8.4 The employer must give the employee a written response to the request within 21 days, stating whether the employer grants or refuses the request.

2.8.5 The employer may refuse the request only on reasonable business grounds.

2.8.6 If the employer refuses the request, the written response under subclause 2.8.4 must include the reasons for the refusal.

2.9 TRAINING AND PROMOTION

All employees will be provided with relevant training and promotion opportunities.

2.10 PERFORMANCE MANAGEMENT

The aim of the performance review process is to encourage good performance and improve poor or under-performance.

Performance Review is a confidential matter between the CEO, the Team Leader/Manager and the staff member. The Review process will be undertaken in an objective, clear and relevant manner that encourages information exchange and honest constructive feedback where necessary. Performance and results will be evaluated, not personalities. Performance will be evaluated against specific work objectives and the objectives of the Organisation.

The Organisation encourages staff development, and supports staff to overcome any skills deficiencies or performance difficulties. The Organisation is keen to participate in and reward staff for improved work practices and skills enhancement.

The performance management procedures and performance appraisal process is fully set out in Policies and Procedures Manual.

3 HOURS OF WORK

3.1 ORDINARY OF HOURS OF WORK

The ordinary hours of work for a full time rostered employee shall be an average of 37.5 hours per week to be worked according to roster.

Carers ACT will not seek to have an employee work for less than three hours on any one shift, nor will Carers ACT agree to an employee's request to work for less than three hours on any one shift, except in the case of an approved request for leave.

Part-time or casual employees shall not, unless temporarily replacing a full-time employee, work more than 75 hours in any one fortnight.

To enable the organisation to provide appropriate care for our clients, employees may be required to work their ordinary hours on any day of the week, and at any time of the day or night. When ordinary time work is undertaken outside of the times defined as "Day Shift" employees will be paid the higher rates of pay set out below. In this clause, "ordinary rate" means the base wage specified for the employee's classification.

3.1.1 MONDAY TO FRIDAY

Day shift means a shift scheduled to end between 2:00 pm and 7:00 pm inclusive.

- Day shift is paid at the ordinary rate of pay

Afternoon shift means a shift scheduled to end after 7:00 pm and up until 12:00 midnight.

- Afternoon shift work is paid at 112.5% of the ordinary rate for the whole shift

Night shift means a shift scheduled to commence or end between midnight and 7:00 am.

- Night shift work is paid at 115% of the ordinary rate for the whole shift

Note: *Attachment C of this Agreement contains Transitional Provisions in relation to shift penalties. In instances where Attachment C provides a higher shift penalty rate for a particular shift than the provisions of this clause, then the higher rate is to be used to calculate the employee entitlement.*

3.1.2 SATURDAY AND SUNDAY

Saturday work means work performed on a Saturday (midnight to midnight)

- Saturday work is paid at 150% of the base rate for the relevant part of the shift.

Sunday work means work performed on a Sunday (midnight to midnight)

- Sunday work is paid at 200% of the base rate for the relevant part of the shift.

3.1.3 PUBLIC HOLIDAY

Public holiday means any time worked between midnight on the night prior to the public holiday and midnight of the public holiday.

- Public Holiday shifts are paid at 250% of the ordinary rate for the relevant part of the shift.

Penalty rates are not cumulative. If a period of work might qualify for more than one of the above penalty rates, or might qualify as overtime work, then the single penalty that provides the greatest benefit to the employee will be applied.

3.2 OPTION FOR EXISTING EMPLOYEES TO REMAIN ON FORMER PROVISIONS

The parties to this agreement believe that the system of pay rates and shift loadings will provide a beneficial outcome for employees who work a balance roster of shifts incorporating both weekday and weekend work. However, we note that some employees may consider that their individual working patterns result in them being worse off under the arrangements of this Agreement.

As it is not intended that any employee should be worse off under this Agreement, the following facility is made available to existing employees:

An employee already employed by Carers ACT Incorporated prior to the date on which this Agreement is made may make a binding, once-only election to revert to the **Classification**, the **pay rate** and the **scheme of shift and weekend penalty rates** that applied to that employee immediately prior to the Agreement being made. The provisions of this Agreement will apply in respect of all other conditions of employment. An eligible employee may make an election at any time during the period of one month commencing from the date that this Agreement is approved by FWA. An election made by an employee within this period will apply prospectively (not retrospectively) and will remain in force while this Collective Agreement remains in force, except that the election may become void as specified below.

The parties note that wage rates under the *Social, Community, Home Care and Disability Services Industry Award 2010* may be increased due to a wage case currently being considered by Fair Work Australia, and that some of that increase may necessarily flow on to wage rates paid under this Agreement.

An employee's election under this clause to remain on the superseded pay and penalty rates will become void in the event that increasing Modern Award pay rates require an increase of 10% (or more) in the hourly rate paid under this Agreement to employees with the classification of Respite Care Assistant 2, Pay Point 1 (which is linked to the Social and Community Services Employee Level 2, Pay Point 1, in the Modern Award).

The above provision will be triggered if at any time the pay rate for Respite Care Assistant, Pay Point 1 must increase by 10% or more above the value of that pay rate on the date of commencement of this Agreement.

3.3 MEAL BREAKS

Each employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes duration, to be taken at a mutually agreed time after commencing work.

3.3.1 MEALS TAKEN WITH CLIENTS

- 3.3.1.1 If an employee is required to have a meal with clients, during a shift 6 hours or more in duration, then at least a fifteen minute paid break away from clients is to be provided.
- 3.3.1.2 Where an employee is required by the employer to have a meal with a client or clients as part of the normal work routine or client program, they will be paid for the duration of the meal period at the ordinary rate of pay and clause 3.3.1.1 (above) does not apply.

3.4 TEA BREAKS

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

3.5 SLEEPOVER

A sleepover means when an employee is required to sleep overnight on the employer's premises.

- a. The span for a sleepover will be a continuous period of eight hours.
- b. Each employee will be provided with a bed, use of staff facilities and free board and lodging for each night when the employee sleeps over.
- c. The employee will be entitled to a sleepover allowance \$80.00 for each night on which they sleep over.
- d. In the event of the employee on sleepover being required to perform work during the sleepover period, the employee will be paid for the time worked at the prescribed overtime rate with a minimum payment as for one hour worked. Where such work exceeds one hour, payment will be made at the prescribed overtime rate for the duration of the work.
- e. Despite the above paragraph, an employee required to perform duty more than 4 times during the course of a sleepover (or required to perform duty for more than 3 hours in total) will be paid for a night shift instead of a sleepover.
- f. An employee on sleepover will be provided with, or paid for, at least four hours' work for each instance where the employee is required. Such work will be performed immediately before or immediately after the sleepover period.
- g. Sleepovers will be in addition to normal hours of work.

3.6 OVERNIGHT SHIFTS

Staff working overnight shifts will be considered to be working the full night and will not be paid to sleep. All hours will be counted as hours worked.

- a. If staff are not required to work all night (that is they have a small number of clients or clients who do not require constant supervision) then the Sleepover Allowance may be used (See clause 3.4).
- b. When clients are asleep staff will be required to undertake other relevant duties such as meal or activity preparation, light housework or other duties that will not disturb sleeping clients. When clients are awake staff are to tend to their personal and activity needs in line with their individual care plans.
- c. An employee may work up to an additional three hours before or after an overnight shift but must then have at least a ten hour break after a paid overnight shift.

3.7 ADDITIONAL HOURS OF WORK

3.7.1 OVERTIME

An employee will be considered to have worked overtime if they perform authorised work in any of the following circumstances:

- a. All work performed that exceeds 10 hours on any one day;
- b. Any work performed by a full-time or part-time employee in excess of 75 hours in a fortnight; and
- c. Any work performed on a Public Holiday.

Notwithstanding the above, where an employee is required to travel for business reasons outside of normal working hours, they will be entitled to claim the travel time as ordinary hours, not overtime hours.

3.7.2 FULL-TIME EMPLOYEES

A full-time employee will be paid the following for overtime work:

- a. for all authorised overtime on Monday to Saturday, payment will be made at the rate of time and a half for the first three hours on any day and double time thereafter;
- b. for all authorised overtime on a Sunday, payment will be made at the rate of double time;
- c. for all authorised overtime on a public holiday, payment will be made at the rate of double time and a half; and

3.7.3 PART-TIME EMPLOYEES

A part-time employee will be paid the following for overtime work:

- a. All time worked in excess of a part-time employee's agreed weekly hours up to and including a total of 75 hours per fortnight will be regarded as additional ordinary time hours and paid at the employee's ordinary time rate (these hours will attract the normal leave accruals and employer superannuation payments);

- b. All time worked by part-time employees in excess of 75 hours per fortnight will be paid for at the rate of time and a half for the first two hours on any day 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.
- c. All time worked by part-time 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.

