



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Anglicare Tasmania Inc T/A Anglicare
(AG2014/9830)

ANGLICARE TASMANIA INC. COLLECTIVE AGREEMENT 2014

Tasmania

COMMISSIONER LEE

MELBOURNE, 22 DECEMBER 2014

Application for approval of the Anglicare Tasmania Inc. Collective Agreement 2014.

[1] An application has been made for approval of an enterprise agreement known as the *Anglicare Tasmania Inc. Collective Agreement 2014* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Anglicare Tasmania Inc T/A Anglicare. The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

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

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

[5] The Agreement was approved on 22 December 2014 and, in accordance with s.54, will operate from 29 December 2014. The nominal expiry date of the Agreement is 31 March 2018.



COMMISSIONER

ANNEXURE A

UNDERTAKINGS PURSUANT TO SECTION 186 – FAIR WORK ACT 2009

Anglicare Tasmania Inc. Collective Agreement 2014

I, Mandy Clarke - Chief Operating Officer, for the employer, Anglicare Tasmania of 159 Collins Street Hobart 7000 in the State of Tasmania, am authorised to make the following undertakings on behalf of the Employer. I hereby undertake the following in relation to the Anglicare Tasmania Inc. Collective Agreement 2014 (the Agreement):

1. In relation to Part III, Wage Rates and Related Matters, Clause 10 - Recovery of Overpayment of Wages, Subclause (d), that this Subclause is of no effect for the life of the Agreement.
2. In relation to Part IV, Allowances Clause 4 - Compassionate Leave, Subclause (g) Casual Employees (i) to include the wording "and serious illness of an immediate family or household member", as a category for casual employee to access compassionate leave.
3. Part VI, Clause 8 - Personal Leave/ Carers Leave - Subclause (k) Evidence Supporting Claim, "the employer cannot seek evidence beyond that which would satisfy a reasonable person".
4. Part II, Employment Relationship and Associated Matters, that "intermittent employee: be included as an employment category for the purposes of Clause 5, (b) (iii), as it relates to required period of notice. This is to be consistent with the, Requirement for notice of termination or payment in lieu under Section 117 of the *Fair work Act 2009*.
5. In relation to employees covered under the classifications: Part V - Hours of Work, Penalty Payments, Shift Work and Overtime Clause 2 Hours of Work - Shift Worker, Subclause (a) Definitions, to include the following:
 - (a) **Definitions**
'Afternoon shift' means:
 - (i) for community based staff - any shift finishing after 8.00 pm and at or before midnight.
 - (ii) for residential care staff - any shift finishing after 6.00 pm and at/or before midnight.
 - 'Day Shift'** means:
 - (i) for community based staff - any shift worked wholly between the hours of 6.00 am and 8.00 pm.
 - (ii) for residential care staff - means any worked wholly between the hours of 7.00 am and 6.00 pm.
 - 'Night shift'** means any shift finishing subsequent to midnight and at or before 8.00 am.

6. In relation to employees covered under the classifications: Part V - Hours of Work, Penalty Payments, Shift Work and Overtime Clause 2 Hours of Work – Shift Worker, Subclause (C) Shift Penalty Rates to include the following:

Shift Penalty Rates

An employee whilst on afternoon or night shift (as defined) shall be paid:

Community based staff

- An additional amount of 12.5 per cent of the ordinary hourly rate for a shift finishing after 8.00 pm and before 10.00 pm and;
- An additional amount of 20 per cent of the ordinary hourly rate for a shift finishing after 10.00 pm

Residential care staff

- An additional amount of 15 per cent of the ordinary hourly rate.

