

Acknowledgement of Country

In the spirit of reconciliation, Relationships Australia Canberra & Region acknowledges the Traditional Custodians of country throughout Australia and their continuing connection to land, sea and community. We pay our respects to their Elders past, present and future. We extend our respect to all Aboriginal and Torres Strait Islander Peoples viewing this document.

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Part 1 - Application and Operation

1. Title

- 1.1** This Agreement shall be known as the “Relationships Australia Canberra & Region Incorporated Enterprise Agreement 2023”.

2. Parties bound and application of the Agreement

- 2.1** This Agreement is made between the Relationships Australia Canberra & Region Incorporated (ABN 34 199 851 375) and current and future employees of Relationships Australia Canberra & Region Incorporated [hereafter referred to as "RACR" and the “employer”] whose classifications are included in Schedule B to this Agreement.

3. Relationship to Agreements and awards

- 3.1** This Agreement is intended to be a comprehensive Agreement encompassing all terms and conditions of employment. It shall operate to the exclusion of any industrial awards and Agreements previously applying to the employment of staff covered by this Agreement but does not exclude laws which cover work health and safety, workers' compensation, discrimination, child labour, equal employment opportunity, or training arrangements.
- 3.2** This Agreement prescribes the minimum conditions of employment for current and future RACR employees and should be read in conjunction with RACR Policies and Procedures.

4. The Award, the Agreement and the Standards

- 4.1** The employer must ensure that copies of this Agreement, the Social, Community, Home Care and Disability Services Industry Award 2010 (SCHADS Award) and the National Employment Standards (NES) are available to all employees to whom they apply via electronic means.
- 4.2** Employees can access copies of these documents at any time from RACR’s SharePoint drive, and from the Human Resource (HR) Portal on the intranet. Employees may also request copies directly from HR.
- 4.3** RACR employees are provided with copies of their rostered hours of work, which includes start and finish times, at the commencement of their employment and anytime thereafter when ongoing changes to rosters are made.

5. Date and period of operation

- 5.1** This Agreement will take effect on the seventh (7) day after the date of the approval of the Agreement by the Fair Work Commission (FWC) and have a nominal expiry date of three (3) years from that date. This Agreement will remain in operation after the nominal expiry date unless it is terminated or replaced in accordance with the Fair Work Act 2009.

6. Definitions

Act - the Fair Work Act 2009 (Cth)

ACT Employee – means an RACR employee who resides within, or in close proximity to the ACT and undertakes work from an ACT office where ACT public holidays are observed as part of ACT customs and practices. RACR employees who work remotely from other locations outside of the ACT, but who work directly in roles that rely on ACT services and staff being readily available to assist and support their daily work, will be considered ACT Employees for the purposes of this Agreement.

Agreement - the Relationships Australia Canberra & Region Incorporated Enterprise Agreement 2023.

Approved Leave - any form of employee leave approved by the Chief Executive Officer (CEO) or delegate.

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

CEO - means the Chief Executive Officer of RACR or nominated delegate.

De facto spouse - means a person who is in a relationship with the first-mentioned person in a marital-like relationship on a bona fide committed basis, not legally married to that person and includes a partner of the same sex, transgender or intersex.

Employee - means a person employed under this Agreement by Relationships Australia Canberra & Region Inc. (RACR)

Employer - /or nominated delegate and "RACR" means "Relationships Australia Canberra & Region Incorporated (ABN 34 199 851 375) and/or the RACR Board.

Family and Domestic Violence - is violent, threatening, or other abusive behaviour by certain individuals known to an employee that seeks to coerce or control the employee, and/or causes them harm or fear.

Flex time - means hours which are accumulated or owed when an employee varies their start time, finish time or length of breaks on a day of work which is recorded as agreed between the employee and their manager/delegate. For a full definition of flex time, see clause 30.11.

Fortnight - means the two-week pay cycle used for payroll processing by RACR.

Immediate family or household member - means the employee's spouse (meaning former spouse, de facto spouse and former de facto spouse), partner, child (meaning adopted child, stepchild, foster child, an ex-nuptial child and an adult child), parent, father-in-law, mother-in-law, grandparent, grandparent-in-law, grandchild, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law or child's partner, any person who lives with the employee permanently or other significant relationship.

A close relative is:

- an employee's spouse or former spouse, de facto partner or former de facto partner, child, parent, grandparent, grandchild, or sibling;
- an employee's current or former spouse or de facto partner's child, parent, grandparent, grandchild or sibling; or

- a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

Management Action – refers to the tasks, functions, duties, and directives given by managers in exercising their managerial duties, which forms part of the broader employment relationship.

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

NSW Employee - means an RACR employee who resides within NSW and undertakes work from an NSW office where ACT public holidays are not observed as part of NSW customs and practices. RACR employees who work remotely from other locations outside of the ACT and NSW and undertake work that does not rely on ACT services and staff being readily available to assist and support their daily work, will be considered NSW Employees for the purposes of this Agreement.

Ordinary time rate of pay - means the minimum rate of pay as detailed in Schedule A to this Agreement.

Other Significant Relationship - means as defined by agreement between the employee and their supervisor.

SCHADS Award - or the "Award" means the Social, Community, Home Care and Disability Services Industry Award 2010.

Shift Worker - means an employee who works for more than four ordinary hours on 10 or more weekends.

Span of Hours - the hours an employee may work their standard hours between - 7:00 am to 9:00 pm Monday to Friday.

Spouse - includes a former spouse and a former de facto spouse.

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

Supervision - continuum of individual or group support offered in the context of staff qualifications, knowledge, skills, and experience.

TOIL - means time off in lieu of payment and is accumulated when employees work extra hours to their contracted hours with prior approval.

Work Health and Safety - refers to the systems, policies and processes by which RACR fulfills its duties as a PCBU as prescribed within the Work Health and Safety Act 2011.

7. Variation of the Agreement

7.1 The parties acknowledge that this Agreement may be varied. In the event that variations to this Agreement are considered necessary by the employer and a valid majority of employees, a variation will be lodged with the FWC.

8. Aims and objectives of the Agreement

8.1 This Agreement aims to provide a comprehensive and simplified document incorporating all terms and conditions of employment for employees of RACR. The Agreement aims to provide consistency in rates and conditions of employment between categories of staff and to assist employees better meet their work and family responsibilities.

9. Agreement flexibility

9.1 Notwithstanding any other provision of this Agreement, RACR and an individual employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of RACR and the individual employee by entering into an Individual Flexibility Agreement (IFA). An IFA may only be entered into after an employee has commenced with RACR. 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.

9.2 The employer and the individual employee must have genuinely made the IFA without coercion or duress.

9.3 The IFA between the employer and the individual employee must be confined to a variation in the application of one or more of the terms listed above and result in the employee being better off overall than the employee would have been if no IFA had been agreed to.

9.4 The IFA 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, the employee's parent or guardian;
- b. state each term of this Agreement that the employer and the individual employee have agreed to vary;
- c. detail how the application of each term has been varied by agreement between the employer and the individual employee;
- d. detail how the IFA results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
- e. state the date the IFA commences to operate.

9.5 Except as provided, the IFA must not require the approval or consent of a person other than the employer and the individual employee.

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

9.7 If RACR seeks to enter an IFA, it must provide a written proposal to the employee. Where the employee's understanding of written English is limited, the employer must take measures, including translation into

an appropriate language, to ensure the employee understands the proposal.

9.8 An IFA may be terminated:

- a. by the employer or the individual employee giving at least thirteen (13) weeks' notice of termination, in writing, to the other party; or
- b. at any time, by written agreement between the employer and the individual employee.

9.9 The right to make an IFA pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision of an Agreement between an employer and an individual employee contained in any other term of this Agreement.

Note: If any of the requirements of s.144(4), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see s.145 of the Fair Work Act 2009 (Cth)).

Part 2 - Consultation and Dispute Resolution

10. Model consultation term

10.1 This term applies if the employer:

- a. has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- b. proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

10.2 For a major change referred to in 10.1 (a):

- a. the employer must notify the relevant employees of the decision to introduce the major change; and
- b. Subclauses (10.3) to (10.9) apply.

10.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.

10.4 If:

- a. relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- b. the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.

10.5 As soon as practicable after making its decision, the employer must:

- a. discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- b. for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.

10.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

- 10.7** The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 10.8** If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in 10.2 (a) and subclauses (10.3) and (10.5) are taken not to apply.
- 10.9** In this term, a major change is likely to have a significant effect on employees if it results in:
- a. the termination of the employment of employees; or
 - b. major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - c. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - d. the alteration of hours of work; or
 - e. the need to retrain employees; or
 - f. the need to relocate employees to another workplace; or
 - g. the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 10.10** For a change referred to in paragraph 10.1 (b):
- a. the employer must notify the relevant employees of the proposed change; and
 - b. subclauses (10.11) to (10.15) apply.
- 10.11** The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 10.12** If:
- a. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - b. the employee or employees advise the employer of the identity of the representative;
 - c. the employer must recognise the representative.
- 10.13** As soon as practicable after proposing to introduce the change, the employer must:
- a. discuss with the relevant employees the introduction of the change; and
 - b. for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - c. invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 10.14** However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 10.15** The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 10.16** In this term 'relevant employees' means the employees who may be affected by a change referred to in subclause (10.1).

Corporate governance framework, staff voice and consultation

10.17 Joint Staff Consultative Committee (JSCC) - the JSCC provides a broadly represented staff voice in organisational wide strategic and business planning matters and will work cooperatively and in consultation with other committees and working groups to promote and enhance internal communication.

10.17.1 The JSCC will comprise of elected employee representatives and the CEO (or their nominated delegate).

10.17.2 When appropriate, the JSCC may agree to invite others to attend and participate in meetings to provide information and advice in line with their subject matter expertise, as requested.

10.17.3 The process for inviting others to participate in JSCC meetings will be outlined in the Terms of Reference.

10.17.4 The JSCC is one of the key consultation points for organisational policies and decisions.

11. Dispute resolution

11.1 If the dispute relates to:

- a. a matter arising under the agreement; or
- b. the National Employment Standards.
- c. This term sets out procedures to settle a dispute,

Resolution within the workplace

11.2 Workplace disputes should always be addressed and resolved at the lowest possible level, with the least amount of intervention, as is appropriate to the circumstances.

11.3 If a dispute relates to a matter arising under this agreement, the underpinning award, or the National Employment Standards, employees may use this procedure to settle the dispute.

11.4 In the first instance, the employee/s and their manager must first try to resolve the dispute at the workplace level, through discussions.

11.5 If attempts to resolve the dispute are unsuccessful, the matter should be escalated to an appropriate Senior Manager or Director who will work with the parties to achieve resolution.

11.6 An employee who is a party to the dispute may appoint a representative to advise, assist, and support them while working to resolve the matters in dispute.

Resolutions outside the workplace

11.7 If, having exhausted all available internal options, a dispute remains unresolved, RACR, an employee, or their representative, may refer the matter to the Fair Work Commission (FWC) for resolution. The Fair Work Commission can deal with a dispute through conciliation, mediation or, if agreed by the parties, arbitration.

11.8 If the dispute still isn't resolved, the FWC can use any method of dispute resolution permitted by the Fair Work Act that it considers appropriate to ensure the dispute is settled. The parties to the dispute will agree to be bound by a decision made by FWC in accordance with this term.

Working towards resolution

11.9 While the parties are working to resolve the dispute, an employee must continue to perform their work as they otherwise would, had it not been for the dispute, and are required to comply with any lawful and reasonable directions given by the employer.

11.10 RACR will consider its duty of care towards all employees and stakeholders while working towards a resolution.

11.11 Employees who genuinely believe their current work arrangements pose an imminent risk to their health and safety, or to the health and safety of others, should raise their concerns with their Senior Manager or Director immediately. Senior leaders are required to seek appropriate advice and are to act as matter of urgency.

12. Anti-Discrimination

12.1 The parties to this Agreement agree that:

12.1.1 it is their intention to achieve the principal object under s351 of the Fair Work Act 2009, which is to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination at their enterprise on the basis of race, colour, sex, sexual orientation, age, physical or mental disability, marital status, family or carer's responsibilities, pregnancy, religion, political opinion, national extraction or social origin;

12.1.2 nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation; and nothing in these provisions prohibits:

- a. any discriminatory conduct (or conduct having a discriminatory effect) that is based on the inherent requirements of a particular position; or
- b. any discriminatory conduct (or conduct having a discriminatory effect) if:
 - (i) the employee is a member of the staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed; and
 - (ii) the conduct was in good faith to avoid injury to the religious susceptibilities of that religion or creed.