3.8 RECALL TO DUTY

An employee who is recalled to duty will be paid a minimum of three hours at the relevant rate for the period.

3.9 EXCURSIONS/WORK AWAY FROM USUAL SITE OF WORK

3.9.1 EXCURSIONS – ADDITIONAL TRAVEL

Where an employee is required to travel to a place other than their usual work site, and -

- the travel requires time that falls outside their usual hours of work, and
- the time required is more than the employee ordinarily spends in getting to work,

then this additional travel time will be considered as work hours.

3.9.2 EXCURSIONS

Where an employee agrees to supervise clients in excursion activities involving overnight stays from home, the following provisions will apply:

3.9.2.1 MONDAY TO FRIDAY EXCURSIONS

Payment at the ordinary rate of pay for time worked between the hours of 7 am to 7 pm Monday to Friday up to a maximum of 10 hours per day. Additional hours worked will be paid at the appropriate rate (see clauses 3.1, 3.6 and 3.7).

3.9.2.2 WEEKEND EXCURSIONS

Where an employee involved in overnight excursion activities is required to work on a Saturday and/or Sunday, the days worked in the two week cycle, including that weekend, will not exceed 10 days of ordinary time work. Payment will be at the appropriate rate (see clauses 3.1, 3.6 and 3.7).

4 WAGES AND SUPERANNUATION

4.1 SALARY RATES

The Salary Rates set out in Attachment B of this Agreement will apply from the commencement of the first pay fortnight which begins on or after the date of commencement of this Agreement.

4.1.1 TRANSLATION FROM EXISTING WAGE STRUCTURE TO NEW STRUCTURE

In transitioning to the new structure employees will transfer across to the classification relevant to their role, and to the wage pay point closest in dollar value to their previous hourly rate.

4.1.2 ANNUAL SALARY INCREASE

Salaries will be reviewed annually directly linked to the performance review process as set out in the Policies and Procedures Manual – Human Resource Section.

Any employee who achieves a Performance Review rating of “**Meets CACT Requirements**”, or a higher rating, will be eligible for incremental progression through the salary range for his or her classification. Salary increases will be effective from the staff member’s anniversary of commencement each year (subject to any required adjustments to the anniversary date).

Staff already at the top pay point for their classification range will be eligible for a wage increase equivalent to the average percentage of CPI increases the Organisation receives from government funding bodies.

4.1.3 RECLASSIFICATION

Where there is a significant increase in the level of the work required to be undertaken in a specific position, an assessment of the job against the work level standards will be conducted by a person selected by the CEO. If it is agreed that a higher level of work, qualification and experience is required to undertake the position then the job will be reclassified to the higher appropriate level in the structure. This may result in the position being subject to a recruitment process, e.g. if it is likely that a number of staff may be suitable for the reclassified position. An employee’s anniversary date for incremental salary increases will then be based upon the date of their reclassification.

4.1.4 ADJUSTMENT OF ANNIVERSARY DATE

Employees will generally be eligible to be considered for incremental progression on the anniversary of their engagement or reclassification. However, Carers ACT may defer the anniversary date if an employee takes a significant period of leave that does not count as service.

4.2 PAYMENT OF SALARY

Salary will be paid at least fortnightly by electronic funds transfer by agreement between the Organisation and the employee. The Organisation will bear the costs of bank charges for the transfer debited to the employee’s bank account.

Salary will be paid on a weekday not more than three days following the end of the pay period.

Upon termination of employment, salary due to an employee will be paid on the date of effect of the termination or forwarded by post on the next working day.

The Organisation may deduct from amounts due to an employee amounts authorised in writing by the employee and deductions of income tax required to be made to the Australian Taxation Office.

For each pay day, the Organisation will provide to each employee (either in hardcopy or electronically) a statement of the gross salary and allowances to which s/he is entitled, the amount of deductions there from, superannuation payments and the net amount to be paid.

4.3 FLEXIBLE REMUNERATION PACKAGING

4.3.1 TAXATION BENEFITS

The Organisation has developed the flexible remuneration package in order to recruit and retain quality staff to the organisation utilising fringe benefit tax exemption status (as the Organisation is considered to be a Public Benevolent Institution by the Australian Taxation Office). The effect of this is to minimise net employment costs and maximise net benefits to employees.

4.3.2 BASIS OF FLEXIBLE REMUNERATION PACKAGING

The flexible remuneration package shall be available to all employees.

4.3.3 APPLICATION OF FLEXIBLE REMUNERATION PACKAGE

Flexible remuneration packages shall be comprised of two parts:

- a. The taxable salary
- b. The non-salary fringe benefit component

Tax law allows for each employee to receive up to \$30,000 in benefits each year. However this is a grossed up figure designed to represent the effective gross equivalent. The actual amount you can be paid depends on the type of benefit.

Fringe benefits can be for any expense that you or your spouse is liable to pay. It can be regular amounts like additional superannuation, mortgage payments or rent. Or it can be payment for any goods or services but you must provide a tax invoice and payment must be made to the supplier and not to yourself. You can use benefits to pay off amounts owing on a credit card but only if you do not draw cash on the card. You will need to supply a copy of your monthly statement. You are asked to limit the number of benefits to two per pay period.

Benefits will be paid on behalf of the employee each fortnight to the amount of the accrued benefit entitlement. A computerised accounting printout may be obtained at any time itemising the benefits paid.

\$2 per fortnight will be charged to all employees who participate in packaging arrangements to cover the additional administration costs incurred by the organisation.

4.3.4 ADMINISTRATIVE RESPONSIBILITY

On commencement, employees will be advised of the amount of their entitlement, and the policy and guidelines applicable to the Flexible Remuneration Package.

The remuneration package will be administered through the computerised payroll system which incorporates the applicable salary rate, any allowances, deductions, and superannuation contributions.

It is the employees responsibility to seek independent financial advice in regard to whether or not or how they should structure any salary packaging entitlements. Carers ACT does not take any responsibility for the financial decision of the employee to or not to enter into salary packaging. Should an employee choose payment of a remuneration package, s/he will complete a payment Authority Form.

Individuals will be required to prove that expenditure has been paid by them on the agreed items of expenditure. e.g. credit card statement, invoice or receipt of payments will need to be provided.

The arrangements relating to salary packaging are confidential between the respective employee, the CEO and the Administration Officer.

4.3.5 EFFECT ON OTHER CONDITIONS

4.3.5.1 Leave loading

Leave Loading is a taxable component of the remuneration package that will be paid on the applicable salary rate or the taxable component of a negotiated remuneration package.

4.3.5.2 Superannuation

Superannuation is comprised of two components:

- a. The Superannuation Guarantee Levy is calculated on the total gross salary package; and
- b. Voluntary Contributions at an amount as set by the employee either from their Flexible Remuneration Package or from the employee's taxable salary component after tax.

4.3.6 OTHER AREAS AFFECTED

Although the benefits are not part of your taxable income there are areas where benefits do affect employees. The amount of the benefits is included in the following circumstances:

- a. Medicare levy surcharge
- b. Deduction for personal superannuation contributions
- c. Super Co-contribution
- d. Tax offset for eligible spouse superannuation contributions
- e. Mature age worker tax offset
- f. Higher Education Contribution Scheme (HECS) and Higher Education Loan Programme (HELP) repayments
- g. Child support obligations, and
- h. Entitlement to certain income-tested government benefits.

4.3.7 ANNUAL PAYMENT SUMMARY

The grossed up value will be shown on your annual payment summary, (previously group certificate). The amount reported on your payment summary will not be included in your assessable (or taxable) income.

4.3.8 CHANGES TO APPLICABLE LEGISLATION

If the law governing the tax treatment of salary and benefit paid by Carers ACT is altered by legislation or otherwise, the Organisation will review the operation of this policy in conjunction with employees. In the event that Flexible Remuneration Packaging is no longer available, the Organisation will enter into negotiation with employees to minimise any financial impact upon employees.

4.4 SUPERANNUATION

The Organisation contributes to a Superannuation Fund nominated by an employee the amount of contributions required under the Commonwealth Superannuation Guarantee (Administration) Act 1992 as varied. The level of contributions as a percentage of annual salary as at the time of making this Agreement is 9%, and will continue unless varied by Commonwealth legislation.