7. In relation to Appendix B- Wage Rates:

Social and Community Services Employees to include and increase weekly rates for the following classification effective the FEPP on or after 1st July 2014


LEVEL 2A

2A.B	\$720.48
2A.1	\$746.32
2A.2	\$753.92

LEVEL 2B

2B.B	\$746.32
2B.1	\$753.92
2B.2	\$766.08

For the Employer:

Signed (for and on behalf of Anglicare Tasmania): Mandy Clarke: 
Chief Operating Officer

Date: 18 / 12 / 2014

Witnessed by (signature): 

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



COLLECTIVE AGREEMENT

2014

Part 1 - APPLICATION AND OPERATION OF THE AGREEMENT

1. TITLE

This Agreement shall be referred to as the **Anglicare Tasmania Inc. Collective Agreement 2014.**

2. INDEX

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3. DATE OF OPERATION

- (a) This agreement will be operational on the seventh day after the date specified on the notice from The Fair Work Commission. The nominal expiry date of the Agreement will be 31st March 2018. The Agreement will continue beyond the nominal expiry date, until replaced, or terminated in accordance with the Fair Work Act 2009.
- (b) The employer shall commence negotiating for a replacement agreement at least six (6) months before the nominal expiry date of this agreement.
- (c) The employer shall negotiate in good faith with any unions covered by this agreement who are bargaining representatives at the time negotiations are due to commence.

4. AGREEMENT PARTIES

The parties to this agreement are as follows:

- (a) Anglicare Tasmania Inc. (ARBN 114 156 955) hereinafter called 'the employer',
- (b) Health Services Union, Tasmania Branch;
- (c) Australian Services Union, Tasmanian Branch;
- (d) Employees who are employed by the employer and are engaged in work in classifications contained within this Agreement.

5. SUPERSESSION and SEVERANCE PROVISIONS

- (a) This Agreement supersedes the following –
 - (i) All existing awards which but for this Agreement coming into force would have applied to employees classified in accordance with this Agreement.
 - (ii) Anglicare Tasmania Inc Collective Agreement 2012
- (b) Severance Provisions
 - (i) It is the intention of those covered by the agreement that the agreement contains only permitted matters under the Fair Work Act 2009. It is also

the intention of those covered by the agreement that the agreement contains no matters that are unlawful.

- (ii) Notwithstanding any other term of this agreement that is, in whole, or in part, not a permitted matter is, to the extent it is not a permitted matter, severed from this agreement and of no legal effect.
 - (iii) Notwithstanding any other provision, any term of this agreement that is, in whole, or in part, an unlawful term is, to the extent it is an unlawful term, severed from this agreement and of no legal effect.
 - (iv) To the extent it is possible, all terms should be interpreted in a manner that would make them permitted matters.
- (c) The parties agree that if the Social, Community, Home Care and Disability Services Industry Award 2010 is varied prior to the nominal expiry date of this agreement as a consequence of a decision by The Fair Work Commission with regard to equal remuneration in relation to the equivalent classes of employees covered by this Agreement, the extent that the terms of that Award provides a more generous entitlement, then those wage rates will prevail and shall be deemed to form part of this agreement.

6. GENERAL DEFINITIONS

'Advanced Level Support Worker (ALSW)' is an employee who works on a part-time basis with a guaranteed minimum number of weekly hours up to a maximum of 38 hours per week.

An ALSW is able to work across all sites and to support clients with minimum to high support needs, including those clients with challenging behaviours. The use of ALSW's will be limited to providing backfill to other workers who are on leave and are therefore not subject to the notice of roster changes appearing elsewhere in this Agreement.

In residential homes, any available 'backfill' hours will be offered, in the first instance, to available permanent part-time employees working in that

region. An ALSW accrues entitlements to leave based on the number of ordinary hours worked per week.

'Disability Service Worker' means an employee who is engaged to support people with intellectual, physical, psychiatric, cognitive and/or sensory disabilities.

'In home support' means care, and/or assistance provided directly to or in support of the client and provided in the client's home, family home, and/or the home of others. Home support services are intended to supplement, not replace, services provided by the individual's family and/or support network.

Trainee is an employee undertaking a traineeship under a training contract.