Part 3 - Types of Employment

13. Engagement of Employees

13.1 Employees under this Agreement will be employed as either a full-time employee, part-time employee, fixed term contract or a casual employee.

Written Confirmation of Employment

13.2 The nature of employment, rates of pay and employee entitlements must be confirmed in writing at the commencement of employment.

Code of Conduct

13.3 All employees covered by this Agreement agree to conform and abide by the RACR Code of Conduct as amended from time to time. A copy of the Code of Conduct is provided to all new employees and signed before employment commences.

Work-Life Balance

13.4 RACR is committed to developing and implementing mutually beneficial work/life balance practices with its employees. RACR will provide employees with access to policies, procedures and legislation as varied from time to time. Employer policies and procedures will not reduce employees' substantive entitlements as contained in this Agreement. They will instead provide guidelines for the fair and efficient administration of the employment relationship.

13.5 Probationary period

13.5.1 RACR may engage new employees on a period of probation not exceeding six (6) months duration. Employees will be advised of the length of their probationary period when they

commence employment. At the end of the period employees will, subject to satisfactory performance, be deemed to have passed their probationary period, which must be confirmed in writing by RACR, (with the exception of employees on a fixed term contract). Refer to the Recruitment Policy.

13.5.2 During the probationary period the supervisor will bring unsatisfactory performance to the employee's attention in writing.

13.5.3 During the probationary period either party may terminate employment by giving one (1) weeks' notice.

14. Types of Employment

Employees under this Agreement will be engaged in one of the following types of employment:

14.1 Full-time Employment:

14.1.1 A full-time employee is an employee who is engaged to work a minimum of 37.5 hours per week.

14.1.2 Although full-time employees have a regular number and pattern of ordinary hours, they may also be requested to work additional hours.

14.2 Part-time Employment:

14.2.1 A part-time employee is an employee who is engaged to work less than 37.5 hours per week and works reasonably predictable hours of work ("ordinary hours of work"). Some weeks employees may be requested to work more than their ordinary hours depending on the operational requirements of RACR.

14.2.2 Before commencing employment, the employer and the part-time employee will agree in writing on a regular pattern of work including the number of hours to be worked each week, the days of the week the employee will work and the starting and finishing times each day. Any ongoing agreed variation to the regular pattern of work will be recorded in writing.

14.2.3 In exceptional circumstances, part-time employees, who are required to perform duties outside their rostered work pattern, will have a minimum engagement period of three (3) hours.

14.2.4 These ordinary hours shall provide a basis for the calculation of pro-rata entitlements under this Agreement. Part-time employees shall be entitled to receive all the benefits of a full-time employee under this Agreement on a pro-rata basis.

14.2.5 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 (2) hours and double time thereafter, except that on Sundays such overtime will be paid for at the rate of double time and on public holidays at the rate of double time and a half.

14.2.6 All time worked by part-time employees which exceed 10 hours per day, will be paid at the rate of time and a half for the first two (2) hours and double time thereafter, except on weekends and on public holidays.

14.2.7 Time worked up to the hours prescribed above in clauses 14.2.5 and 14.2.6 will not be regarded as overtime but an extension of the contract hours for that day and will be paid at the ordinary rate of pay.

14.3 Casual Employment:

14.3.1 Employees engaged to work on an irregular or occasional basis by the hour or the day at the

discretion of the RACR with a minimum engagement period of three (3) hours per shift, unless otherwise agreed to between RACR and the employee.

- 14.3.2** Casual employees will be paid the ordinary time rate of pay for the classification plus a casual loading of 25% for ordinary working hours. The casual loading is paid in lieu of annual leave, annual leave loading, personal/carer's leave, compassionate leave and notice of termination and redundancy.
- 14.3.3** Casual employees are entitled to Long Service Leave in accordance with the applicable legislation.
- 14.3.4** Casual employees working ordinary hours on Saturdays and Sundays will be paid in accordance with Clause 29.2.
- 14.3.5** A person engaged by RACR as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- a. A regular casual employee is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.
 - b. A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
 - c. A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
 - d. Any request under this subclause must be in writing and provided to RACR.
 - e. Where a regular casual employee seeks to convert to full-time or part-time employment, RACR may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
 - f. Reasonable grounds for refusal include that:
 - i. it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award -that is, the casual employee is not truly a regular casual employee as defined in paragraph (b);
 - ii. it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
 - iii. it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
 - iv. it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
 - g. For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
 - h. Where RACR refuses a regular casual employee's request to convert, RACR must

provide the casual employee with the reasons for refusal in writing within 21 days of the request being made.

- i. Should the employee not accept the RACR's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 11. Under that procedure, the employee or RACR may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- j. Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, RACR and employee must discuss and record in writing:
 - i. the form of employment to which the employee will convert -that is, full-time; or
 - ii. part-time employment; and
 - iii. if it is agreed that the employee will become a part-time employee, the matters referred to in clause 14.2.2.
- k. The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- l. Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of RACR.
- m. A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
- n. Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits RACR to require a regular casual employee to so convert.
- o. Nothing in this clause requires RACR to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- p. RACR must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this subclause within the first 12 months of the employee's first engagement to perform work.
- q. A casual employee's right to request to convert is not affected if RACR fails to comply with the notice requirements in paragraph (p).

14.4 Fixed Term Contracts:

- 14.4.1** RACR may engage employees on a Fixed Term Contract (FTC) on either a full-time or part-time basis, up to a maximum term of two (2) years.
- 14.4.2** At the commencement of a fixed term contract RACR is required to provide employees with a copy of the Fair Work Ombudsman's Fixed Term Contract Information Statement.
- 14.4.3** Offers of Fixed Term Contracts can only be made for the following reasons:
 - a. Where the employee is providing relief for another employee who is temporarily absent on leave (e.g., Parental leave, Long Service Leave, Leave Without Pay etc.).
 - b. Where the employee is temporarily backfilling a position while the other employee is acting in another role.
 - c. Where the employee is engaged to perform a distinct and identifiable task using

specialised skills, for a set period (i.e., grant funding, special projects, funding is linked to a program that is reviewed and/or renewed annually).

- d. Where the employee is working in a role that falls under prescribed government funding exceptions.
- e. Where the employee is undertaking essential work during a peak demand period.
- f. Where the employee is undertaking temporary work during emergency circumstances.
- g. Where the employment relationship is subject to a registered training agreement (i.e., traineeship).
- h. Where the employee is undertaking a role that relates to a governance position that has a time limit under the governing rules of a corporation or association of persons.
- i. Where the underpinning modern award permits the term.

14.4.4 Offers of consecutive or additional fixed term contracts cannot exceed the two-year maximum.

14.4.5 Where a fixed term contract is offered for a period of one (1) year it can only be extended once, to the maximum term of two years.

14.4.6 Should employment move beyond the two-year maximum, the employment relationship will be considered ongoing on a full-time or part-time basis as is applicable in each instance. Employees shall receive confirmation in writing when moving from a fixed term contract into an ongoing employment relationship that details the change in their employment status.

15. Abandonment of employment

15.1 The absence of an employee from work for a continuous period exceeding three (3) working days without the consent of the employer, and without notification to the employer, is prima facie evidence that the employee has abandoned their employment.

15.2 If an employee has not established to the satisfaction of RACR that they were absent for reasonable cause, within a period of 14 days from their last attendance at work, or the date of their last approved absence in respect of which notification has been given and consent has been granted, the employee is deemed to have abandoned their employment.

15.3 Termination of employment by abandonment operates from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the employer, whichever is the later.

16. Absence from duty

16.1 Unless a provision of this Agreement or the Act states otherwise, an employee not attending for duty may lose their pay for the actual time of such non-attendance.

17. Transmission of Business

17.1 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 transmittee and taken into account when calculating notice of termination.

17.2 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 in relation to the transfer.

18. Annual Review

- 18.1** All employees will have an annual review conducted by their immediate Manager/Supervisor. The aim of the review and consequential feedback to employees is to achieve a workplace where:
- 18.1.1** Each employee and respective manager have a clear agreement about the requirements of the employee's job and the required standard of work;
 - 18.1.2** Each employee knows and can meet the key performance indicators of the position; Managers and employees discuss individual and team performance and develop and implement strategies for improvement; and
 - 18.1.3** Employees have the opportunity to do the best job they can and are encouraged and recognised for their contributions towards achieving RACR aims.
- 18.2** RACR must constantly seek the most cost-effective use of its resources and must on a continuing basis undertake reviews of its staffing requirements. In particular, reviews on staffing requirements will be conducted over the period of this Agreement and can be used as a tool for reviewing and/or updating Position Descriptions.
- 18.3** Employees are required to fully cooperate with staffing reviews and to assist implementation of any staffing changes flowing from reviews.
- 18.4** An employee annual review will be conducted in accordance with RACR Policies and Procedures which can be varied from time to time to achieve operational needs or continuous improvement process.

Part 4 - Classification and Wage Rates

19. Classification Structure

- 19.1** All employees covered by this agreement must be classified according to Schedule B. RACR will advise their employees in writing of their classification and of any changes to their classification.
- 19.2** The classification by the employer must be according to the skill level or levels required to be exercised by the employee in order to carry out the principal functions of the employment as determined by the employer.

Position descriptions

- 19.3** On commencement of employment RACR will provide a Position Description to the new employee which accurately reflects the role and duties that RACR requires the employee to perform.
- 19.4** Should an existing employee of RACR be transferred to a different position or the position that the employee occupies changes or is re-classified, RACR will provide the employee with the revised Position Description. RACR will consult with employees about changes to their positions; however, RACR will always retain the responsibility for making the final decision regarding change to positions.

Pay Increments

- 19.5** New employees will commence on the first pay point of the classification level to which they are appointed unless otherwise agreed and stipulated in the employee's Letter of Offer. Any exceptions to this clause are specified under respective classifications.
- 19.6** Progression through pay points/increments is automatic and will commence on the anniversary of the employee's starting date in their current position with RACR.
- 19.7** Progression through classification bands is not automatic.
- 19.8** Casual employees are eligible for incremental advancement.

20. Minimum weekly wages

20.1 Minimum annual rates are set out in Schedule A.

21. Wage Increases

21.1 Employees will receive the following increase to their ordinary rates of pay during the life of this Agreement:

21.1.1 Increase to SCHADS award in 2023, plus an additional 1%, effective from the first full pay period commencing on or after 1 July 2023 (1% above the SCHADS award will be back paid to employees after this agreement has been approved by Fair Work Commission (FWC)).

21.1.2 Following any announcements handed down by the FWC as part of its Annual Wage Review for minimum modern award rates, RACR will increase its ordinary rates of pay by the greater of:

- a. 2% effective from the first full pay period commencing on or after 1 July 2024.
- b. 2% effective from the first full pay period commencing on or after 1 July 2025; or
- c. the same percentage weekly increase specified by the FWC after the yearly Annual Wage Review, as it applies to the SCHADS award.

22. Transitional Provisions

22.1 Nothing in this Agreement shall be deemed or construed to reduce the remuneration of an employee as existed at the time of operation of this Agreement. Where superior remuneration to those in this Agreement operate, then RACR will continue to offer such remuneration to all current (at the time of signing of the agreement) employees for the life of this Agreement only. New employees will be employed in accordance with this Agreement.

23. Salary Packaging/Salary Sacrificing

23.1 RACR has Public Benevolent Institute status and as such employees can apply for salary packaging as organised by RACR.

23.2 Permanent employees may elect to have part of their base wage packaged in accordance with RACR policies as amended from time to time and with the relevant Australian Government Taxation legislation. The terms and conditions of any salary packaging arrangement must not be less favourable than the entitlements otherwise available under this Agreement.

23.3 Salary packaging is voluntary and employees are encouraged to seek independent financial advice before entering in any such arrangement. All arrangements for salary packaging will be recorded in writing with a copy being provided to individual employees.

23.4 Salary packaging arrangements will cease during any period of unpaid leave and on the effective date of termination.

23.5 Salary packaging arrangements can be terminated on the provision of thirty (30) days written notice by the employee or by RACR.

24. Payment of Wages

24.1 Wages are paid fortnightly into a financial institution account of the employee's choice. It is the responsibility of each employee to record any leave or pay adjustments in the electronic employee self-service portal. It is also the employees responsibility to ensure that RACR has the correct payment/financial institution details at all times.

25. Monetary Allowances

RACR will review allowances on an annual basis to meet legislative requirements.