The Organisation will provide each employee upon commencement of employment appropriate superannuation administration forms and will forward the completed forms to the relevant fund within 14 days of employment.

An employee may make contributions to a nominated Superannuation Fund in addition to those made by the Organisation. An employee who wishes to make additional contributions must authorise the Organisation in writing to pay into the fund from their wages, a specified amount in accordance with the fund's trust deed and rules.

Additional contributions made by an employee to a superannuation fund may be made on the basis of salary sacrifice.

An employee may vary their additional contributions by written authorisation and the Organisation must alter the additional contributions prior to the expiration of the next pay period following receipt of that authorisation.

Additional employee contributions to a nominated superannuation fund in accordance with this clause will be expressed to the nearest 10 cents.

5 ALLOWANCES

5.1 HIGHER DUTIES ALLOWANCE

5.1.1 PERFORMANCE OF HIGHER DUTIES

An employee may be directed to temporarily perform duties at a higher classification level.

5.1.2 FULL HIGHER DUTIES ALLOWANCE

An employee who is directed to perform all the duties of a higher classification will be paid an allowance equal to the difference between the employee's own salary and the salary the employee would receive if promoted to the higher classification at the base level.

5.1.3 PARTIAL HIGHER DUTIES ALLOWANCE

Where an employee is directed to temporarily perform part of the duties of a higher classification the CEO may determine the amount of higher duties allowance payable, with the allowance calculated according to the percentage of the duties performed at the higher level.

5.1.4 MINIMUM PERIOD

An employee who performs higher duties at a classification above their normal classification for a period of less than one week will not be paid an allowance, unless the CEO considers special circumstances exist which justify payment of the allowance during that period. Where an employee is required to perform at a higher classification for a period in excess of one week, higher duties allowance will be payable for the entire period.

In the situation where an employee with formal specialist qualifications is required by Carers ACT to exercise those qualifications in accordance with legislation or good practice principles, then the employee will be entitled to payment of higher duties at the relevant level with no minimum period.

5.1.5 HIGHER DUTIES ALLOWANCE ON LEAVE

An employee who is performing higher duties and is granted paid leave or who observes a public holiday will continue to receive higher duties allowance during that absence. Higher duties allowance will not be paid beyond the date on which the employee would have ceased performing higher duties, had the employee not been absent.

Where the leave with pay is less than leave on full pay, payment of the allowance will be made on a pro rata basis.

5.2 TELEPHONE ALLOWANCE

Where the employer requires an employee to install and/or maintain a landline telephone for the purpose of being on call, the employer will refund the installation costs and the subsequent rental charges on production of receipted accounts.

A Carers ACT mobile phone is available for business use by employees. By prior approval, where the Carers ACT phone is unavailable, a staff member may seek reimbursement for out-of-pocket costs incurred on their own mobile phone on business calls.

5.3 FIRST AID ALLOWANCE

An employee who is the nominated First Aid Officer at each work site shall be paid an allowance of \$12.71 per week or any higher amount specified as the rate of First Aid Allowance under the Social, Community, Home Care & Disability Services Industry Award 2010, as varied from time to time. These staff must hold a current recognised senior first aid certificate or equivalent. This training will be paid for by the organisation. The nominated First Aid Officers are to provide first aid as required, maintain adequate supplies of first aid materials, and work with Management to ensure that the legal requirements of the organisation are met and kept up to date in relation to First Aid as per the OH&S policies and procedures.

5.4 WORKPLACE SAFETY REPRESENTATIVE

The Workplace Safety Representative at each work site shall be paid an allowance of \$12.71 per week or any higher amount specified as the rate of First Aid Allowance under the Social, Community, Home Care & Disability Services Industry Award 2010, as varied from time to time. These staff must have undergone training as a Workplace Safety Representative. This training will be paid for by the organisation. The Representative's role is to work with Management to ensure that the legal requirements of the organisation are met and kept up to date in relation to Workplace Safety as per the policies and procedures.

5.5 STAFF TRAVEL AND TRANSPORT

5.5.1 TRAVELLING COSTS

All employees required to travel away from their usual places of employment overnight or for a full day will have all reasonable costs of travel including meals, accommodation, transport and other incidentals paid either in advance or on the production of the relevant receipts.

An employee must complete a Travelling Allowance form detailing time of departure and return, accommodation and meal components and incidentals.

Employees undertaking work-related travel are required to keep in regular contact with Carers ACT, and should also leave contact details with their team manager. Employees travelling outside of normal working hours may count the necessary travel time as ordinary time worked in their flex time records.

5.5.2 ORGANISATION VEHICLE

Carers ACT has motor vehicles available for Carers ACT business. Use of these vehicles is to be as laid out in the organisation's Policy & Procedures Manual. Use of the vehicle by staff under the age of 25 years will require specific authorisation by the CEO or his or her delegate, and approval will be subject to any restrictions or exclusions of the vehicle insurers.

Parking fees and meter charges will be met by Carers ACT for required work travel.

Care should be taken when parking vehicles on Carers ACT business as generally parking fines incurred by an employee are to be met by that employee.

Any speeding or other traffic infringement fines must be dealt with by the employee who had use of the vehicle at the time of the infringement.

5.5.3 USE OF PRIVATE VEHICLES

Where Carers ACT vehicles are not available and an employee is required to use her/his own private motor vehicle to travel on organisational business, Vehicle Allowance is payable at the rate of 74 cents per kilometre, or any higher figure that may be set for this purpose under the Modern Award. Conditions for use of vehicles are set out fully in the policies and procedures manual.

Note: Motor Vehicle Allowance is covered by paragraph 19.5(a) of the Social, Community, Home Care and Disability Services Industry Award 2010

6 LEAVE

6.1 PUBLIC HOLIDAYS

Designated holidays

An employee will observe public holidays as per the ACT Holidays Act 1958 each year and any other day which is proclaimed or Gazetted by the Minister to be a public holiday pursuant to the ACT Holidays Act. These days are generally as follows and may be substituted if the holiday falls on a Saturday or Sunday as per the Act:

- New Year's Day
- Australia Day
- Canberra Day
- Good Friday
- Easter Saturday,
- Easter Monday,
- Anzac Day,
- Queen's Birthday
- Family and Community Day
- Labour Day,
- Christmas Day
- Boxing Day

6.2 CHRISTMAS AND NEW YEAR

Carers ACT Respite Care programs generally shut down between Christmas and New Year, and staff will not usually be required for duty during this period. After minimum staff levels have been agreed, full-time and part-time employees will be provided with approved paid leave for the working days between Christmas and New Year, without deduction from leave credits. This additional leave does not attract a 17.5% loading.

Staff who are required to work these days will be given time-in-lieu and may take these days off at another agreed time.

6.3 ANNUAL LEAVE

Full-time and part-time employees will be entitled to a period of five (5) weeks annual leave (exclusive of public holidays). This leave will be pro-rata for part-time staff calculated on the actual hours worked as per their fortnightly timesheet.

Annual leave credits will accrue continuously each pay period. Leave credits are updated on a fortnightly basis. Annual leave will be paid at the ordinary rate of pay for each employee with a loading of 17.5 % payable. Weekend and after hours penalties will not be paid for annual leave.

Annual Leave will be taken at a time that is mutually agreeable between the employee and employer. Ordinarily an employee is required to make an application for Annual Leave 4 weeks prior to the first day of leave required. The employer will endeavour to meet employee requests for leave however this is not a given as operational needs will be considered prior to leave being approved.

If an employee's annual leave credit exceeds 8 weeks at any time, the employee may be required to take a period of annual leave equal to at least $\frac{1}{4}$ of their accrued leave, with at least 4 weeks notice.

Where an employee ceases employment, the employee will be entitled to payment in lieu of unused leave credits and any pro-rata uncredited annual leave, together with the leave loading associated with the annual leave.

6.3.1 HIGHER DUTIES

An employee on higher duties immediately prior to proceeding on annual leave will continue to be paid at the higher rate, where there is a reasonable expectation that higher duties allowance would have continued if leave had not been taken.

6.3.2 CASUAL EMPLOYEES

Casual employees are not entitled to paid annual leave. Casual employees wishing to make themselves unavailable for rostering are ordinarily expected to provide 2 weeks notice of their absence.

6.3.3 PURCHASE/SELLING OF ANNUAL LEAVE

In order to assist employees and foster organisational flexibility, the purchase or sale of annual leave as below may be implemented in consultation with management and employees. This should be undertaken in light of program budgets and the need to provide ongoing programs and services to Carers e.g. it may be that additional leave is taken during times when operational programs are not held such as school holidays.