A **'spouse'** includes a former spouse.

A **'de facto partner'** means:

- (a) a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine basis (whether the employee and the person are of the same sex or different sexes); and
- (b) includes a former de facto partner of the employee.

7. INDIVIDUAL FLEXIBILITY

Anglicare Tasmania and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:

- (a) the arrangement meets the genuine needs of Anglicare Tasmania and the employee; and
- (b) the arrangement is genuinely agreed to by Anglicare Tasmania and the employee.

The effect of any terms in this Agreement may be varied in an individual flexibility arrangement other than:

- (a) Clause 6 - terms dealing with redundancy provisions –;
- (b) Clause 5 (B-E) - terms dealing with termination of employment;
- (c) Any terms associated with the classification of jobs; and
- (d) Part V11 Consultation and Dispute Resolution

Anglicare Tasmania must ensure that the terms of an individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Fair Work Act, 2009;
- (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.

Anglicare Tasmania must ensure that the individual flexibility arrangement:

- (a) is in writing;
- (b) includes the name of Anglicare Tasmania and the employee;
- (c) is signed by Anglicare Tasmania and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee;
- (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement;
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

Anglicare Tasmania must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

Anglicare Tasmania or the employee may terminate the individual flexibility arrangement:

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

7.1 Requests for changes to working arrangements

An employee who has responsibility for the care of either:

- (a) is the parent, or has responsibility for the care, of a child who is of school age or younger;
- (b) is a carer (within the meaning of the *Carer Recognition Act 2010*);
- (c) has a disability;
is 55 years of age or older;
- (d) is experiencing violence from a member of the employee's family;
- (e) provides 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 the member is experiencing violence from the member's family.

Where a request is made under clause 7.1 and the employee is a permanent employee with at least 12 months of continuous service or is a long term casual with a reasonable expectation of continuing employment on a regular and systematic basis, Anglicare Tasmania will agree to the request unless it has reasonable business grounds for refusing the request.

Examples of changes in working arrangements that may be requested under this Section are changes in:

- (a) hours of work; and
- (b) patterns of work

7.2 Process For Requesting an Individual Flexibility Agreement

To request an Individual Flexibility Agreement an employee is required to:-

- 1) Formalise their request in writing, stating the nature of the flexibility arrangement they are seeking.
- 2) The employee forwards their written request to Anglicare's Human Resources Unit.
- 3) Anglicare's Human Resource Unit will acknowledge receipt of the request within 3 working days.

- 4) Anglicare Tasmania will provide an employee with a written response to an employee request within 21 days of receiving a written request stating whether the request is granted or refused and the details of the reasons where the request is refused. Where the employee's request for change in his or her working arrangements is urgent, Anglicare Tasmania will provide the employee with a response as soon as reasonably practicable.

Part II - EMPLOYMENT RELATIONSHIP AND ASSOCIATED MATTERS

1. DEFINITIONS

- (a) A **'casual employee'** is an employee engaged on an hourly basis as and when required and who has no expectation of ongoing employment.
- (b) **'Fixed Term Employee'** means a person, excluding a relief employee, who is engaged for a specified term or for the duration of a specified task not exceeding 12 months. **Provided that** a fixed term appointment may be extended once by a period not exceeding 12 months.
- (c) **'Part-time employee'** is an employee engaged to regularly work for less hours per day or week than those of a full-time employee, but shall not include an employee defined as a casual employee in this Agreement.
- (d) **'Full-time employee'** is an employee engaged to regularly work 38 hours per week, averaged over a four week period.
- (e) **'Intermittent employee'** is an employee who is engaged on a part-time or full time basis whose period of employment exceeds 5 consecutive days up to a maximum of 48 weeks per calendar year. Intermittent employment may be aligned to school terms or on a periodic basis to meet the needs of particular program. Intermittent employment is terminable by the employer in accordance with the employer's requirements.
- (f) **'Relief employee'** is an employee engaged to provide relief to employees on extended periods of leave of absence and when the leave employee's return to duties is unknown and/or difficult to predict. A relief employee's employment may be terminated in accordance with the notice of termination provisions specified in this Agreement. A relief employment arrangement is not intended to create an expectation of ongoing employment.