25.1 First Aid Allowance

- 25.1.1** An employee who holds a current first aid certificate or equivalent qualification and who is required by RACR to perform first aid duty at his/her workplace in the course of their employment, shall be paid an allowance at the rate of 1.67% of the standard rate (weekly rate of a Band B, Pay Point 3 employee)
- 25.1.2** The CCS Support Worker with a valid First Aid Certificate receives a First Aid allowance for work on the weekend equivalent to 25.1.1 pro rata.
- 25.1.3** Current copies of all First Aid Certificates must be registered with Human Resources before the allowance can be paid. If certificates expire before renewal the allowance will cease until an up to date certificate is supplied.
- 25.1.4** RACR will pay for the training and refresher training for designated First Aid officers and CCS support workers.
- 25.1.5** Existing payment arrangements will be honoured until the expiry of First Aid Certificate.

25.2 Higher Duties Allowance

- 25.2.1** At the discretion of and subject to the operational requirements of RACR, higher duties shall be offered to existing, suitable employees wherever possible before external employees are engaged to fill temporary vacancies, to ensure daily operations continue without any disruption.
- 25.2.2** These opportunities are provided to staff who express interest in performing at a higher level as a way of career development. During the acting period, the person is required to maintain general operations of the function. In appointing a staff member to act in a higher position, the respective manager should ensure that the selected staff member meets minimum skills and knowledge of the function, minimum requirements of the role are explained and any deliverables during the period of absence are communicated while organising appropriate supervision arrangements for the person acting.
- 25.2.3** Employees are entitled to higher duties payment if they have agreed to perform the duties of another employee in a higher classification under this Agreement for a period of at least one week per occasion (for the days rostered in the relevant role). They shall be paid for the period at a rate not less than the minimum rate prescribed for the appropriate higher grade that is deemed relevant for the level of responsibility assigned.

25.3 Motor Vehicle Allowance

- 25.3.1** RACR does not encourage employees to use personal vehicles for work purposes and RACR will endeavour to provide employees with a RACR vehicle for work-related travel wherever possible.
- 25.3.2** If an employee is requested and agrees to use his/her own vehicle for work or work-related purposes, and there is no RACR vehicle available, the employee shall be paid an allowance as per the travel allowance policy.

25.4 On-call Allowance

- 25.4.1** An employee required to be on-call (i.e. available for recall to duty) during the period commencing from the time of finishing ordinary duty on Monday and the termination of ordinary duty on Friday shall be paid an allowance equal to two (2) hours ordinary pay for any

specified 24 hour period or part thereof.

- 25.4.2** An employee required to be on-call during the period commencing after the termination of ordinary duty on Friday and the commencement of ordinary duty on Monday or on a public holiday shall be paid an allowance equal to four (4) hours' ordinary pay for any specified 24 hour period or part thereof. This rate also applies to the Christmas holiday shutdown.

25.5 Recall Allowance

- 25.5.1** An employee recalled to work after leaving the place of employment shall be paid a minimum of two (2) hours pay at the appropriate overtime rate for such time so recalled, provided that the employee shall not be required to work the full two (2) hours if the work is completed in a shorter period. By mutual agreement, employees may be recalled for duty even if they are not required to be on-call.

25.6 Travelling Allowances/Expenses

- 25.6.1** Employees are to refer to the RACR Travel Policy regarding travel allowances and expenses.

25.7 Meal Allowance

- 25.7.1** If an employee is required to work more than one hour after their finishing time, they will either be provided with an adequate meal or paid a meal allowance, the employee shall be paid an allowance as per RACR allowances and expenses policy.

26. Superannuation

- 26.1** Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of employers and employees.
- 26.2** All employees of RACR will receive superannuation guarantee at the prescribed rate.
- 26.3** It is an employee's responsibility to ensure that RACR has the correct superannuation fund details. Existing employee's superannuation contributions will continue to be paid into their choice of superannuation fund.
- 26.4** New employees are required to provide RACR with a complying superannuation fund details for employer superannuation contributions. If an employee does not provide their superannuation fund details, the employer contributions will be paid into HESTA Superannuation Fund on their behalf.
- 26.5** Where staff members take up the option of salary packaging on a 'salary sacrifice' basis, the staff member's salary for purposes of superannuation payments will be determined as if the salary sacrifice arrangement had not been entered into.
- 26.6** Superannuation is paid as a percentage of an employee's ordinary time earnings, except in the circumstances prescribed within Clause 38.16 Superannuation on unpaid parental leave.

Part 5 - Ordinary Hours of Work

27. Ordinary hours

- 27.1** Ordinary hours may be worked between 7am - 9pm Monday-Friday.
- 27.2** Hours worked that fall outside of the span of hours as prescribed in 27.2 will be subject to the applicable penalty rates and loadings provided in Clause 29.

Full-Time Employees

- 27.3** The ordinary hours for a full-time employee is 37.5 hours per week, or an average of 37.5 hours, and will be worked as either:
- a. a maximum of 5 days in a week;
 - b. a maximum of 10 days per fortnight; or
 - c. a maximum of 150 hours worked over no more than 19 days, in a 4-week cycle.

Part-Time Employees

27.4 A part-time employee is an employee who works less than 37.5 hours per week.

Casual Employees

27.5 A casual employee who works more than 10 hours in a day, more than 37.5 hours in a week, or more than 75 hours in a fortnight will be entitled to overtime.

27.6 All overtime rates will be in substitution for and are not cumulative upon shift penalty rates.

General Rostering Principles

Core hours

27.7 RACR's core hours are the same as that which is prescribed in Clause 27.2, being 7am-9pm Monday-Friday.

Maximum daily hours

27.8 Employees should work no more than a maximum of 10 hours per day, unless the hours form part of an employee's standard roster, and/or has been agreed to by both parties.

27.9 Should an employee be required to work more than 10 hours on a day, the applicable overtime and/or penalty rates and allowances will apply, as prescribed in Clause 30.

Service Delivery Employees

27.10 Service delivery employees may be rostered to work one (1) evening shift per week, that finishes no later than 9pm, as part of their standard rostered hours.

Standard rosters involving weekend work

27.11 Where an employee works their standard rostered hours on a Saturday or Sunday, they are entitled to receive the applicable penalty rates as prescribed in Clause 29.

Rostered days off

27.12 Employees, other than casuals, will be free from duty for:

- a. not less than two full days in each week; or,
- b. not less than four full days in a fortnight; or,
- c. not less than eight full days in a 4-week cycle.

27.13 Where practicable, days off should be consecutive.

Access to rosters

27.14 Upon commencement, and at any time thereafter where a standard roster change is made, employees will be provided with a copy of their standard rostered hours that details the employees' days of work and start and finish times.

27.15 Employees can access their rosters at any time via the payroll staff portal.

Changes to rostered hours

27.16 If, in response to a changing operational need, RACR wishes to make an ongoing change to an employee's standard rostered hours, the proposed changes will be discussed with the employee/s

concerned, in the first instance.

27.17 Where changes are agreed to by both parties, the changes can be made and implemented in accordance with the terms agreed.

27.18 Where the changes proposed require greater consultation or are not agreed by both parties, RACR will follow the processes prescribed in Clauses 10 and 11 in Part 2 – Consultation and Dispute Resolution.

Changes to rosters at the employee's request

27.19 RACR recognises that eligible employees have the right to request flexible working arrangements, and to have their request considered, when determining if reasonable adjustments to hours of work, whether temporary or on an ongoing basis, can be accommodated, subject to operational needs.

27.20 Employees should refer to Clause 9. Agreement Flexibility.

28. Meal breaks and breaks between shifts

Unpaid Meal Breaks

28.1 All employees who work more than 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 between them and their manager, at a time after commencing work.

28.2 Where an employee is required to work during a meal break and continuously thereafter, they will be paid overtime for all time worked until such time as they are released from duty, the 30-minute meal break is taken, or their shift ends, whichever comes first.

Paid Tea Break

28.3 RACR employees who work more than 3 hours consecutive hours shall be entitled to a paid tea break of up to 15 minutes. Paid tea breaks form part of an employee's paid rostered hours of work.

28.4 An employee who works more than 7.5 hours (excluding their unpaid meal break) on a day will be entitled to an additional paid tea break as prescribed above.

28.5 The purpose of the tea breaks is to provide employees with an opportunity to take a short rest during their hours of work and should not be taken at time immediately before or after an unpaid meal break.

Rest breaks between shifts

28.6 An employee (other than a casual employee) should have a minimum of a 10-hour break between the end of day's shift and the beginning of the next.

28.7 Where an employee finishes one shift and is rostered to return to work for their next shift without having had the minimum 10-hour break, their roster times should be adjusted to facilitate the minimum 10-hour break between shifts.

28.8 In situations where an employee's ordinary rostered hours are adjusted to facilitate the minimum 10-hour break between shifts, they shall be paid their full ordinary hours without any loss of pay, for any such absence.

28.9 If, on the instructions of the employer, an employee resumes work without having had 10 consecutive hours off duty they will be paid at 200% until such time as they have received the minimum 10-hour break.

28.10 See Clause 30.8 to 30.10 for information about overtime meal allowances.

29. Penalty Rates

Penalty rates for ordinary rostered hours worked on Saturdays and Sundays

29.1 Employees whose ordinary rostered hours include work that is performed on a Saturday and/or Sunday

will be paid as follows:

- a. for ordinary hours worked after 9pm on Friday to midnight on Saturday will be paid at 150% of their ordinary rate of pay.
- b. for ordinary hours worked after midnight on Saturday until midnight on Sunday will be paid at 200% of their ordinary rate of pay.

Penalty rates for Casual employees for ordinary hours worked on Saturdays and Sundays

29.2 Casual employees will be paid their casual loading in addition to the Saturday and Sunday penalty rates prescribed above.

29.3 A casual employee who works ordinary on a weekend will be paid at the following rates:

- a. for hours worked between midnight Friday and midnight Saturday – 175% of the ordinary rate of pay (inclusive of the casual loading); and
- b. for hours worked between midnight Saturday and midnight Sunday – 225% of the ordinary rate of pay (inclusive of the casual loading).

30. Overtime

30.1 Overtime shall only be worked at the request of the employer to meet a genuine operational need, and approval is required prior to all overtime being worked.

30.2 Prior to overtime being worked, the employee and manager should agree as to whether the overtime shall be paid within the relevant pay period, or whether it will be taken as time off in lieu of overtime.

30.3 Time in lieu will accrue at the equivalent rate applicable to the employee had they been paid for the overtime worked.

30.4 Subject to Clause 29.1, or where provided for elsewhere in this agreement, hours worked that fall outside of RACR's ordinary span of hours 7am-9pm Monday- Friday will be paid at the following overtime rates:

- a. 150% for the first three (3) hours; and
- b. 200% thereafter, except on Sundays, where the employee will be paid at 200% for all time worked.
- c. overtime worked on public holidays will be paid for at the rate of 250%.

30.5 Overtime rates payable under this clause will be in substitution for and not cumulative upon the shift penalties prescribed in clauses above, and are not applicable to ordinary hours worked on a Saturday or Sunday as part of an employee's standard rostered hours.

Part-time and Casual Overtime

30.6 Part-time and casual employees are entitled to be paid overtime where they have worked:

- a. more than 10 paid hours in a day;
- b. more than 37.5 paid hours in a week; or,
- c. more than 75 paid hours in a fortnight.

30.7 All time worked outside the span of hours by part-time and casual employees will be paid for at the rate of 150% for the first two hours and 200% thereafter, except that on Sundays, where overtime will be paid for at the rate of 200% for all hour's worked, and on public holidays at the rate of 250%.

Overtime meal allowances

30.8 An employee who is required to work more than 1 hour of overtime is entitled to be provided with a meal free of charge.

30.9 Where a meal is not provided, the employee will be entitled to the overtime meal allowance as prescribed within RACR allowances and expenses policy, as amended from time to time.

30.10 An employee who works more than 4 consecutive hours of overtime is entitled to an additional overtime meal allowance, as prescribed above.

Flex Time

30.11 Flex time is designed to provide greater flexibility in working arrangements to enable a balance between operational requirements, efficient client service and the personal needs of employees. Flex time provides a system whereby employees may work flexible start and finish times within the ordinary span of hours and work more than the number of ordinary hours of work to accumulate Flex hours which may then be taken as time off work without loss of pay at a later mutually agreed time. The taking and accruing of Flex leave must be approved by the employee's manager prior to it being taken.

Employee Responsibilities

30.11.1 Flex time allows employees to start and finish work at times of their own choosing within a determined bandwidth, subject to the availability of work and the approval (which may be general or specific) of the manager.

30.11.2 Work performed as Flex time is considered to be 'ordinary time' and does not attract penalty rates. Flex time need to be accrued during the ordinary span of hours. An employee cannot spend long hours at the workplace just to build up a Flex credit, there must be work to be done.

Operation of Flex time

30.11.3 The employee will come to an arrangement with their supervisor/manager on how to record their accumulated or owed Flex time informally. Flex time, accumulated or owed should be taken or made up within a fortnight of when it occurred.