6.3.3.1 PURCHASE OF LEAVE 50/52 PROVISION

Carers ACT employees may by agreement with the relevant Manager enter into a 50/52 agreement as a means of extending their annual leave.

A 50/52 provision is a system of employment whereby employees receive 2 weeks additional leave per year in addition to other leave entitlements and are therefore paid at the rate of 50/52 of their annual salary. The additional leave can be taken at times determined by mutual agreement with management.

The 17.5% loading will not be available for purchased leave.

Employees participating in buying additional leave will be required to enter into an agreement with their Manager and the finance team who will deduct the pro-rata proportion of pay to fully fund the leave from the employee's fortnightly salary. The additional leave credits will then be added to the employees leave balances on a fortnightly basis. Any pay increases received during the purchasing of leave and the time the leave is taken will need to be factored into the cost of the leave.

6.3.3.2 SELLING ANNUAL LEAVE

Staff who have accrued at least 6 weeks annual leave may elect to forgo their entitlement to up to 2 weeks of this leave and elect to have this paid out at the ordinary rate of pay that they would have received had the employee taken leave. This will also include the 17.5% leave loading accrued for this period of leave.

No employee will be permitted to sell or “cash-out” a portion of their accrued Annual Leave if that cash-out would result in the employee’s remaining balance of Annual Leave falling below four weeks.

6.4 CEREMONIAL LEAVE

An employee who is legitimately required by Aboriginal or Torres Strait Islander tradition to be absent from work for Aboriginal or Torres Strait Islander ceremonial purposes will be entitled up to 10 working days’ unpaid leave in any one year, with the approval of the employer.

6.5 BLOOD DONORS LEAVE

An employee shall not suffer any deduction in pay when attending Blood Bank during normal working hours, to donate blood up to four times per year. The employee shall, before donating blood, provide adequate notice to and obtain the supervisor's approval for the absence from duties.

6.6 COMMUNITY SERVICE

An employee is entitled to unpaid leave for voluntary emergency activities in accordance with the National Employment Standards

6.7 JURY SERVICE

An employee, other than a casual employee, who is required to attend for jury service during his or her ordinary working hours will be reimbursed by the employer an amount equal to the difference between the amount paid in respect of jury service and the ordinary time they would have worked had they not been on jury service.

An employee will notify his or her employer as soon as possible of the date upon which he or she is required to attend for jury service. The employee will provide proof to the employer of his or her attendance, the duration of the attendance and the amount received in respect of the jury service.

Leave of absence granted for jury service will count as service for all purposes.

6.8 COMPASSIONATE LEAVE

A full time employee, part time employee or fixed term employee is entitled to three (3) days paid leave on the death or a life threatening illness or injury of a member of the employee's immediate family or household. This leave is not cumulative from year to year.

Subject to the discretion of the CEO, an employee may be granted up to 3 days paid leave on the occasion of the death or life threatening illness or injury of a foster parent, step parent, guardian, or foster child of the employee or other relative or close friend. Compassionate leave is paid at the employee's base rate of pay for the hours of absence. Proof of death (or other reason for absence) must be provided to the satisfaction of the CEO, if requested.

If any additional Compassionate leave is required then employees may utilise any flex, recreation, or personal leave as appropriate and available or leave without pay may be granted.

A casual employee is entitled to two days unpaid carer's leave as required, and two days unpaid compassionate leave as required in accordance with the National Employment Standards.

6.9 PERSONAL LEAVE

6.9.1 ENTITLEMENT TO PERSONAL LEAVE

A full time permanent employee is entitled to 15 days full pay personal leave at the commencement of their first 12 month period of service and then further credits in subsequent years on a fortnightly basis at the rate of 15 days for each full year. A part-time employee is entitled to similar credits on a pro-rata basis. A casual employee is entitled to two days unpaid carer's leave as required.

An employee is entitled to accumulate any unused personal leave and to use accumulated full pay personal leave, sick leave or carers leave if needed for absence due to personal illness or injury (sick leave) or for care and support of their immediate family or a person for whom the employee has caring responsibilities (carers leave).

The entitlement to use carer's leave is subject to the employee being responsible for the care of the person concerned.

Personal leave may be taken for periods of less than one day and may be used to attend medical appointments and medical screening tests.

Rostered staff on approved Personal Leave will be paid at their base ordinary rate of pay for the period of the rostered hours for which they are absent.

6.9.2 GRANTING OF PERSONAL LEAVE

When an employee is applying for personal leave, the CEO or their delegate may grant the employee leave of absence.

Production of satisfactory medical evidence or a statutory declaration may be required:

- a. Where the period of absence required is more than two days; or
- b. Where the absence occurs immediately before or after a public holiday or other approved leave of absence; or
- c. Where the absence includes a Saturday, Sunday or Public Holiday that the employee was rostered to work.

Where a medical certificate or a statutory declaration is not produced, leave may be granted provided that no more than 2 days leave is taken and that these days do not fall immediately before or after a public holiday or other approved leave of absence.

6.9.3 GRANTING OF CARERS LEAVE

The employee must establish, by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.

6.9.4 PERSONAL LEAVE WHILE ON ANNUAL LEAVE

An employee who is medically unfit for duty for one day or longer while on annual leave and who produces satisfactory medical evidence may apply for personal leave. Annual leave will be re-credited to the extent of the period of personal leave granted.

6.9.5 PERSONAL LEAVE WITHOUT PAY

Personal leave without pay may be granted by the CEO where paid leave credits are exhausted. A period of absence on personal leave without pay will not count as service.

6.9.6 CESSATION OF EMPLOYMENT

No sick leave credit will accrue, or grant be made, to an employee after the date of the employee's retirement or cessation for any reason.

6.10 SPECIAL LEAVE

An employee may be granted by the CEO special leave of absence with pay not exceeding three (3) days in any year where the employee can establish circumstances of a personal emergency or critical event.

Special leave may be taken as half-day absences.
This leave will not accumulate year to year.

6.11 LONG SERVICE LEAVE

Long service leave will be in accordance with Australian Capital Territory legislative requirements.

Leave without pay will be approved in conjunction with long service leave where a period of leave without pay equal to the period requested as long service leave is taken. This in effect enables staff to take long service leave at half pay.

6.12 LEAVE WITHOUT PAY

An employee may be granted leave without pay with the approval of the CEO for any purpose.

6.13 UNPAID PARENTAL LEAVE

6.13.1 SUMMARY OF ENTITLEMENTS UNDER THE NES

Parental Leave (that is Maternity, Paternity and/or Adoption Leave) is provided in accordance with the National Employment Standards. Parental Leave entitlements under the NES are available to same-sex couples on the same basis as male-female couples. Parental Leave is available to full-time and part-time employees (and eligible casual employees) who have completed at least 12 months continuous service with Carers ACT.

Subject to meeting eligibility requirements and process requirements, in summary the National Employment Standards provide that:

- a. An employee has the right to take up to one year of unpaid Parental Leave;
- b. The members of an employee couple have the right to share the same quantum of Parental Leave between them;
- c. Parental Leave may only be taken by one member of an employee couple at any one time, with the exception of a 3 week period from the time of a baby's birth or adoption;
- d. An employee (or an employee couple) may request a further period of up to one additional year of Parental Leave, with approval being at the employer's discretion;
- e. A pregnant employee has the right to be provided with safe work during her pregnancy; and
- f. An employee returning to work from Parental Leave has the right to resume their former position or another similar position.

6.13.2 DEFINITIONS

For the purpose of this clause child means a child of the employee under the age of one year except for adoption of a child where child means a child under the age of ten years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

In this clause spouse includes a de facto or former spouse.

6.13.3 BASIC ENTITLEMENT

After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

Parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

- a. for maternity and paternity, an unbroken period of up to three weeks commencing from the time of the birth of the child; or
- b. for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

6.13.4 RIGHT TO REQUEST

A full-time, part-time, fixed term and casual employee, after twelve months continuous service, is entitled to parental leave in accordance with the National Employment Standards and may request the employer to allow the employee:

- a. to extend the period of simultaneous unpaid parental up to a maximum of eight weeks;
- b. to extend the period of unpaid parental leave by a further continuous period of leave not exceeding 12 months;
- c. to return from a period of parental leave on a part-time basis until the child reaches school age;
- d. other measures to assist the employee in reconciling work and parental responsibilities.

The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

6.13.5 MATERNITY LEAVE

The purpose of maternity leave is to provide a measure of employment protection to employees in the Organisation who become pregnant, to safeguard the health of the mother in the period before and after confinement and to enable the employee to be absent for child care.