2. EMPLOYMENT CATEGORIES

(a) Casual Employees

- (i) A casual employee for working ordinary time shall be paid per hour one thirty-eighth of the weekly rates prescribed for the work, which the employee performs. In addition a casual employee shall be paid an additional percentage of the ordinary hourly rate in respect of each hour for which the employee is paid.

PROVIDED such additional amount to be payment in lieu of annual leave, personal leave/carers leave and holidays with pay.

- (ii) The casual loading for all casual employees shall be 25%.
- (iii) Casual employees will receive a 25% casual loading for time worked between 12.00am Monday to 12.00 midnight Friday. The 25% loading is in addition to relevant weekday penalty payments.
- (iv) Between 12.00am Saturday and 12.00midnight Sunday casual employees will receive the relevant weekend penalty payments but not receive the 25% casual loading.

PROVIDED that a casual employee's terms of engagement shall be by the hour with a minimum payment of:

- (i) social and community services employees except when undertaking disability services work - 3 hours;
- (ii) home care employees - 1 hour; or
- (iii) all other employees - 2 hours

However, where work practices are such that it is inappropriate to apply the conditions stipulated by this provision, such conditions may be varied by mutual agreement between the employees and the employer.

Casual Employee Conversion to Permanent Employment

A casual who has worked on a regular and systematic basis over a period of 26 weeks has the right to request conversion to permanent employment:

- (i) On a full-time basis where the Employee has worked on a full-time basis throughout the period of casual employment ; or
- (ii) On a part-time basis where the Employee has worked on a part-time basis throughout the period of casual employment. The employment contract would be on the basis of the same number of hours as previously worked, unless other arrangements are agreed between the Employer and Employee.

The Employer may consent to or refuse the request, but must not unreasonably withhold agreement. Casual conversion will not apply where a casual employee has covered absences of permanent staff who are expected to return to work.

(B) Part-Time Employees

- (i) Part-time employees shall be entitled to annual leave, holidays with pay and personal leave/carer's leave as prescribed in Part VI – Leave and Holidays with Pay provided that payment shall be made at the rate normally paid to such employees for a similar period of time worked.
- (ii) The wage rates payable per hour shall be one thirty-eighth of the relevant rate in Part III – Wage Rates and Related Matters, Clause 1 – Classification Structure and Wage Rates.

Review of Part-Time Hours

A part-time employee who has worked over their contracted working hours on a regular and systematic basis over a period of 26 weeks has the right to request an increase in contracted hours. The amended employment contracted would be on the basis of the same number of hours as regularly worked, unless other arrangements are agreed between the Employer and Employee.

The Employer may consent to or refuse the request, but must not unreasonably withhold agreement except where the hours referred to are not on a continual basis

An increase to part-time employees' contracted hours will not apply where the employee has covered absences of permanent staff who are expected to return to work.

(C) Intermittent Employee

An intermittent employee is entitled to leave on a pro rata basis and is subject to a minimum 2 hour engagement provision.

3. MINIMUM TERMS OF ENGAGEMENT

All employees (excluding terms of engagement for casual employees contained in Part II Clause 2 (a)) shall be paid a minimum of one (1) hour at the appropriate rate for each engagement between the hours of 6.00am and 10.00pm and a minimum of two (2) hours at the appropriate rate for each engagement outside of these hours.

The employer commits to applying best practice scheduling principles which seeks as far as practicable to provide employees with a continuous flow of work within an agreed pattern.

4. POSITION DESCRIPTIONS

The employer shall provide a position description upon engagement.