31. Location of Work

31.1 RACR conducts business at multiple locations and due to operational reasons, may temporarily or permanently transfer an employee(s) to a different work location. RACR will, when making any transfer request, or agreeing to a remote working location, consider the reasonableness of the proposed change in work location and have regard to:

- a. the current work location;
- b. the employee's responsibilities outside of work, including family commitments, study and education programs;
- c. the amount of travel time required; and
- d. access to travel alternatives.

Part 6 - Leave and Public Holidays

32. Annual Leave

32.1 RACR acknowledges the importance of employees taking annual leave on a regular basis to ensure that employees are sufficiently rested and have the opportunity to balance work, family and recreational interests. For these reasons, RACR encourages employees to take annual leave within twelve (12) months of its accrual.

Annual Leave Entitlement

32.2 Full-time employees working a 37.5 hour week are entitled to 150 hours paid annual leave for each

completed year of service, accrued progressively. Part-time employees accrue annual leave on a pro-rata basis. Hours worked above 37.5 hours per week do not attract annual leave accrual.

32.3 Employees who are regularly rostered for duty over seven (7) days of the week or who regularly work shift work in the course of their normal duties will receive 37.5 hours additional annual leave.

32.4 Accumulated annual leave hours will be credited to an employee at the end of each pay period with details listed on an employee's pay slip.

Annual Leave Loading

32.5 Annual Leave loading of 17.5% will be paid upon the taking of annual leave.

32.6 Shift workers, in addition to their ordinary pay, will be paid the higher of:

- a. an annual leave loading of 17.5% of their ordinary rate of pay; or
- b. the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.

Taking Annual Leave

32.7 Employees can take annual leave at a time that is mutually agreed between the employee and RACR taking into account the operational requirements of the workplace. RACR will not unreasonably refuse the taking of annual leave however, RACR may refuse to authorise a period of annual leave for an employee(s) because of the operational requirements of RACR.

32.8 Approval for planned annual leave should be sought at least two (2) weeks prior to taking the leave wherever possible so that alternative working arrangements can be made to cover the absence(s) of employees. RACR recognises that extraordinary circumstances may arise from time to time and prevent this from occurring.

32.9 Annual leave will be paid in the fortnight in which it is started unless otherwise agreed and paid at the ordinary rate of pay the employee receives immediately before the period of annual leave begins. Annual leave will be exclusive of public holidays.

Illness whilst on Annual leave

32.10 If an employee becomes ill whilst on annual leave for three (3) or more days and provides RACR with a medical certificate from a registered health practitioner or statutory declaration for that period, RACR will allow the employee to access personal leave credits for the period and re-credit annual leave. Employees need to be aware that any leave loading paid in relation to the personal leave will be recouped in the next pay.

'Excessive' Annual Leave Credits

32.11 If an employee's accrued annual leave credit is greater than six (6) weeks (or the pro-rata equivalent for part-time employees), RACR may direct the employee(s) to take up to one-quarter of the accumulated annual leave credit. Under these circumstances, RACR will give the employee(s) at least four (4) weeks' notice of the requirement to take the leave.

'Cashing Out' of Annual Leave

32.12 An employee may elect in writing to 'cash out' up to two (2) weeks of their accredited annual leave entitlement (or the pro-rata equivalent for part-time employees) each year. An employee must retain at least four (4) weeks annual leave after the cashing out has occurred. Cashed out annual leave will be paid at the rate of pay that the employee receives at the time the election is made and will attract payment of annual leave loading.

Access to Annual Leave at half pay for double the time

32.13 An employee may request in writing to take their accrued annual leave entitlement at half pay at double the time.

Access to Annual Leave at double pay for half the time

32.14 An employee who is eligible for the 'cashing out' of accrued annual leave may request in writing to take their accrued leave at double pay for half the time, up to a maximum of two (2) weeks each year.

Holiday Shutdown

32.15 In addition to an employee's annual leave entitlements, full-time and part-time employees will be granted special paid leave on Christmas Eve to the third (3) working day of January (inclusive).

32.16 When Christmas Eve falls on a weekend, the closest preceding working day is taken as the designated holiday.

32.17 The first weekend after the designated 'return to work' day following the Holiday Shutdown, will be the first weekend of work for the CCS weekend staff.

32.18 Part-time employees will only be entitled to Holiday Shutdown leave for days which they would normally work.

32.19 Such leave will be paid on ordinary hours of duty basis and will not attract annual leave loading. Staff contracted to work on weekends, will not be paid penalty rates over the Holiday Shutdown. That is, penalty rates are only paid for actual work done.

32.20 Services contracted to be open during the Holiday Shutdown may be required to be on call over the Shutdown period. Usual on-call and recall rates apply.

32.21 Employees who work on an ordinary day during the holiday shutdown will be entitled to a paid day off in lieu to be taken at a mutually convenient time or will be paid at double time and a half (250%) of their ordinary rate of pay with a minimum payment for three (3) hours work.

33. Personal / Carer's Leave

33.1 Full-time and part-time employees can access paid personal/carers leave when an employee is absent for the following reasons:

- a. Because of a personal illness or injury of the employee; (sick leave) or
- b. to provide care or support to a member of the employee's immediate family or a member of the employee's household who requires care or support because of:
 - (i) a personal illness or injury of the member; or
 - (ii) an unexpected emergency affecting the member.
- c. to attend a health appointment; or
- d. to provide care for a pet due to:
 - (i) the pet requiring immediate veterinary attention for an illness or injury; or
 - (ii) the pet unexpectedly requiring care due to an illness or injury.

Personal/Carer's Leave Entitlement

33.2 Full-time employees are entitled to fifteen (15) days paid personal/carers leave per year and part-time employees can access the same paid personal leave entitlements as full-time employees on a pro-rata basis. This leave can be claimed only for the days which an employee would normally work.

Notification of Absence

33.3 The parties to this Agreement acknowledge the importance of every individual's role within the organisation. RACR expects and relies upon each employee in order to achieve RACR goals. To this end,

the notification of an employee's absence is crucial to the functioning of RACR.

- 33.4** An employee must make all reasonable efforts to advise their Manager/Supervisor as soon as reasonably practicable prior to the employee's normal start time on any day of absence. If it is not reasonably practicable for the employee to give prior notice of absence due to circumstances beyond the employee's control, the employee shall notify their manager/supervisor by telephone of such absence at the first opportunity on the day of absence.

Evidence Required

- 33.5** RACR may request that employees provide documentary evidence (statutory declaration or medical certificate) for all periods of personal/carers' leave but will not make it mandatory for periods of leave up to three (3) days provided that those days are not immediately before or after a public holiday.
- 33.6** The employee must provide a medical certificate from a registered health practitioner. The medical certificate must be issued in respect of the area of practice in which the practitioner is registered or licensed under a law of a state or territory that provides for the registering or licensing of health practitioners.

Personal Leave Accrual

- 33.7** Personal/Carer's leave is cumulative - i.e. unused balances carry over from year to year but will not be paid out on termination of employment.

Payment for Personal/Carer's Leave

- 33.8** Payment whilst on paid personal/carers' leave will be at the employee's ordinary time rate of pay for the hours normally worked.

33.9 Unpaid Personal/Carer's Leave

- 33.9.1** Employees are entitled to two (2) additional day's unpaid carer's leave per occasion for unexpected emergencies once the employee has exhausted their personal/carers' leave.
- 33.9.2** Casual employees are entitled to two (2) days unpaid carer's leave per occasion.

34. Compassionate Leave

Paid Compassionate Leave

- 34.1** Full-time and part-time employees are entitled to:
- a. three (3) days paid compassionate leave per occasion when a member of their immediate family or household or someone with whom the employee has a significant relationship dies; or
 - b. two (2) days paid compassionate leave per occasion when a member of their immediate family or household or someone with whom the employee has a significant relationship is suffering from a serious or life-threatening personal injury.
 - c. up to (2) two days compassionate leave when a pet dies. This leave is to be negotiated with the Manager. Compassionate leave may be taken in one continuous period (of 2 or 3 days) or as separate days (2 or 3 single day absences for the same occasion), as agreed between RACR and the employee. There is no limit on the number of permissible occasions for which an employee may take compassionate leave.
- 34.2** Payment whilst on Compassionate leave will be at the employee's ordinary time rate of pay for the hours normally worked.

Evidence required

34.3 RACR may request an employee to provide reasonable evidence of the illness, injury or death relating to the need for the compassionate leave. Such evidence could include a death notice or certificate, a medical certificate or a statutory declaration attesting to the nature of the circumstance warranting compassionate leave.

Notification of Absence

34.4 The notification requirements by an employee seeking to take compassionate leave are the same as the requirements for Personal/Carer's leave.

35. Long Service Leave

35.1 All employees are entitled to Long Service Leave in accordance with the ACT LSL Act 1976 as varied from time to time.

36. Community Service Leave

36.1 Jury Service Leave

36.1.1 If an employee is called up for jury service, RACR will make up the difference between the daily attendance fee the employee receives on jury service and the employee's ordinary rate of pay for the same period, up to a maximum of ten (10) days. Employees must provide proof of attendance at jury service and of any payment received at the time of claiming the difference.

36.1.2 Employees shall notify RACR as soon as possible of the date upon which they are required to attend jury service.

36.2 Emergency Services and Reservist Leave

36.2.1 RACR will provide employees with unpaid leave for the purposes of attending a declared state of emergency as a member of the State Emergency Service (or equivalent), Rural Fire Service (or equivalent) or for the purposes of attending Defence Forces Reserve training.

36.2.2 Employees will be responsible for keeping RACR informed of requirements to attend emergency situations.

36.3 Planned leave will be notified by the employee to RACR a minimum of one (1) month in advance and be subject to the provision of satisfactory evidence that the employee is required to attend.

37. Public Holidays

37.1 Public holidays are provided for in the NES. Where another day is generally observed in a locality in substitute for any of the NES prescribed days, that day shall be observed as the public holiday in lieu of the prescribed day.

37.2 In addition to the NES public holidays, employees are entitled to any other day declared by or under the law of the state or territory to be observed generally as a public holiday by people who work in that state, territory, or locality.

37.3 By agreement between RACR and an employee (or group of employees), and subject to operational requirements, an employee may request in writing to substitute any public holiday prescribed in this Agreement and have their request considered.

37.4 RACR employees are entitled to the two additional public holidays that are recognised as such in the ACT, being Canberra Day (observed on the 2 Monday in March) and Reconciliation Day (observed on 1 Monday on or after the 27 May) each year.

37.5 Notwithstanding the provisions outlined in 37.3, ACT employees will observe the additional ACT public

holidays on the days they fall.

37.6 Flexible arrangements for NSW employees regarding ACT public holidays

37.7 When the CEO has agreed that an NSW office can operate during ordinary business hours on days otherwise observed as ACT public holidays, eligible NSW employees may request to substitute the ACT public holidays to another day by agreement, in accordance with the conditions prescribed below:

- a. NSW employees may elect to observe the ACT public holidays on the days they fall, without substitution.
- b. Arrangements for substitute days must be cost neutral and substituted days must be 'like for like'.
- c. NSW employees who elect to work on days that are otherwise deemed to be ACT public holidays will not be entitled to public holiday penalty rates or other penalty rates prescribed elsewhere in this agreement.
- d. NSW employees who are not usually rostered to work on a day in which an ACT public holiday falls are exempt from these provisions.
- e. Substitute days must be taken on or after the date that the public holiday was observed in the ACT. Substituted days cannot be taken prior to the ACT public holiday or after 31 December. ACT public holidays or substitute days not taken within these parameters will be forfeited.
- f. Substitute days must be taken at a time that is mutually agreed between the employee and their manager. Agreements, where possible, should not include arrangements where work is required to be undertaken by a replacement employee, that results in increased staffing cost to RACR.

Payment for a Public Holiday not worked

37.8 Payment for a public holiday not worked will be the same amount the employee would have received had the employee worked the day as a normal day/shift of work. Employees are only entitled to be paid for days which they would normally work.

Payment for a Public Holiday worked

37.9 Employees who work on a public holiday will be entitled to a paid day off in lieu to be taken at a mutually convenient time or will be paid at double time and a half (250%) of their ordinary rate of pay with a minimum payment for three (3) hours work.