6.13.5.1 In this clause confinement is defined in relation to a female employee who has become pregnant, as the birth of a child, or termination of the pregnancy that occurs not earlier than 20 weeks before the expected date of birth of the child.

6.13.5.2 Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

6.13.5.3 In cases where an employee is confined earlier than six weeks before the expected date of birth the required absence commences on the date of birth and continues for six weeks with the 52 week period of maternity leave absence commencing from the date of confinement.

6.13.5.4 An employee is entitled to a maximum of 52 weeks' leave of absence (including the period of required absence and public holidays) for each confinement. An employee has a right to request further leave provided in clause 6.13.9.

6.13.5.5 An employee may apply to the CEO to alter the dates and/or the duration of her absence at any time provided the conditions in subclause 6.13.3 are observed and the maximum of 52 weeks is not exceeded. An employee has a right to request further leave provided in 6.13.9.

6.13.5.6 When an employee returns to work after a period of maternity leave the employer must employ her in the position she held:

- a. if she was transferred to a safe job because of her pregnancy, immediately before the transfer; or
- b. if she was transferred to a safe job because of her pregnancy, immediately before the transfer; or
- c. if she began working part-time because of the pregnancy, immediately before she so began; or
- d. otherwise, immediately before she began maternity leave.

6.13.5.7 If that position no longer exists but she is qualified for, and can perform the duties of, other positions in the employer's employment, the employer must employ her in whichever of those positions is nearest in status and remuneration to the pre-natal leave position.

6.13.6 UNPAID SPECIAL MATERNITY LEAVE

6.13.6.1 Entitlement

A female employee is entitled to a period of unpaid special maternity leave if she is unfit for work during that period because:

- a. she has a pregnancy-related illness; or
- b. she has been pregnant, and the pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by the birth of a living child.

6.13.6.2 Notice and evidence

An employee must give her employer notice of the taking of unpaid special maternity leave by the employee.

6.13.6.3 Unpaid special maternity leave notice requirements

The notice must:

- a. be given to the employer as soon as reasonably practicable (which may be a time after the leave has started); and
- b. advise the employer of the period, or expected period, of the leave.

6.13.6.4 An employee who has given her employer notice of the taking of unpaid special maternity leave must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for a reason specified in clause 6.13.6.1

6.13.6.5 Without limiting the generality of clause 6.13.6.4, an employer may require the evidence referred to in that subsection to be a medical certificate.

6.13.6.6 An employee is not entitled to take unpaid special maternity leave unless the employee complies with clause 6.13.6.2 to clause 6.13.6.4.

6.13.6.7 Taking of special maternity leave reduces entitlement to unpaid parental leave.

6.13.6.8 A female employee's entitlement to 12 months unpaid parental leave associated with the birth of a child is reduced by the amount of any unpaid special maternity leave taken by the employee while she was pregnant.

6.13.7 PATERNITY LEAVE

An employee will provide the employer at least ten weeks prior to each proposed paternity leave, with:

- a. A certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
- b. written notification of the dates on which he proposes to start and finish the period of paternity leave; and
- c. a statutory declaration stating:
 1. he will take that period of paternity leave to become the primary care giver of a child;
 2. particulars of any period of maternity leave sought or taken by his spouse; and
 3. that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

The employee will not be in breach of this clause if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances. The employee shall immediately notify the CEO of any change in the information provided.

6.13.8 ADOPTION LEAVE

The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

6.13.8.1 Before commencing adoption leave, an employee will provide the CEO with a statutory declaration stating:

- a. The employee is seeking adoption leave to become the primary care giver of the child;
- b. Particulars of any period of adoption leave sought or taken by the employees spouse; and
- c. That for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment

6.13.8.2 The CEO may require an employee to provide confirmation from the appropriate government authority of the placement.

6.13.8.3 Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the CEO immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

6.13.8.4 An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

6.13.8.5 An employee seeking to adopt a child is entitled to take unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the

adoption procedure. The employee and CEO should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the CEO may require the employee to take such paid leave instead.

6.13.9 VARIATION OF PERIOD OF PARENTAL LEAVE

The period of unpaid parental leave may be extended for up to 12 months beyond available parental leave period

6.13.9.1 Employee may request further period of leave

An employee who takes unpaid parental leave for his or her available parental leave period may request his or her employer to agree to an extension of unpaid parental leave for the employee for a further period of up to 12 months immediately following the end of the available parental leave period.

6.13.9.2 Making the request

The request must be in writing, and must be given to the employer at least 4 weeks before the end of the available parental leave period.

6.13.9.3 Agreeing to the requested extension

The employer must agree to the requested extension, unless the employer has reasonable business grounds for refusing.

6.13.10 PARENTAL LEAVE AND OTHER ENTITLEMENTS

An employee may in lieu of or in conjunction with parental leave, access other paid leave entitlements which they have accrued, such as annual leave or long service leave, subject to the total amount of leave not exceeding 52 weeks. An employee has a right to request further leave provided in 6.13.4

6.13.11 TRANSFER TO A SAFE JOB

Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to her present work until the commencement of maternity leave.

If the transfer to a safe job is not practicable, and the employee is entitled to unpaid parental leave, she is entitled to paid no safe job leave for the period where the risk exists in accordance with the National Employment Standards.

An employee on no safe job leave may be asked to provide a further medical certificate.

6.13.12 RETURN TO WORK AFTER A PERIOD OF PARENTAL LEAVE

An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

6.13.12.1 An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to clause 6.13.11, the employee will be entitled to return to the position they held immediately before such transfer.

6.13.12.2 Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

6.13.12.3 An employee may return to work after a period of parental leave on a part-time basis upon request.

6.13.13 REPLACEMENT EMPLOYEES

A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

6.13.13.1 A replacement employee will be informed of the temporary nature of the employment and of the right of the employee who is being replaced.

6.14 PAID PARENTAL LEAVE

6.14.1 ELIGIBILITY

Paid Parental Leave of 4 weeks full pay (or 8 weeks on half pay) is available to full-time, part-time employees and casual employees who meet the following criteria:

- a. the employee must have completed a minimum of 2 years continuous service with Carers ACT;
- b. the employee must demonstrate a bona fide intention of returning to work at Carers ACT; and
- c. if a casual employee, the employee must have been employed by the organisation on a regular and systematic basis and have a reasonable expectation of continuing employment by Carers ACT on the same basis.

With the exception of the entitlement and eligibility provisions set out above, the definitions and concepts set out in clause 6.13 will also apply to Paid Parental Leave.

6.14.2 INTERACTION WITH OTHER LEAVE ENTITLEMENTS

Paid Parental Leave counts as service for all purposes, and employer superannuation contributions will be paid during this leave.

An employee eligible to take Paid Parental Leave also remains eligible to take unpaid Parental Leave under clause 6.13, except that the amount of available unpaid Parental Leave is reduced one-for-one by any period of Paid Parental Leave taken.

The total of paid and unpaid Parental Leave, including any Annual Leave or Long Service Leave taken in conjunction, may not exceed 52 weeks in the first instance. Any request for Parental Leave extending beyond 52 weeks may be declined on operational grounds.

No provision of this clause is intended to reduce an employee's right to apply for Annual Leave and/or Long Service Leave and have that application considered on the usual basis.

6.14.3 INTERACTION WITH GOVERNMENT PARENTAL LEAVE SCHEME

An employee's entitlement to Paid Parental Leave under this Agreement is additional to, and not affected by, any other entitlements available under Federal or Australian Capital Territory laws.

7 TERMINATION AND REDUNDANCY

7.1 DISCIPLINARY GUIDELINES

The Organisation's grievance and disciplinary policy and procedures are set out in the organisations policy and procedure manual.

7.2 NOTICE OF TERMINATION

7.2.1 NOTICE OF TERMINATION BY AN EMPLOYER

In order to terminate the employment of an employee the employer must give to the employee the period of notice specified in the table 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

- a. In addition to the notice in the table 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.
- b. Payment in lieu of the prescribed notice in this clause must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.
- c. The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:
 1. the employee's ordinary hours of work (even if not standard hours); and
 2. the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
 3. any other amounts payable under the employee's contract of employment.

The period of notice in this section does not apply in the case of dismissal for serious misconduct.

Continuity of service shall be calculated in the manner prescribed in the Australian Capital Territory Long Service Leave Act 1976.

7.2.2 NOTICE OF TERMINATION BY AN EMPLOYEE

The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. However, in order to assist the organisation in the provision of services to Carers employees are encouraged to give as much notice as possible.

7.2.2.1 If an employee fails to give the notice specified in 7.2.2, the employer has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received in respect of the period of notice required by this clause less any period of notice actually given by the employee.

7.2.3 JOB SEARCH ENTITLEMENT

Where an employer has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

7.3 REDEPLOYMENT AND REDUNDANCY

The parties recognise that at times it may be necessary for the Board of Directors to make positions within the organisation redundant. Redundancy should firstly be affected by natural attrition, secondly by voluntary redundancy, and lastly by forced redundancy.

The following provisions will be applied in circumstances where a position is likely to be made redundant:

1. Priority on redeployment of the employee: The first priority of the organisation in the event of a position no longer being required is to inform the employee concerned and to attempt to redeploy the employee into a suitable alternative position. If a suitable alternative position is available training will be provided to assist the employee to perform the function of the suitable alternative position, to a satisfactory level within a reasonable timeframe.
2. Suitable alternative position: A suitable alternative position is a position which represents a classification, grade, increment, and salary outcome not less than the position being made redundant, and which represents a scope, skills set, and occupation comparable to that of the position being made redundant, notwithstanding that skill enhancement by dedicated training may be appropriate. A suitable alternative position may involve location at another Carers ACT work site, and will involve similar working hours unless varied by mutual agreement.
3. The Organisation may, with the agreement of the employee, redeploy an employee to an alternative position where conditions of employment do not meet the required classification, grade, increment, salary outcomes, and working hours do not meet the standards of the position being made redundant, where it makes compensation to ensure that terms and conditions of the position being made redundant are maintained

in the alternative position. Where this occurs no further increases to remuneration will apply to the alternative position until the conditions of the alternative position are increased under a new Agreement to exceed the remuneration applying to the employee at the time of redeployment.

4. A probationary period of employment shall not apply to an employee who has been redeployed to a position providing alternative employment.
5. An employee who accepts an alternative employment position will be entitled to redundancy provisions, in the event of the alternative employment position being made redundant.
6. An employee who is offered but does not accept a suitable alternative position, which satisfies the criteria of Suitable Alternative Employment, will not be entitled to a redundancy package in accordance with this Agreement. Where redeployment is not possible the employee will be offered a redundancy in accordance with this Agreement.

7.3.1 SEVERANCE PAY

In addition to the period of notice prescribed in 7.2 for ordinary termination, an employee whose employment is terminated by reason of redundancy must be paid the following amount of severance pay in respect of a continuous period of service:

Period of continuous service	Severance pay
Less than one year	4 weeks pay
More than one year but less than two years	6 weeks pay
More than two years service less than 5 years	8 weeks pay
More than 5 years service less than 6 years	10 weeks pay
More than 6 years service less than 7 years	11 week pay
More than 7 years service less than 8 years	13 weeks pay
More than 8 years service less than 9 years	14 weeks pay
More than 9 years service less than 10 years	16 weeks pay
More than 10years service	20 weeks pay

7.3.2 CALCULATION OF PART TIME BENEFIT

The severance benefit will be calculated on a pro rata basis where an employee has worked part time hours during the period of service.

7.3.3 ABSENCES DURING A PERIOD OF SERVICE

Absences from duty, which do not count as service for long service leave purposes will not count as service for severance pay purposes.

7.3.4 RATE OF PAYMENT

For the purpose of calculating any benefit under 7.4, "weeks pay" means the ordinary time rate of pay for the employee concerned.

7.3.5 EMPLOYEE LEAVING DURING NOTICE

An employee whose employment is terminated because of redundancy may terminate her/his employment during the period of notice and, if so, will be entitled to the same benefits and payments under this clause had they remained with the Organisation until the expiry of the notice period.

7.3.6 TIME OFF DURING NOTICE PERIOD

During the period of notice given to an employee because of redundancy an employee will be allowed up to one day time off without loss of pay in each week of notice for the purpose of seeking other employment.

7.4 TRANSMISSION OF BUSINESS

Where a business is transmitted from one employer to another, the period of continuous service that the employee had with the transmitter or any prior transmitter is deemed to be service with the transferee and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

8 GENERAL PROVISIONS

8.1 FAMILY FRIENDLY WORK PRACTICES

8.1.1 BREASTFEEDING

The Organisation is committed to providing a family friendly workplace. This commitment includes the accommodation of flexible working hours, and flexibility of times of usual breaks as required for breastfeeding, expressing breast milk, or feeding of expressed or bottle milk or other feeding requirement. Required absences for these purposes shall be negotiated with the CEO.

8.1.2 BALANCED WORK LIFE

The Organisation is committed to the operation of working hours and flexible work options which will, as far as possible, allow the balancing of employees' work responsibilities and their private/family responsibilities and need for a balanced life. The Organisation will endeavour to ensure that the working hours of employees are managed so that that balance is maintained and will, where appropriate, consider alternatives to traditional working arrangements, such as working from home.

8.2 PROFESSIONAL DEVELOPMENT

Carers ACT is committed to supporting staff to improve their skills and undertake training which is relevant to their work or career goals. Staff may identify training programs through the course of their employment or through the performance process undertaken within Carers ACT.

To ensure equitable allocation of Profession development funding, Carers ACT will allocate a maximum of 2% of salary to contribute toward the cost of approved training opportunities for each employee. This may include the cost of tuition, accommodation, transport and any other associated costs.

Also available will be a maximum of 3 working days or pro-rata for part-time staff to undertake approved training. This may include study or exam time.

This funding will not be cumulative and if not used in one financial year will not be carried forward.

Regular organisational (in house) training will also be made available. Carers ACT will bear the cost of this compulsory training. Where possible, this training will be delivered within normal working hours and staff will be rostered to attend the training accordingly.

Many different training options are available and these may include such things as workshops, conferences, short courses, accredited courses, workplace traineeships, CIT or University programs.

In considering granting approval for staff to attend particular training programs, the following may be considered:

- a. Relevance to the work being undertaken by the staff member; Appropriateness to current role of the employee
- b. The strategic and operational needs of the Organisation; Relevance to further development of the employee and possible career advancement options within Carers ACT;
- c. Cost of course
- d. Skills enhancement leading to possible Carer advancement for the employee
- e. Performance review recommendations

If an employee is funded by Carers ACT to attend training and does not attend or complete the training then funding will not be made and the employee will be responsible for any costs associated with the training.

8.2.1 TRAINEESHIPS

Staff who are undertaking traineeships within the workplace and have received funding for this will have their course fees and salary paid to attend classes up to a maximum of the funding provided. This is in addition to access to other training opportunities.

8.2.2 SUPERVISION

Some programs are funded to provide professional staff with regular outside supervision. Staff to whom this applies will be able to access this supervision in addition to their professional development entitlement.

8.3 DISCRIMINATION, HARASSMENT AND WORKPLACE BULLYING

Carers ACT is committed to providing a workplace that is free from harassment, bullying and unlawful discrimination. Occurrences and complaints of this nature will be treated seriously by the Organisation and will be investigated in accordance with relevant policies and procedures.

8.4 OCCUPATIONAL HEALTH AND SAFETY

The Organisation will take all reasonable action to ensure the health and safety of employees and will adopt and implement appropriate health and safety policies and procedures which will be accessible to all staff in accordance with the relevant legislation.

8.4.1 EMPLOYEE ASSISTANCE PROGRAM

Carers ACT recognises that the welfare of its employees is an important element of achieving results through people. With prior approval from the CEO, Carers ACT will provide confidential and professional counselling services for employees to help them resolve work related problems and personal issues which may impact on their working lives.

8.5 UNION RIGHT OF ENTRY

An appropriately accredited official of a Union may enter the workplace to exercise rights under Part 3-4 of the Fair Work Act 2009, which deals with Right of Entry.

8.6 SERVICE RECORDS

The Organisation shall apply and maintain a record of all employees, which shall include the following particulars:

- a. Date of commencement of duty.
- b. Date of termination of duty.
- c. Classification of employee at dates of commencement and termination of duty.
- d. Salary at termination of duty.
- e. Total period of service (years and months).
- f. Superannuation contribution.
- g. Long Service Leave taken during the period of service or period therefore on termination of duty.
- h. Accumulated sick leave at termination of duty.

Employees will be asked if they require a service record. If requested by the employee, a copy of the record shall be made available to each employee upon termination of duty and each employee, if requested, shall be responsible for the production of this record, to any subsequent employer.

8.7 TIME RECORDS

The Organisation shall maintain time and payment records for each employee which shall be open for inspection by the employee.