Right to Refuse request to work on a Public Holiday

37.10 Employees requested to work on a public holiday may refuse to work on the public holiday (and take the day off) if the employee(s) has reasonable grounds for refusing to work. RACR will determine whether the refusal to work is reasonable by considering the following factors:

- a. the nature of the work performed; and
- b. whether employment is full-time, part-time, casual or shift work; and
- c. the nature of the workplace or enterprise (including its operational requirements); and
- d. the reasons for refusing the request to work; and
- e. personal circumstances (including family responsibilities); and
- f. whether usual employment conditions and agreed hours of work contemplates that RACR as your employer, might require work on public holidays; and

- g. whether the employee has acknowledged or could reasonably expect that RACR may require the employee to work on public holidays; and
- h. the amount of notice given to the employee(s) when requested to work on a public holiday; and
- i. the amount of notice provided by the employee(s) when refusing a request to work on a public holiday; and
- j. whether an emergency or unforeseen circumstances are involved; and
- k. any other relevant factors.

38. Unpaid Parental Leave

38.1 Parental Leave (that is Maternity, Paternity and/or Adoption/Fostering/Kinship Leave) is provided in accordance with the NES. Parental Leave is available to full-time and part-time employees (and eligible casual employees) who have completed at least 12 months of continuous service with RACR.

Unpaid Parental Leave NES entitlements

38.2 Subject to meeting eligibility requirements and process requirements, in summary, the NES provides the following basic entitlements:

- a. An employee has the right to take up to one year (12 months) of unpaid Parental Leave;
- b. An employee couple have the right to share the 12 months of Parental Leave between them;
- c. Parental leave is only to be taken by one (1) member of an employee couple at any one time. The exception to this is a period of eight (8) weeks during which both parents are permitted to be on concurrent leave. Concurrent leave may not commence until the birth or placement of the child without the approval of RACR. This leave may be taken as one period of leave, or several periods of leave, with none of these periods being fewer than two (2) weeks, without the approval of RACR. An employee (or an employee couple) may request a further period of up to 12 months of Parental Leave, with approval being at the employer's discretion;
- d. A pregnant employee has the right to be provided with safe work during their pregnancy; and
- e. an employee returning to work from Parental Leave has the right to resume their former position or another similar position.

Definitions

38.3 For the purpose of this clause, child means a child of the employee under the age of one (1) year except for adoption/fostering/kinship of a child where child means a child under the age of sixteen (16) years who is placed with the employee for the purposes of adoption/fostering/kinship, other than a child or step-child of the employee or a child who has previously lived continuously with the employee for a period of six (6) months or more.

Right to Request

38.4 A full-time, part-time, fixed term and casual employee, after twelve (12) months continuous service, is entitled to parental leave in accordance with the NES. Also, an employee may request the employer to consider the additional following benefits:

- a. a simultaneous unpaid parental leave up to eight (8) weeks at the time of birth or adoption;

- 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.

38.5 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.

38.6 In accordance with the NES, all employees are entitled to parental leave.

Parental leave Requirements

38.7 An employee must provide notice to the employer at least ten (10) weeks in advance of the expected date of commencement of parental leave. The notice requirements are:

- a. of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant); and
- b. of the date on which the employee proposes to commence parental leave and the period of leave to be taken - at least ten (10) weeks prior to the expected birth date.

38.8 Where the employee gives notice under clause 38.4 (a) the employee must also provide a statutory declaration stating particulars of any period of leave sought or to be taken by their spouse and that for the period of leave, the employee will not engage in any conduct inconsistent with their contract of employment. The statutory declaration must state whether the employee is to be the primary or secondary carer of the child.

38.9 An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

38.10 An employee may commence parental leave at any time within six (6) weeks immediately prior to the expected date of birth.

38.11 Where an employee continues to work within the six (6) week period immediately prior to the expected date of birth, or where the employee elects to return to work within six (6) weeks after the birth of the child, an employer will require the employee to provide a medical certificate stating that they are fit to work on their normal duties.

38.12 Where the pregnancy of an employee terminates within 28 weeks of the expected birth and the employee has not commenced maternity leave, the employee may take unpaid special maternity leave or access sick leave for such period as a registered medical practitioner certifies as necessary, except that where an employee is suffering from an illness not related to the direct consequences of the birth, an employee may be entitled to paid sick leave in lieu of, or in addition to, special maternity leave.

38.13 Adoption/Fostering/Kinship

38.13.1 An employee seeking to adopt/foster/kinship a child is entitled up to two (2) days of unpaid leave to attend compulsory interviews or examinations in regards to the adoption process.

38.13.2 An employer may require an employee to provide confirmation from the appropriate government authority of the placement before approving the request for adoption/fostering/kinship leave.

38.13.3 Where the placement of a child for adoption/fostering/kinship with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four (4) weeks from receipt of notification for the employee's return to work.

38.13.4 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 agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

38.14 Variation of the period of parental leave

38.14.1 Unless agreed otherwise between the employer and employee, an employee may apply to their employer to change the period of parental leave on one (1) occasion and any such change is to be notified at least four (4) weeks prior to the commencement of the changed arrangements.

38.15 Parental leave and other entitlements

13.15.1 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 (where requested at half pay) or long service leave, subject to the total amount of leave is not to exceed 52 weeks.

38.16 Superannuation on unpaid parental leave

38.16.1 Where an employee is on a period of unpaid parental leave, RACR will pay the Superannuation Guarantee Contribution (SGC) up to a maximum of 10 weeks, based on the percentage of ordinary time earnings the employee would have received had they not proceeded on unpaid parental leave.

38.16.2 The additional superannuation contribution will be paid in arrears into the employee's nominated superannuation fund after the employee has returned to work.

38.17 Transfer to a safe job

38.17.1 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 their present work, the employee will, if the employer deems it practicable, be transferred to a safe job and RACR will pay the employee at their full rate of pay, and will extend to the employee the same terms and conditions of employment they were entitled to prior to the transfer

38.17.2 If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee, to commence a period of paid leave in accordance with the Fair Work Act 2009.

38.18 Part-time work

38.18.1 An employee who is pregnant or is entitled to parental leave may, by agreement with the employer, reduce the employee's hours of employment to an agreed extent subject to the following conditions:

- a. Where the employee is pregnant, and to do so is necessary or desirable because of the pregnancy; or
- b. Where the employee is entitled to parental leave, by reducing the employee's entitlement to parental leave for the period of such agreement.

38.19 Communication during parental leave

38.19.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

- a. make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
- b. provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

38.19.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

38.19.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with this clause.

38.20 Termination of employment

38.20.1 An employee on parental leave may terminate their employment at any time during the period of leave by giving the required notice.

38.20.2 An employer must not terminate the employment of an employee on the ground of their pregnancy or an employee's absence on parental leave.

39. Paid Parental Leave

39.1 Paid Parental Leave is available to full-time and part-time employees (and eligible casual employees) who have completed at least 12 months of continuous service with RACR. Subject to the other provisions contained in this clause, RACR will provide eligible employees with a period of paid parental leave which will be taken to be part of the total 52 weeks leave entitlement. This leave will be paid at the ordinary rate of pay the employee receives immediately before the period of leave begins. Employees will be entitled to accrue normal entitlements while on RACR provided paid parental leave.

39.2 Primary Carer Parental Leave - employees are entitled to be paid for the fourteen (14) weeks of their parental leave at full pay or for the 28 weeks at half pay at either the time of birth or adoption/fostering/kinship placement.

39.3 Secondary Carer Parental Leave - employees are entitled to be paid for the six (6) weeks of their parental leave when the employee becomes the secondary caregiver after the time of birth or adoption/fostering/kinship placement.

40. Paid and Unpaid Cultural Leave

40.1 RACR employees of Aboriginal and Torres Strait Islander descent are entitled to two (2) paid days of Cultural Leave per year, to attend ceremonial celebrations and/or events associated with their cultural heritage.

40.2 RACR employees of any cultural decent who can establish to the employer that they have an obligation under their cultural heritage to participate in ceremonial/cultural activities shall be granted up to ten days of unpaid cultural leave per year.

40.3 Paid and Unpaid Cultural Leave does not accrue year to year.

40.4 RACR employees of Aboriginal and Torres Strait Islander descent may also apply for up to 3 days of

Exceptional Circumstances Leave for purposes such as Sorry Business, as prescribed in Clause 46.6- Exceptional Circumstances Leave.

41. Purchased Leave

- 41.1** Purchased leave (or 50/52, 51/52 employment) is where an employee purchases an additional one- or two-weeks' paid leave per financial year and is paid for 52 weeks per year at the rate of 51/52 or 50/52 of their annual salary.
- 41.2** Employees may apply each financial year to RACR to be employed under the 51/52 or 50/52 models outlined above. RACR will consider such requests and may give approval, subject to the impact this arrangement would have on service delivery and on the organisation. Factors RACR must take into account are the timing of the extra leave and the number of employees applying within a service area.
- 41.3** Each approval of 51/52 or 50/52 employment will be for a period of one (1) year, commencing 1 July and concluding 30 June in the following year. Each year's approval shall stand alone; employees need to apply by end April each year to be considered for 51/52 or 50/52 employment the following year. Employees who have not applied in the previous year will be given priority consideration.
- 41.4** Purchased leave cannot be used as a 'regular day off' thereby reducing the agreed work hours of the employee on an ongoing basis.
- 41.5** The timing of the employee's full four (4) weeks' annual leave and the additional weeks of purchased leave must be planned in advance. Before applying for new annual purchased leave, employees should have used all current purchased leave entitlements, or show good reason why it cannot be used.
- 41.6** Purchased leave must be taken within six (6) months of the year the purchased leave was accrued. An employee should access purchased leave before accessing annual leave entitlements.

42. Leave Without Pay (LWOP)

- 42.1** An employee may apply in writing requesting a period of LWOP and will have their request considered only if all other relevant paid leave entitlements and options have been exhausted.
- 42.2** Employees should be aware that when proceeding on a period of authorised leave without pay, the time away does not constitute a break in service, but the period does not count towards service for the purpose of calculating leave entitlements. Employees do not accrue annual leave, personal/carers' leave or long service leave while on leave without pay, unless provided for under the Act.
- 42.3** Applications will take into consideration RACR's operational requirements and will be determined on a case-by-case basis in response to the circumstances.
- 42.4** Unless provided for elsewhere, the maximum term an employee can be absent from the workplace on leave without pay is 12 months.
- 42.5** Where leave is not granted, notice will be given in writing outlining the reasons for the decision. RACR will advise and work with the employee to discuss other options that may be available to meet the employee's needs.

43. Disaster/Emergency Leave

- 43.1** Disaster/Emergency leave is understood to be paid leave that has been granted to an employee where the employee is unable to attend workplace and undertake work due to no fault of the employee or employer, for example, but not limited to floods, fire or other agreed events.
- 43.2** An employee can be granted up to two (2) days paid leave when a disaster/emergency directly affects the employee's ability to attend the workplace. Disaster/Emergency leave will be only granted by mutual agreement between the CEO or delegate and employee that attending the workplace is not possible due

to the extraordinary circumstances.

- 43.3** If the disaster/emergency extends beyond two (2) days, other arrangements will be considered and negotiated between the employer and employee.

44. Relocation Leave

- 44.1** An employee will be granted up to one (1) day of paid leave annually to "move house" where the employee has provided at least one (1) weeks' notice of their intention to relocate to their supervisor/manager.

45. Family and Domestic Violence Leave

- 45.1** RACR recognises that employees may experience situations of violence or abuse in their personal life that may affect their attendance or performance at work.
- 45.2** Family and domestic violence is violent, threatening, or other abusive behaviour by certain individuals known to an employee that seeks to coerce or control the employee, and/or causes them harm or fear. The perpetrator could be an employee's close relative; a member of the employee's household; or a current or former intimate partner of an employee.

45.3 Paid Family and Domestic Violence Leave

- 45.3.1** RACR shall grant paid family and domestic violence leave up to twenty (20) days per year of employment for all employees including full-time, part-time and casual employees. Leave can be taken as consecutive or single days, or as a fraction of a day.
- 45.3.2** This is an entitlement available from the first day of employment and renews every 12 months on the anniversary of employment. Paid family and domestic violence leave does not accumulate from year to year if unused.
- 45.3.3** Employees must be experiencing family and domestic violence to be eligible to take paid family and domestic violence leave. These employees can take this paid leave to deal with the impact of domestic and family violence which may include:
- a. making arrangements for their safety, or the safety of a close relative (including relocation);
 - b. attending court hearings;
 - c. attending police services; and,
 - d. attending medical, counselling or support service appointments.
- 45.3.4** If an employee takes paid family and domestic violence leave they must make all reasonable efforts to advise their Manager/Supervisor as soon as possible prior to their normal start time. This may happen after the leave has started due to circumstances beyond the employee's control. Employees must also advise their Manager/Supervisor how long they expect the leave to last.
- 45.3.5** RACR may request evidence that would satisfy a reasonable person that leave was taken to deal with the impact of family and domestic violence as outlined in this clause (45.3). Evidence may include a statutory declaration, documents issued by the police service, documents issued by a court, or medical, counselling or support service documents.
- 45.4** RACR ensures the confidentiality of any information regarding an employee's situation. As per RACR's Privacy and Confidentiality Policy, RACR will only disclose information with the employee's consent,

where required by law, or if necessary to protect the life or safety of the employee or another person.