8.8 INSPECTION OF PERSONNEL FILES

All records, reports and documents relating to the employment of employees covered by this Agreement are held confidentially by the Organisation, but shall be made available under supervision for inspection or copying by the individual employee or their nominated representative at a mutually suitable time for all parties concerned and as soon as is practicable.

Where an employee objects in writing to the contents of any documents on the employee's personnel file the documents may be removed from the file by mutual agreement, or the employee may place on the file a rebuttal of the contents of the disputed document.

8.9 CHANGE MANAGEMENT

The Organisation is committed to involving employees in the development and implementation of change. In this clause, "Change" includes, but is not limited to, issues such as changes in programs, organisation, structure or technology, and the creation or review of policies, to the extent that any of these are likely to have significant effects on employees.

8.9.1 CONSULTATION

In making decisions which affect employees, whether in relation to matters covered by this agreement or in relation to broader matters, the Organisation is committed to consulting with employees. The Organisation will notify the employees who may be affected by the proposed changes and their representatives, if any.

8.9.1.1 Consultation involves the following steps:

- a. providing, as far as practicable, all relevant information to employees about impending changes or decisions or other matters that will impact on them;
- b. providing an opportunity for employees to put forward views, comments and suggestions on the matters;
- c. consideration of the views, comments and suggestions submitted;
- d. advising employees of the final decisions, explaining how the views expressed by employees were taken into account; and
- e. providing information and feedback on major change in written form, to the extent that this is practicable.

8.9.2 PRINCIPLES FOR MANAGING CHANGE

The involvement of employees in the change process is critical. The steps outlined below are provided as general principles in achieving successful employee consultation and involvement.

The principles for assisting in the effective implementation of change are:

- a. the impact on employees is assessed and communicated to potentially affected employees;
- b. ways of reducing adverse impacts of the change are considered;
- c. affected employees in the change process are involved;
- d. information detailing the rationale for the change is provided;
- e. risk analysis and contingency plans are addressed;
- f. employee learning needs and learning strategies are developed; and
- g. resource implications are identified.

8.10 GRIEVANCE AND DISCIPLINARY GUIDELINES

The Organisation's grievance and disciplinary policy and procedures are set out in the organisation's policy and procedure manual.

8.11 RESOLUTION OF DISPUTES REGARDING THIS AGREEMENT OR THE NES

In the event that an employee or a group of employees has a dispute about a matter under this Agreement, or a dispute in relation to the National Employment Standards (NES), which they want considered by management then the matter should be dealt with in accordance with the following agreed procedure:

8.11.1 STAGE 1

The employee is required to notify his/her immediate supervisor in writing as to the substance of the dispute, request a meeting or bilateral discussion and state the remedy sought. The parties should attempt to settle the matter at this workplace level.

8.11.2 STAGE 2

If the matter is not settled at Stage 1, the employee and/or representative shall meet with the next level of management.

8.11.3 STAGE 3

If the matter is not settled at Stage 2, the employee and/or representative will meet with the People and Corporate Services Manager (or delegate).

8.11.4 STAGE 4

If the matter is not resolved at Stage 3, the employee or nominated representative will meet with the People and Corporate Services Manager and the CEO.

8.11.5 STAGE 5

If Stage 4 is unsuccessful, it is agreed that the dispute may be referred to Fair Work Australia by any party to the Dispute. Fair Work Australia is empowered to settle the dispute by conciliation and/or arbitration and its decision shall, subject to any rights of appeal, be final and will be accepted by the parties. Every effort will be made to ensure that the processes contained in Stage 1, 2 and 3 above will be completed within seven working days and prevent escalation of any dispute.

8.11.6 WORK TO CONTINUE AS NORMAL

While the dispute resolution procedure is being conducted, work must continue in accordance with this agreement and the Act. Subject to applicable work 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.

8.11.7 APPOINTMENT OF REPRESENTATIVE OR SUPPORT PERSON

At any time, an employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

9 DECLARATION AND SIGNATORIES

This Enterprise Bargaining Agreement has been negotiated through extensive consultation between management and Respite Care Assistant employees of Carers ACT. The content of this agreement has been canvassed with all parties. All parties are entering into this agreement with full knowledge as to the content and effect of the document.

Signatories

This Agreement is made at Canberra on this the 18 day of NOVEMBER 2010

For and on behalf of Carers ACT Assoc. Inc

Signed: Jennifer McArthur

Name and Title: Jennifer McARTHUR PEOPLE & CORPORATE SERVICES MANAGER

And

For and on Behalf of the Employees of Carers ACT covered by this Agreement

Signed: Neel Butane

Name and Title: EMPLOYEE REPRESENTATIVE
RESPIRE ASSISTANT.

In the presence of:

Signed: Leah Gashparac

Name and Title: Leah Gashparac Cottage operations manager.

ATTACHMENT A: CLASSIFICATION DEFINITIONS

A.1 Respite Care Assistant 1

A.1.1 Characteristics of the level

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

A.1.2 Responsibilities

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

- (a) undertake routine activities of a clerical and/or support nature;
- (b) undertake straightforward operation of keyboard equipment including data input and word processing at a basic level;
- (c) provide routine information including general reception and telephonist duties;
- (d) provide general stenographic duties;
- (e) apply established practices and procedures;

- (f) undertake routine office duties involving filing, recording, checking and batching of accounts, invoices, orders, stores requisitions and maintenance of an existing records system;
- (g) resident contact and interaction including attending to their personal care or undertaking generic domestic duties under direct or routine supervision and either individually or as part of a team as part of the delivery of disability services;
- (h) preparation of the full range of domestic duties including cleaning and food service, assistance to residents in carrying out personal care tasks under general supervision either individually or as part of a team as part of the delivery of disability services.

The minimum rate of pay for employees engaged in responsibilities which are prescribed by A.1.2(h) is pay point 2.

A.1.3 Requirements of the position

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

(a) Skills, knowledge, experience, qualifications and/or training

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

(b) Organisational relationships

Work under direct supervision.

(c) Extent of authority

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

(d) Progression

An employee primarily engaged in responsibilities which are prescribed by A.1.2(g) will, if full-time, progress to pay point 2 on completion of 12 months' industry experience, or if part-time, on completion of 1976 hours of industry experience. **Industry experience** means 12 months of relevant experience gained over the previous 3 years.

A.2 Respite Care Assistant 2

A.2.1 Characteristics of the level

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

A.2.2 Responsibilities

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

- (a) undertake a range of activities requiring the application of established work procedures and may exercise limited initiative and/or judgment within clearly established procedures and/or guidelines;
- (b) achieve outcomes which are clearly defined;
- (c) respond to enquiries;
- (d) assist senior employees with special projects;

- (e) perform elementary tasks within a community service program requiring knowledge of established work practices and procedures relevant to the work area;
- (f) assist with administrative functions;
- (g) implementing client skills and activities programmes under limited supervision either individually or as part of a team as part of the delivery of disability services;
- (h) supervising or providing a wide range of personal care services to residents under limited supervision either individually or as part of a team as part of the delivery of disability services;
- (i) assisting in the development or implementation of resident care plans or the planning, cooking or preparation of the full range of meals under limited supervision either individually or as part of a team as part of the delivery of disability services;
- (j) possessing an appropriate qualification (as identified by the employer) at the level of certificate 4 or above and supervising the work of others (including work allocation, rostering and providing guidance) as part of the delivery of disability services as described above or in subclause A.1.2.

A.2.3 Requirements of the position

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

- (a) **Skills, knowledge, experience, qualification and/or training**
 - (i) basic skills in oral and written communication with clients and other members of the public;
 - (ii) knowledge of established work practices and procedures relevant to the workplace;
 - (iii) knowledge of policies relating to the workplace;
 - (iv) application of techniques relevant to the workplace;
 - (v) developing knowledge of statutory requirements relevant to the workplace;
 - (vi) understanding of basic computing concepts.
- (b) **Prerequisites**
 - (i) an appropriate certificate relevant to the work required to be performed;
 - (ii) will have attained previous experience in a relevant industry, service or an equivalent level of expertise and experience to undertake the range of activities required;

- (iii) appropriate on-the-job training and relevant experience; or
- (iv) entry point for a diploma without experience.

(c) Organisational relationships

- (i) work under regular supervision except where this level of supervision is not required by the nature of responsibilities under A.2.2 being undertaken;
- (ii) provide limited guidance to a limited number of lower classified employees.