- 45.5** RACR, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.
- 45.6** An employee who supports a person experiencing family and domestic violence may take carer's leave to accompany them to court, to hospital or to care for their children.
- 45.7** An employee experiencing family and domestic violence may be referred to the Employee Assistance Program (EAP) and/or other local resources. The EAP shall include professionals trained specifically in family and domestic violence.
- 45.8** The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.

46. Exceptional Circumstances Leave

- 46.1** An employee may apply for a period of up to 10 days of paid leave per year, due to Exceptional Circumstances.
- 46.2** RACR will assist employees in determining their best options for accessing paid leave entitlements that is appropriate to their circumstance. Exceptional Circumstances Leave may be requested and granted for various circumstances that may not already be provided elsewhere in this agreement.
- 46.3** Applications for Exceptional Circumstances Leave will be managed confidentially and with sensitivity. Approval of Exceptional Circumstances Leave is at the discretion of the CEO, or their nominated delegate, who will also consider the duration and conditions by which leave will be granted.
- 46.4** Exceptional Circumstances Leave may be considered in various circumstances, including, but not limited to, the following:
 - a. Where an employee is undergoing an intensive course of medical treatment from specialist practitioners, where personal leave entitlements have been exhausted.
 - b. Where an employee is dealing with the terminal illness of a partner, child, or other close family member (recognising kinship for Aboriginal and Torres Strait Islander peoples).
 - c. Where an employee is mourning the death of a partner, child, or other close family member.
 - d. Where an employee has been a victim of a violent crime.
 - e. Where an employee is undergoing gender affirmation care and/or treatment.
 - f. Where an employee is undergoing fertility or assisted reproduction treatment.
- 46.5** RACR employees of Aboriginal and Torres Strait Islander descent may apply to take up to three (3) days of Exceptional Circumstances Leave per year, for reasons such as Sorry Business or to attend to other community obligations associated with their cultural heritage.
- 46.6** Applications for leave will be considered on a case-by-case basis and it is not mandatory for an employee to have exhausted all other forms of paid leave prior to applying for Exceptional Circumstances Leave.

47. Professional Development

Refer to Professional Development Policy and Procedure for full details.

- 47.1** Professional development refers to courses and other education that increases an employee's professional skills and knowledge to perform their role within RACR.
- 47.2** RACR will ensure that each employee receives professional development relevant to the employee

achieving their performance expectations (as agreed between employee and Manager) to achieve organisational objectives. Full-time employees will receive 5 individual days and 4 pooled days and \$1,950.00 per financial year. Part-time employees will receive these same entitlements on a pro-rated basis, however, will receive 3 days pooled PD at a minimum. Additional support may be provided for rural staff and will be further detailed in the Professional Development policy.

- 47.3** CCS Program will be provided with a pooled total of \$5000 per financial year for professional development of CCS Casual employees.
- 47.4** Employees who are asked to supervise staff at their own band, when it is not part of their Position Description, are entitled to an additional Professional Development allocation of \$300 per annum for undertaking this peer supervision responsibility. This is to be arranged with the approval of the employee's supervisor/ Manager. The funds are to be used for supervision development.
- 47.5** Professional development time shall be accessed during the hours normally worked. Any hours in addition to hours normally worked, will not be paid and/or will not accrue TOIL. However, for part-time staff, days may be changed subject to approval and in accordance with organisational needs.
- 47.6** Professional development entitlements not taken during any one (1) financial year lapse; the entitlement can only be carried into the following year for courses in July or August that can be paid for before the end of the financial year.
- 47.7** RACR will keep an accurate record of all professional development undertaken by employees and will provide employees with available details upon request.

48. Study Leave

Refer study leave policy for full details.

- 48.1** RACR will consider applications for Study Leave upon written request in accordance with RACR policies as varied from time to time.
- 48.2** An employee wishing to apply for study leave must address their written request to the CEO or delegate for consideration.
- 48.3** A full-time employee may be entitled to up to a maximum of 75 hours per annum study leave. Part-time employees have a pro-rata allocation.
- 48.4** The level of assistance provided by RACR will depend on the relevance of the proposed study to the employee's current and proposed future employment with RACR. It will also depend on the impact on operations of the employee's absence.

49. Clinical Governance

- 49.1** RACR's Clinical Governance Framework (the Framework) provides a structured and consistent approach to promote safe, effective, and client-centred services of the highest possible standard. The Framework is part of RACR's overall operational framework which includes corporate governance, policies, and procedures. Refer to the Clinical Governance Framework for full details.

50. Supervision

Refer to the Supervision Policy and Procedure for full details.

- 50.1** It is RACR policy that staff in client service delivery roles have access to regular supervision along a continuum of support based on professional background, qualifications, knowledge, skills, role and experience.
- 50.2** The above supervision (50.1) should not be confused with general employee supervision and

management action that underpins the broader employment relationship.

- 50.3** RACR provides cultural supervision to facilitate the cultural safety of Aboriginal and Torres Strait Islander staff and to assist with the cultural competence of staff.

Part 7 - Termination of Employment

51. Notice of Termination

- 51.1** Except in the case of casual employees, either party may terminate employment at any time by giving the other party notice in writing.
- 51.2** The required period of notice to be given by the employee to the employer is two weeks.
- 51.3** The required period of notice to be given by the employer to the employee is specified below.

Years of Service	Required Notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
Over 5 years	At least 4 weeks

- 51.4** If an employee is 45 years or over and has completed at least two (2) years of continuous service with RACR, they will receive one (1) additional weeks' notice.
- 51.5** Casual employees shall be entitled to one (1) days' notice of termination.
- 51.6** Instead of providing the specified notice, RACR may choose to make payment in lieu of notice. If an employee fails to give the required notice, an amount equivalent to the amount of notice not given by the employee can be deducted from any monies owing to him or her.
- 51.7** Nothing in this agreement affects RACR right to summarily dismiss an employee without notice for serious misconduct. If summarily dismissed, an employee shall only be entitled to be paid for the time worked up to the time of dismissal and any entitlements accrued up to such time.

Job search entitlement

- 51.8** Where RACR has given notice of termination to an employee(s), the employee(s) shall be allowed up to two days' time off without loss of pay for the purpose of seeking alternative employment. The time off shall be taken at times that are convenient to the employee after consultation with RACR.

52. Payment upon Termination

- 52.1** When an employee's employment is terminated, wages and all entitlements due to the employee will be paid to the employee no later than 7 (seven) days from the date of termination.

53. Redundancy

Definitions

- 53.1** **Redundancy** occurs where RACR has made a definite decision that RACR no longer requires the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary

turnover of labour.

53.2 Week's pay means the ordinary time rate of pay for the employee(s) concerned but excludes overtime, penalty rates, disability allowances, shift allowances, special rates and any other ancillary payments of a like nature.

Transfer to lower paid duties

53.3 RACR will consider if there are suitable alternative duties that are available for the employee to be offered. When an employee is transferred to lower paid duties by reason of redundancy, the employee shall be entitled to the same period of notice for transfer as they would have been entitled to if their employment had been terminated. RACR may make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate of pay for the number of weeks of notice still owing.

53.4 Severance Pay

53.4.1 In addition to the period of notice prescribed for ordinary termination, an employee whose employment is terminated for reasons of redundancy will be entitled to the following amount of severance pay in respect of a continuous period of service:

Years of Service	Redundancy Pay- under 45 years
Less than 1 year	Nil
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	7 weeks
At least 3 years but less than 4 years	10 weeks
At least 4 years but less than 5 years	12 weeks
At least 5 years but less than 6 years	14 weeks
At least 6 years	16 weeks

53.4.2 Where an employee is 45 years or over, the entitlement shall be in accordance with the following scale:

Years of Service	Redundancy Pay – over 45 years
Less than 1 year	Nil
At least 1 year but less than 2 years	5 weeks
At least 2 years but less than 3 years	8.75 weeks
At least 3 years but less than 4 years	12.5 weeks
At least 4 years but less than 5 years	15 weeks

At least 5 years but less than 6 years	17.5 weeks
At least 6 years	20 weeks

Employee leaving during the notice period

53.5 An employee, who has been given notice of termination for reasons of redundancy, may terminate their employment during that notice period. Under these circumstances, the employee will still be entitled to receive the severance payments and benefits they would have received under this clause, but they will not be entitled to payment in lieu of notice.

Time off to seek alternative employment

53.6 During the period of notice given by RACR, an employee will be allowed up to one (1) day of time off, without loss of pay, during each week of notice for the purpose of seeking alternative employment. If the employee has been allowed paid leave for more than one (1) day per week during the notice period, the employee will at the request of RACR, be required to produce proof of attendance at an interview or they will not be paid for the time absent. For this purpose, a statutory declaration will be sufficient.

Part 8 - General Provisions

54. Work, Health and Safety

Refer to RACR's WHS Policies and Procedure Framework

54.1 RACR will take all reasonable steps to ensure the health, safety, and wellbeing of all employees while at work, in accordance with applicable Workplace Health and Safety laws and other relevance legislation.

54.2 In accordance with the Work Health and Safety Act 2011, RACR is considered a 'persons conducting a business or undertaking' (PCBU) and holds the primary duty of care to provide a safe workplace for all workers in its care.

54.3 Work Health and Safety also includes psychosocial hazards and risks.

54.4 While at work, a worker must take reasonable care for their own health and safety and take by their actions and/or inaction, take reasonable care of the health, safety and wellbeing of others in the workplace. Workers must also comply with any reasonable instructions, policies or procedures, and directions given by PCBU in the workplace.

54.5 Workers must take all reasonable steps to ensure that their actions or inaction do no cause harm to themselves or any other worker. Workers must ensure that all safety procedures and standards are adhered to at all times.

54.6 In accordance with the Work Health and Safety Act 2011, the term 'at work' is defined as any place where work is carried out, including any place where a worker goes, or is likely to be while at work, and includes out of hours events, such as work conferences, networking functions, work parties and celebrations, whether in hours, out of hours, or in personal time, of if the primary connection between the parties is work related.

54.7 Employees must comply with all safety rules and procedures and policies of RACR as varied from time to time or disciplinary action may be taken. This provision will apply immediately upon the advice of any such safety rule/procedure/policy being provided to the employee.

54.8 Employees must report to management as soon as possible, any accidents, incidents or hazards arising during their employment. If an employee has any concerns in relation to personal safety or the safety of others in RACR, they are to report them to the Work Health and Safety officer or appropriate manager who will take all reasonable steps in a timely manner to provide and maintain a safe work environment.

54.9 RACR shall provide, free of charge to employees or reimburse employees, the cost of protective clothing and safety equipment and employees must use all safety and protective equipment or clothing provided and will not misuse any equipment, plant or process that is provided to ensure workplace health and safety.

54.10 All protective clothing and safety equipment issued shall remain the property of RACR and shall be returned where required on termination of employment before termination pay is processed.

55. Employee Assistance Program (EAP)

55.1 All employees will have access to an EAP in line with RACR's EAP Policy.

56. Property of RACR

56.1 Employees must take all reasonable care in using property and equipment during the course of their employment and in accordance with any relevant directions given to the employee and any RACR policies.

56.2 In the event that RACR property is damaged through the negligent actions of an employee, RACR is entitled under this clause to seek reimbursement of the cost of repair or replacement of the property.

56.3 On termination of employment or upon request, employees must return in good condition (subject to fair wear and tear) any property belonging to RACR. If property is not returned or returned in an unreasonably poor condition, RACR may deduct from the employee's final pay the cost of the repair or replacement of the property.

57. Confidentiality

57.1 All employees are subject to the confidentiality requirements outline within various RACR policies and procedures, and referenced within their letters of offer. Employees are obliged to maintain strict confidentiality with regard to certain element of their employment with RACR.

57.2 The obligations in confidentiality clauses remain in place indefinitely after the termination of the employment relationship.

57.3 Confidentiality does not apply to pay or remuneration details, or other areas of the employment relationship where confidentiality is prohibited under Australian laws.

58. Intellectual Property

58.1 All employment contracts will contain a confidentiality clause pertaining to an employee's obligation around intellectual property related to their employment with RACR.

58.2 The obligations in this clause survive the termination of the employment relationship.

59. Policies and Procedures

59.1 Any other terms or conditions of employment not mentioned in this agreement shall be outlined in the RACR's policies and procedures as amended from time to time to achieve operational needs.

59.2 These policies and procedures will not reduce employee substantive entitlements contained in this agreement but provide guidelines for the fair and efficient administration of the employment relationship.

59.3 RACR will ensure that these policies are accessible on the RACR N drive shared across sites.

60. Employee Representatives

60.1 RACR recognises the important role the union/s plays in representing the interests of employees within the workplace. RACR employees have the right to freedom of association when determining whether

they wish to join or not join a union and are entitled to exercise their workplace rights without fear of discrimination or adverse action.

- 60.2 Employees who are union members have the right to have their industrial interests represented by that union and to participate in lawful union activities, subject to the terms of this Agreement and relevant industrial legislation.
- 60.3 Workplace delegates must act in good faith and undertake to represent members interests both collectively and individually and exercise their duties to the best of their ability.
- 60.4 Subject to genuine operational requirements, delegates and managers should work cooperatively and effectively to reach agreement when releasing employees from duty to participate in lawful union activities, including collective bargaining, staff consultation forums, and when representing the interests of members to the employer and/or in industrial tribunals.
- 60.5 Workplace delegates will be allowed up to three (3) days paid leave per year to attend accredited union education sessions or meeting.
- 60.6 Managers and employees who are nominated Employee Bargaining Representatives (EBRs) should ensure EBRs can be released from duty to prepare for and attend negotiations.

61. Signatories to the Agreement

Signed on behalf of the employer for Relationships Australia Canberra & Region Inc

FOR THE EMPLOYER

Signed 

Position CEO

Date 02 Jan 2024

Name in full (print) Stephanie Hodson

Address 15 Napier Close, Deakin, ACT, 2600

Signed on behalf of the employees of Relationships Australia Canberra & Region Inc **FOR THE EMPLOYEES**

Staff Representatives

Signed 

Position CCS Coordinator

Name in full (print) _____

Amanda Bainbridge

Address 15 Napier Close,

Deakin, ACT, 2600

Date 22/01/2024

Signed 

Position Family Dispute Resolution Practitioner

Name in full (print) Carolyn Keast

Address 15 Napier Close

Deakin ACT, 2600

Date 22/1/2024

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Schedule A: Classification Structure and Rates of Pay

Relationships Australia Canberra & Region Inc Worker Classification Structure

RACR Salary Band	Classification	First Pay Period 1/07/2023	First Pay Period 1/07/2024	First Pay Period 1/07/2025
A	A - 1	\$64,284.52	\$64,921.00	\$66,219.42
	A - 2	\$66,289.60	\$66,945.93	\$68,284.85
	A - 3	\$68,315.44	\$68,991.83	\$70,371.67
	A - 4	\$70,130.72	\$70,825.08	\$72,241.58
B	B - 1	\$71,839.99	\$72,551.28	\$74,002.31
	B - 2	\$73,908.10	\$74,639.86	\$76,132.66
	B - 3	\$75,471.26	\$76,218.50	\$77,742.87
	B - 4	\$77,033.78	\$77,796.49	\$79,352.42
C	C - 1	\$82,856.63	\$83,676.99	\$85,350.53
	C - 2	\$85,010.68	\$85,852.37	\$87,569.42
	C - 3	\$87,223.81	\$88,087.42	\$89,849.16
	C - 4	\$89,166.58	\$90,049.41	\$91,850.40
	C - 5*	\$89,800.77	\$90,689.89	\$92,503.69
	C - 6*	\$90,403.28	\$91,298.36	\$93,124.33
D	D - 1*	\$93,925.18	\$94,855.14	\$96,752.24
	D - 2*	\$94,979.92	\$95,920.32	\$97,838.72
	D - 3	\$95,557.70	\$96,503.81	\$98,433.89
	D - 4	\$96,833.92	\$97,792.67	\$99,748.52
	D - 5	\$99,145.04	\$100,126.67	\$102,129.21
	D - 6	\$99,848.89	\$100,837.50	\$102,854.25
E	E - 1	\$103,579.91	\$104,605.46	\$106,697.57
	E - 2	\$105,859.30	\$106,907.41	\$109,045.56
	E - 3	\$108,159.46	\$109,230.35	\$111,414.96
	E - 4	\$109,561.91	\$110,646.68	\$112,859.62
F	F - 1	\$112,023.50	\$113,132.65	\$115,395.30
	F - 2	\$114,365.56	\$115,497.90	\$117,807.86
	F - 3	\$116,687.21	\$117,842.53	\$120,199.38
	F - 4	\$118,145.44	\$119,315.20	\$121,701.50
G	G - 1	\$121,546.39	\$122,749.82	\$125,204.82
	G - 2	\$123,926.23	\$125,153.23	\$127,656.29
	G - 3	\$126,310.48	\$127,561.08	\$130,112.30
	G - 4	\$130,132.46	\$131,420.90	\$134,049.32

* CS and C6 - refer to C. 1. (g) under Schedule B - Classification Guide
 * D1 and D2 - refer to D. 1. (d) under Schedule B - Classification Guide

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Schedule B: RACR Worker Classification Guide

A. "Band A" Employees

A.1 Characteristics of this level

- a. A person employed as a "Band A" 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.
- d. Employees will be responsible for managing time, planning and organising their own work.
- e. Employees at this level could be required to resolve minor work procedural issues in the relevant work area within established constraints.
- f. Graduates with a tertiary degree that undertake work related to the responsibilities under this level will commence at no lower than pay point A4.

A.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. transferred to Band B
- f. provide secretarial support requiring the exercise of sound judgment, initiative, confidentiality and sensitivity in the performance of work;
- g. assist with administrative functions;
- h. implementing activities programs under limited supervision either individually or as part of a team;

A.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 knowledge of statutory requirements relevant to work;
 - (ii) basic skills in oral and written communication with clients and other members of the public;
 - (iii) knowledge of established work practices and procedures relevant to the workplace;
 - (iv) basic knowledge of organisational policies and activities;
 - (v) good knowledge of the role of the organisation and its services and/or functions;
 - (vi) application of techniques relevant to the workplace;
 - (vii) specialists require an understanding of the underlying principles in the discipline;
 - (viii) understanding of basic computing concepts.

- b. Prerequisites:
 - (i) 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; or
 - (ii) appropriate on - the - job training and relevant experience.
- c. Organisational relationships:
 - (i) work under regular supervision except where this level of supervision is not required by the nature of responsibilities;
 - (ii) provide limited guidance to a limited number of same classified employees.
- d. Extent of authority:
 - (i) work outcomes are monitored;
 - (ii) have the freedom to act within established guidelines;
 - (iii) solutions to problems may require the exercise of limited judgment, with guidance to be found in procedures, precedents and guidelines. Assistance will be available when problems occur.

A.4 Indicative roles specified at this level, but are not limited to:

- a. Administration Officer A
- b. Financial Officer A
- c. ICT Officer A

B. "Band B" Employees

B.1 Characteristics of this level

- a. A person employed as a "Band B" will work under general direction in the application of procedures, methods and guidelines which are well established.
- b. General features of this level involve solving problems of limited to moderate difficulty using knowledge, judgment and work organisational skills acquired through qualifications and/or previous work experience. Assistance is available from senior employees. Employees may receive instruction on the broader aspects of the work. In addition, employees may provide assistance to lower classified employees.
- c. Employees can exercise initiative in the application of established work procedures and may require the employee to establish goals/objectives and outcomes for their own particular work program or project.
- d. Employees may be required to supervise lower classified staff or volunteers in their day-to-day work. Employees with supervisory responsibilities may undertake some complex operational work and may undertake planning and coordination of activities within a clearly defined area of the organisation including managing the day-to-day operations of a group of residential facility for persons with a disability.
- e. Employees will be responsible for managing and planning their own work and that of subordinate staff or volunteers and may be required to deal with formal disciplinary issues within the work area.

B.2 Responsibilities

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

- a. undertake responsibility for various activities in a specialised area;
- b. exercise responsibility for a function within the organisation;
- c. allow the scope for exercising initiative in the application of established work procedures;
- d. assist in a range of functions and/or contribute to the interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of such an employee within the workplace;
- e. prepare cash payment summaries, banking reports and bank statements, post journals to ledger etc. and apply purchasing and inventory control requirements;
- f. provide secretarial and/or administrative support requiring a high degree of judgment, initiative, confidentiality and sensitivity in the performance of work;
- g. assist with or provide a range of records management services, however, the responsibility for the records management service would not rest with the employee;
- h. perform tasks of a sensitive nature including the provision of more than routine information, the receiving and accounting for moneys and assistance to clients;
- i. supervise a limited number of lower classified employees or volunteers;
- j. allow the scope for exercising initiative in the application of established work procedures;
- k. deliver single stream training programs;
- l. co-ordinate elementary service programs;
- m. provide assistance to senior employees;
- n. where prime responsibility lies in a specialised field, employees at this level would undertake at least

some of the following:

- (i) undertake some minor phase of a broad or more complex assignment;
- (ii) perform duties of a specialised nature;
- (iii) provide a range of information services;
- (iv) plan and co-ordinate elementary community-based projects or programs;
- (v) perform moderately complex functions including social planning, demographic analysis, survey design and analysis.
- (vi) conduct client intake, screening, and referral as directed and under supervision.

B.3 Requirements of the job

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

- a. Skills, knowledge, experience, qualification and/or training:
 - (i) thorough knowledge of work activities performed within the workplace;
 - (ii) sound knowledge of procedural/operational methods of the workplace;
 - (iii) may utilise limited professional or specialised knowledge;
 - (iv) working knowledge of statutory requirements relevant to the workplace;
 - (v) ability to apply computing concepts.
- a. Prerequisites:
 - (i) entry level for a relevant three-year degree-pay point 2;
 - (ii) entry level for a relevant four-year degree-pay point 3;
 - (iii) associate diploma with relevant experience;
 - (iv) relevant certificate with relevant experience or experience attained through previous appointments, services and/or study of an equivalent level of expertise and/or experience to undertake the range of activities required.
- b. Organisational relationships:
 - (i) graduates work under direct supervision;
 - (ii) works under general supervision if necessary;
 - (iii) operate as a member of a team;
 - (iv) supervision of other employees.
- c. Extent of authority:
 - (i) graduates receive instructions on the broader aspects of the work;
 - (ii) freedom to act within defined established practices;
 - (iii) problems can usually be solved by reference to procedures, documented methods and instructions. Assistance is available when problems occur.

B.4 Indicative roles specified at this level, but are not limited to:

- a. Client Service Officer B
- b. Administrative Officer B
- c. ICT Officer B
- d. Financial Officer B
- e. Children's Contact Service (CCS) Contact Worker
- f. Human Resources Officer B

C. "Band C" Employees

C.1 Characteristics of this level

- a. A person employed as a "Band C" employee will work under general direction in functions that require the application of skills and knowledge appropriate to the work. Generally, guidelines and work procedures are established.
- b. General features at this level require the application of knowledge and skills which are gained through qualifications and/or previous experience in a discipline. Employees will be expected to contribute knowledge in establishing procedures in the appropriate work-related field. In addition, employees at this level may be required to supervise various functions within a work area or activities of a complex nature.
- c. Positions may involve a range of work functions which could contain a substantial component of supervision. Employees may also be required to provide specialist expertise or advice in their relevant discipline. -
- d. Work at this level requires a sound knowledge of program, activity, operational policy or service aspects of the work performed with a function or a number of work areas.
- e. Employees require skills in managing time, setting priorities, planning and organising their own work and that of lower classified staff and/or volunteers where supervision is a component of the position, to achieve specific objectives.
- f. Employees will be expected to set outcomes and further develop work methods where general work procedures are not defined.
- g. A position that has primary responsibility for allocated cases commences at pay level C4.

C.2 Responsibilities

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

- a. undertake activities which may require the employee to exercise judgment and/or contribute critical knowledge and skills where procedures are not clearly defined;
- b. perform duties of a specialised nature requiring particular prior knowledge or the development of expertise over time;
- c. identification of specific or desired performance outcomes;
- d. contribute to interpretation and administration of areas of work for which there are no clearly established procedures;
- e. expected to set outcomes and further develop work methods where general work procedures are not defined and could exercise judgment and contribute critical knowledge and skills where procedures are not clearly defined;
- f. although still under general direction, there is greater scope to contribute to the development of work methods and the setting of outcomes. However, these must be within the clear objectives of the organisation and within budgetary constraints;
- g. provide administrative support of a complex nature to senior employees;
- h. exercise responsibility for various functions within a work area;
- i. conduct client intake, screening, and referral and case management as directed and under supervision;

- j. undertake a wide range of activities associated with program activity or service delivery;
- k. undertake computer operations requiring technical expertise and experience and may exercise initiative and judgment in the application of established procedures and practices;
- l. where the prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
 - (i) liaise with colleagues at a technical/professional level;
 - (ii) conduct discussions with clients face-to-face on intake, screening and personal support matters;
 - (iii) lead a team within a specialised project;
 - (iv) provide a reference, research and/or technical information service;
 - (v) carry out a variety of activities in the organisation requiring initiative and judgment in the selection and application of established principles, techniques and methods;
 - (vi) perform a range of planning functions which may require exercising knowledge of statutory and legal requirements;
 - (vii) assist senior employees with the planning and coordination of a community program of a complex nature.