(d) Extent of authority

- (i) work outcomes are monitored;
- (ii) have freedom to act within established guidelines;

ATTACHMENT B: SALARY TABLE

CACT Classifications	Hourly Rate	Annual Salary
Respite Care Assistant 1 (SACS CSW Level 1)		
Paypoint 1	\$16.99	\$33,130.50
Paypoint 2	\$17.69	\$34,495.50
Paypoint 3	\$18.40	\$35,880.00
Respite Care Assistants 2 (SACS CSW Level 2)		
Paypoint 1	\$18.89	\$36,835.50
Paypoint 2	\$19.33	\$37,693.50
Paypoint 3	\$19.90	\$38,805.00
Paypoint 4	\$20.48	\$39,936.00
Paypoint 5	\$21.08	\$41,106.00

ATTACHMENT C: TRANSITIONAL RATES OF SHIFT PENALTIES

The following Shift Provisions will apply during the periods indicated. In lieu of the rates specified in Clause 3.1.1 of the main Agreement, shift work will be paid at the following multiple of the employee's ordinary rate of pay. Other provisions of Clause 3.1.1 remain unchanged despite any increase to the pay rate required by this Attachment.

A rate of payment specified in this table ceases to apply when a new rate commences.

Commencement Date	Afternoon Shift	Night Shift	Saturday	Sunday	Public Holiday
First pay period commencing on or after 01 July 2010	120	120	150	200	250
First pay period commencing on or after 01 July 2011	118.5	119	150	200	250
First pay period commencing on or after 01 July 2012	117	118	150	200	250
First pay period commencing on or after 01 July 2013	115.5	117	150	200	250
First pay period commencing on or after 01 July 2014	114	116	150	200	250

10th February 2011



**Carers ACT Employee Collective Agreement 2010 –
Respite Care Employees**

Undertakings

Carers ACT Incorporated provides the following undertakings to Fair Work Australia in regard to the operation of the *Carers ACT Employee Collective Agreement 2010 – Respite Care Employees*:

1. The term “spouse”, as used throughout the Agreement, will be considered to include both a *spouse* and/or a *de facto spouse* as defined in Clause 1.2.
2. In regard to Clause 3.3 of the Agreement, it is confirmed that an employee who works more than 5 hours will be entitled to take an unpaid meal break even if they have had a paid meal period with clients in accordance with paragraph 3.3.1.2.
3. In regard to Clause 3.6 of the Agreement, it is confirmed that a rostered Overnight Shift will not be changed to a Sleepover Shift at short notice. Notwithstanding this undertaking, Carers ACT reserves the right to make changes to rosters in accordance with Clause 2.1 of the Agreement.
4. In regard to Clause 6.13.7 of the Agreement, it is confirmed that Parental Leave entitlements under the NES are available to members of same-sex couples on the same basis as male-female couples. The intention of the parties is that Parental Leave entitlements are to be applied in a non-gender-specific way. If there is any doubt about the application of Clause 6.13.7 then the relevant provisions of the National Employment Standards are to be applied.
5. In regard to paragraph 6.13.10 of the Agreement, it is confirmed that no provision of the clause is intended to reduce an employee’s right to apply for Annual Leave, Long Service Leave, or another leave type as allowed by the NES, and have that application considered on the same basis as would have been applied if the employee had not been on Parental Leave.

6. In regard to Clause 7.3 of the Agreement, Paragraph 3 is intended to provide a mechanism to avoid dismissal of an employee by transferring an excess employee to a Carer's ACT position which would otherwise not be considered to be a "suitable alternative position". If an employee is transferred, with the employee's consent, to a "lesser" position than the position that they previously occupied, Paragraph 3 provides that the employee's wage will not be reduced as a result of the transfer. The employee will be entitled to receive a wage that is "frozen" at the level of their previous pay point, until such time as the wage of the lower-classified position exceeds the "frozen" pay point.

7. In regard to Clause 7.3 of the Agreement, the parties note that section 120 of the Fair Work Act provides a power for Fair Work Australia to rule on the amount of severance pay to be provided to a former employee in circumstances where the employee is terminated from his or her employment, but the former employer obtains other acceptable employment for the former employee.

The parties submit that Paragraph 6 of Clause 7.3 of the Agreement operates in circumstances where Carers ACT is able to avoid the termination of an employee by internally redeploying the employee to a suitable Carers ACT position, but the employee does not accept the internal redeployment. We note that an employee would have access to the Dispute Resolution Procedures of Clause 8.11 if there is a dispute about the suitability of a proposed alternative position.

8. In regard to the Consultation provisions set out in Clause 8.9.1, it is confirmed that Carers ACT will consult with affected employees as well as notifying them in "Change" situations as set out in Clause 8.9. Further, to remove any doubt, each employee has the right to appoint a representative for the purposes of consultation with Carers ACT, and such representatives will be recognised by the employer. While consultations occur, the parties undertake that work will continue as normal provided that any workplace health and safety concerns are addressed. During this process, the employer will take all reasonable steps to mitigate any adverse effects on employees.

9. The parties note the provisions of s 206 of the FW Act which requires that an employee's rate of pay under this Agreement cannot be less than the corresponding rate of pay for that employee under the Award.

These undertakings are made for and on behalf of Carers ACT Incorporated, following discussion with representatives of the employees covered by the *Carers ACT Employee Collective Agreement 2010 – Respite Care Employees*.



Jenny McArthur
People & Corporate Services Manager
Carers ACT Incorporated

Statements by Employee Bargaining Representatives:

I support / ~~do not support~~ the attached undertakings provided by Carers ACT.

Signature: Noel Bartone Date: 10/2/2011
Noel Bartone
Carers ACT employee and bargaining representative

I support / ~~do not support~~ the attached undertakings provided by Carers ACT.

Signature: Valma Hones Date: 10/2/2011
Valma Hones
Carers ACT employee and bargaining representative

I support / ~~do not support~~ the attached undertakings provided by Carers ACT.

Signature: Natalie Lang Date: 10/2/2011
Natalie Lang
Assistant Secretary, Australian Services Union, and bargaining representative

(Melissa Kirby, Jenny Pegram and Petra Ohnesberg have not made statements as they are not current Carers ACT employees and are no longer acting as employee representatives.)

21st March 2010



Carers ACT Employee Collective Agreement 2010
Respite Care Employees
Consistent Interpretation Form

Due to an ambiguity between Clause 2.5 and Clause 3.1.2, it is confirmed that casual employees who work less than 37.5 hours per week will not be entitled to payment in addition to any casual loading in respect of their employment between midnight on Friday and midnight on Sunday in alignment with the Modern Award.

The interpretation above is made by the employees of Carers ACT Incorporated and shall be attached to Carers ACT Employee Collective Agreement 2010 - Respite Care Employees as a reference.

Below is a list of employees who support this consistent interpretation form:

Name: Leah Gashpara Signature: Leah Gashpara Date: 21/3/11

Name: ANN ANORIGHETA Signature: A Anorigheta Date: 21/3/11

Name: Zoe Davidson Signature: Davidson Date: 21/3/11

Name: Margaret Ziolkowski Signature: Ziolkowski Date: 21/3/11

Name: Maria Dimpel Signature: M. Dimpel Date: 21.03.11

Name: MARGRIT GOW Signature: M. Gow Date: 21-03-11

Name: ELISABET TEHTINEN Signature: [Signature] Date: 21.3.11

Name: MARJA ROST Signature: [Signature] Date: 21.3.11

Name: Gary Schröder Signature: [Signature] Date: 29-3-11

Name: Signature: Date:

21st March 2010



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Due to an ambiguity between Clause 2.5 and Clause 3.1.2, it is confirmed that casual employees who work less than 37.5 hours per week will not be entitled to payment in addition to any casual loading in respect of their employment between midnight on Friday and midnight on Sunday in alignment with the Modern Award.

The interpretation above is made by the employees of Carers ACT Incorporated and shall be attached to Carers ACT Employee Collective Agreement 2010 - Respite Care Employees as a reference.

Below is a list of employees who support this consistent interpretation form:

Name: <u>Gary Schreiber</u>	Signature: <u>[Signature]</u>	Date: <u>23-3-11</u>
Name: <u>Hebe Geary</u>	Signature: <u>[Signature]</u>	Date: <u>24/3/11</u>
Name: <u>Neil Brennan</u>	Signature: <u>[Signature]</u>	Date: <u>24/3/11</u>
Name: <u>Judith Urosovic</u>	Signature: <u>[Signature]</u>	Date: <u>26/3/11</u>

10/1/11

Name: Sidherne DAVIS Signature: [Signature] Date: 27.3.2011

Name: Hannah Bydie-Watson Signature: [Signature] Date: 29.3.2011

Name: Signature: Date:

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