C.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) knowledge of statutory requirements relevant to work;
 - (ii) knowledge of organisational programs, policies and activities;
 - (iii) sound discipline knowledge gained through experience, training or education;
 - (iv) knowledge of the role of the organisation and its structure and service;
 - (v) specialists require an understanding of the underlying principles in the discipline.
- b. Prerequisites:
 - (i) a tertiary degree or lesser formal qualifications with relevant experience; or
 - (ii) attained through previous appointments, service and/or study, an equivalent level of expertise and experience to undertake a range of activities.
- c. Organisational relationships:
 - (i) works under general direction;
 - (ii) supervises other staff and/or volunteers or works in a specialised field.
- d. Extent of authority:
 - (i) required to set outcomes within defined constraints;
 - (ii) provides specialist technical advice;
 - (iii) freedom to act governed by clear objectives and/or budget constraints which may involve the contribution of knowledge in establishing procedures within the clear objectives and/or budget constraints where there are no defined established practices;
 - (iv) solutions to problems generally found in precedents, guidelines or instructions;
 - (v) assistance usually available.

C.4 Indicative roles specified at this level, but are not limited to:

- a. Family Advisor
- b. Administrative Officer C
- c. ICT Officer C

- d. Financial Officer C
- e. Aboriginal and Torres Strait Islander Education & Liaison Officer
- f. Human Resource Officer C
- g. Family Worker

D. "Band D" Employees

D.1 Characteristics of this level

- a. A person employed as a "Band D" employee will work under general direction from senior employees. Employees undertake a range of functions requiring the application of a high level of knowledge and skills to achieve results in line with the organisation's goals.
- b. Employees adhere to established work practices.
- c. Positions will include a range of work functions and may involve supervision. Work may span more than one discipline. Employees at this level will be required to provide expert advice to employees classified at a lower level and volunteers.
- d. Positions at this level demand the application of knowledge which is gained through qualifications and/or previous experience. Appropriately qualified and experienced practitioners commence at D3 in the applicable pay schedule, unless otherwise agreed. If a vacancy at D3 level cannot be filled, candidates who meet the requirements of the role closely will be considered subject to satisfactorily completing the required qualifications, experience and/or registration within a period of 2 years. Such candidates are placed at D1 or D2, based on the existing qualifications and experience. Roles at D1 and D2 will be responsible for individual cases, be expected to provide therapeutic change interventions and these cases will be supervised by a person holding a role at D3 or above.
- e. Employees are required to set priorities, plan and organise their own work
- f. Interpersonal skills are required to gain the cooperation of clients and staff.
- g. Employees responsible for projects and/or functions will be required to establish outcomes to achieve organisation goals. Specialists may be required to provide multi-disciplinary advice.

D.2 Responsibilities

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

- a. responsibility for a range of functions within the organisation requiring a high level of knowledge and skills;
- b. participate in a moderately complex project, including planning, coordination, implementation and administration;
- c. set priorities and monitor workflow in the areas of responsibility;
- d. provide expert advice to employees classified at lower levels and/or volunteers;
- e. undertake duties that require knowledge of procedures, guidelines and/or statutory requirements relevant to the organisation;
- f. develop, plan and deliver therapeutic, educational and/or developmental programs and interventions for clients;
- g. where the prime responsibility lies in professional services, employees at this level would undertake at least some of the following:
 - (i) under general direction undertake a variety of tasks of a specialised and/or detailed nature;
 - (ii) exercise professional judgment within prescribed areas;
 - (iii) carry out planning, studies or research for particular projects under direction
 - (iv) provide reports on progress of program activities including recommendations;
 - (v) exercise a high level of interpersonal skills in dealing with the public and other organisations.

D.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) knowledge of organisational programs, policies and activities;
 - (ii) sound discipline knowledge gained through experience;
 - (iii) knowledge of the role of the organisation, its structure and services.
- b. Prerequisites:
 - (i) relevant degree with relevant experience;
 - (ii) qualifications in more than one discipline;
 - (iii) less formal qualifications with specialised skills sufficient to perform at this level; or
 - (iv) attained through previous appointments, service and/or study an equivalent level of experience and expertise to undertake the range of activities required.
- c. Organisational relationships:
 - (i) work under general direction;
 - (ii) supervise other employees and/or volunteers.
- d. Extent of authority:
 - (i) exercise a degree of autonomy;
 - (ii) establish priorities and monitor workflow in areas of responsibility;
 - (iii) solutions to problems can generally be found in documented techniques, precedents and guidelines or instructions. Assistance is available when required.

D.4 Indicative roles specified at this level, but are not limited to:

- a. Counsellor
- b. Community Educator
- c. Family Dispute Resolution Practitioner
- d. Family Therapist
- e. Group Facilitator
- f. Family Violence Worker
- g. ICT Officer D
- h. Financial Officer D
- i. New Access Coach
- j. Children's Contact Service Support Worker
- k. Administrative Officer D
- l. Project Officer D
- m. Human Resource Officer D
- n. Intern Practitioner
- o. Office Coordinator

E. "Band E" Employees

E.1 Characteristics of this level

- a. A person employed as a "Band E" employee will operate under limited direction from senior employees or management and undertake a range of functions for which operational policies, practices and guidelines may need to be developed.
- b. General features at this level allow employees the scope to influence the operational activities of the organisation and would require employees to be involved with establishing operational procedures which impact upon the organisation. Employees at this level will be expected to contribute to establishing procedures and work practices. Employees will be involved in the formation of programs and will be required to provide assistance and/or expert advice to other employees.
- c. Employees will be required to provide consultation and assistance relevant to the workplace. Employees will be required to set outcomes for the work areas for which they are responsible so as to achieve the objectives of the organisation. They may be required to undertake the control of a project. Employees require a good understanding of the long term goals of the organisation.
- d. Employees may work independently as specialists or maybe a senior member of a single discipline project team or provide specialist support to a range of programs or activities. Positions at this level may be identified by; impact of activities undertaken or achievement of stated outcomes or objectives for the workplace; the exercise of judgment; and the provision of expert advice
- e. Managing time is essential so outcomes can be achieved. A high level of interpersonal skills is required to develop and motivate staff.

E.2 Responsibilities

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

- a. undertake significant projects and/or functions involving the use of analytical skills;
- b. undertake specialised functions under a wide range of conditions to achieve results in line with organisation goals;
- c. exercise managerial control, involving planning, direction, control and elevation of operations for a major single or multi-specialist operation;
- d. undertake a range of duties within the work area, including developing work practices and procedures; problem definition, planning and the exercise of judgment; provide advice on policy matters and contribute to their development;
- e. negotiate on matters of significance within the organisation with other department or groups;
- f. provide advice and support on matters of complexity within the work area and/or specialised area;
- g. control and coordinate work area with budgetary constraints;
- h. provide a consultancy service for a range of activities and/or to a wide range of clients;
- i. where the prime responsibility lies in a specialised field an employee at this level would undertake at least some of the following:
 - (i) provide support to a range of activities or programs;
 - (ii) control and coordinate projects;
 - (iii) contribute to the development of new procedures and methodology;
 - (iv) provide expert advice and assistance relevant to the work area;
 - (v) supervise other specialised staff;

(vi) provide consultancy services for a range of activities.

E.3 Requirements of the position

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

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

E.4 Indicative roles at this level, but are not limited to:

- a. Program Coordinator
- b. Project Officer E
- c. ICT Officer E
- d. Financial Officer E
- e. Administrative Officer E
- f. Human Resource Officer E

F. "Band F" Employees

F.1 Characteristics of this level

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

F.2 Responsibilities

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

- a. undertake managerial or specialised functions under a wide range of conditions to achieve results in line with organisational goals;
- b. exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single discipline or multi-discipline operation;
- c. develop work practices and procedures for various projects;
- d. establish work area outcomes;
- e. prepare budget submissions for senior officers and/or the organisation;
- f. develop and implement significant operational procedures;
- g. review operations to determine their effectiveness;
- h. develop appropriate methodology and apply proven techniques in providing specialised services
- i. where prime responsibility lies in a professional field an officer at this level:
 - (i) controls and co-ordinates projects/programs within an organisation in accordance with corporate goals;
 - (ii) provides a consultancy service to a wide range of clients;
 - (iii) functions may involve complex professional problem solving;
 - (iv) provides advice on operations, programs, procedures, policies and/or processes, and contributes to their development.

F.3 Requirements of the position

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

- a. Skills, knowledge, experience, qualification and/or training:
 - (i) comprehensive knowledge of policies and procedures;
 - (ii) application of a high level of discipline knowledge;
 - (iii) specialist skills and/or supervision/management abilities exercised within a multidisciplinary or major single function operation;
 - (iv) appreciation of the long term goals of the organisation;
 - (v) detailed knowledge of program activities and work practices relevant to the work area or organisation;
 - (vi) detailed knowledge of organisation structures and functions;
 - (vii) comprehensive knowledge of requirements relevant to the discipline.
- b. Prerequisites:
 - (i) degree with substantial experience;
 - (ii) attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties required at this level.
 - (iii) comprehensive knowledge of policies and procedures;
- c. Organisational relationships:
 - (i) works under limited direction;
 - (ii) normally supervises other employees and establishes and monitors work outcomes
- d. Extent of authority:
 - (i) may manage section;
 - (ii) has significant delegated authority;
 - (iii) selection of methods and techniques based on sound judgment (guidance not always readily available within the organisation). Decisions and actions taken at this level may have a significant effect on program/project/work areas being managed.

F.4 Roles specified at this level, but are not limited to:

- a. Business Development Manager
- b. Financial Officer F
- c. ICT Manager
- d. Policy & Research Manager
- e. Cultural Mentor
- f. Service Manager
- g. Human Resource Manager
- h. Practice Manager
- i. Program Support Manager

G. "Band G" Employees

G.1 Characteristics of this level

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

G.2 Responsibilities

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

- a. undertake work of significant scope and complexity. A major portion of the work requires initiative;
- b. undertake duties of innovative, novel and/or critical nature with little or no professional direction;
- c. undertake functions across a range of administrative, specialist or operational areas which include specific programs or activities, management of services delivery and the provision of high-level advice;
- d. provide authoritative specialist advice on policy matters and contribute to the development and review of policies, both internal and external;
- e. manage extensive programs or projects in accordance with organisational goals. This may require the development, implementation and evaluation of those goals;
- f. administer complex policy and program matters;
- g. may offer consultancy service;
- h. evaluate and develop/revise methodology techniques with the organisation. The application of high-level analytical skills in the attainment and satisfying of organisational objectives;

- i. where the prime responsibility is in a specialised field, employees at this level would undertake at least some of the following:
 - (i) contribute to the development of operational policy;
 - (ii) assess and review the standards of work of other specialised personnel/external consultants;
 - (iii) initiate and formulate organisational programs;
 - (iv) implement organisational objectives within corporate goals;
 - (v) develop and recommend ongoing plans and programs.

G.3 Requirements of the position

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

- a. Skills, knowledge, experience, qualification and/or training:
 - (i) detailed knowledge of policy, programs, guidelines, procedures and practices of the organisation and external bodies;
 - (ii) detailed knowledge of statutory requirements.
- b. Prerequisites:
 - (i) qualifications are generally beyond those normally acquired through a degree course and experience in the field of specialist expertise;
 - (ii) substantial post graduate experience;
 - (iii) lesser formal qualifications and the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard; or
 - (iv) attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties of the position.
- c. Organisational relationships:
 - (i) works under limited direction;
 - (ii) normally supervises other employees and establishes and monitors work outcomes
- d. Extent of authority:
 - (i) may manage section;
 - (ii) has significant delegated authority;
 - (iii) selection of methods and techniques based on sound judgment (guidance not always readily available within the organisation). Decisions and actions taken at this level may have a significant effect on program/project/work areas being managed.

G.4 Indicative roles at this level, but are not limited to:

- a. Financial Manager
- b. HR Manager
- c. Director Operations
- d. Director Clinical Governance
- e. Director Contracts Accountability, Advocacy, Projects and Venues

Schedule 2.2 Model flexibility term

(regulation 2.08)

Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing—at any time.