5. CONTRACT OF EMPLOYMENT

- (a) (i) The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Agreement provided that such duties are not designed to promote de-skilling.
- (ii) The employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the

employee has been properly trained in the use of such tools and equipment.

(iii) Any direction issued by the employer pursuant to subclause (a) (i) and (ii) of this clause shall be consistent with the employee's responsibilities to provide a safe and healthy working environment.

(b) (i) An employee may terminate their employment by giving two weeks' notice provided that an employee, who has been employed for less than 12 months service, is required to give one week's notice of termination of employment.

(ii) The employer must not terminate an employee's employment unless:

(A) the employee has been given the required period of notice specified in paragraph (iii) herein; or

(B) the employee has been paid the required amount of compensation instead of notice (see paragraphs (iv) and (v) herein; or

(C) the employee is guilty of serious misconduct, that is, misconduct of as defined by Regulation 1.07 of the Fair Work Regulations.

(iii) The required period of notice is based on the employee's period of continuous service with the employer as follows:

Employee's period of continuous service with the employer	Period of Notice
Up to 3 years	At least 2 weeks
More than 3 years but no more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

The required notice period will be increased by one (1) week if the employee is over 45 years of age and has completed at least 2 years of continuous service with the employer at the time of termination.

- (iv) The required amount of compensation instead of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period.
- (v) That total must be worked out on the basis of:
 - (A) The employee's ordinary hours of work (even if they are not standard hours); and
 - (B) The amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
 - (C) Any other amounts payable under the employee's contract of employment including any accrued entitlements.
- (c) When the employer or employee gives notice of termination of employment, the parties may mutually agree to the employment ending before the expiration of the period of notice, and in such cases wages shall be paid up to the time of agreed termination.
- (d) Notwithstanding sub-clause (c) an employee required to give greater notice than that required in sub-clause (b) must give the required notice in accordance with their contract of employment. The employer must also provide the required notice in accordance with the contract of employment where such notice provides a more favourable benefit than this Agreement.
- (e) Casual employees are engaged by the hour and employment may be terminated by one hour's notice by either party.

(f) Qualifying Period of Employment

- (i) The employer may engage an employee initially for a six month qualifying period during which the employer and the employee may determine their willingness to continue the employment contract. During the six month qualifying period the employee concerned shall be engaged on an hourly basis and the employment may be terminated by either party giving one week's notice or by the payment or forfeiture of the equivalent period of notice not given as the case may be.
- (ii) The employer will provide an employee with regular feedback during the six months qualifying period to allow an employee to address and improve on any areas identified that require improvement.
- (iii) This does not affect the right of the employer to dismiss an employee without notice in the case of serious misconduct or neglect of duty, and in such cases wages shall be paid up to the time of dismissal only.
- (iv) For the purposes of this provision the hourly rate shall be calculated by dividing the relevant classification rate by 38.
- (v) This provision shall apply to full-time, part-time and casual employees as defined.
- (vi) This subclause shall apply in lieu of any part of this agreement providing contrary provisions.

- (g) Due to the nature of the work performed and the needs of individual clients, it can be difficult to guarantee part-time and full-time employees engaged in disability support work roles their normal hours each week. In the event that a client no longer wishes a particular employee to provide care to them, or in the event that the care is no longer required by the client, the employee(s) who provide care to that client may have their normal hours of work reduced. Prior to any reduction in hours of work the employer will take all reasonable steps to

match the employee's preferred hours of work to those of other clients (taking into account the requirements of the clients). In the event that alternative hours of work are not available an affected employee shall have their normal hours of work reduced accordingly, but shall receive the next available hours unless the employer can demonstrate that the employee is not suitable for the work.

- (h) On termination of employment the employer will only provide a Certificate of Service where this is requested by the employee.

6. REDUNDANCY PROVISIONS

- (a) The parties agree that it is not desirable to lose the services of employees through redundancy. It is the parties' preferred option to seek redeployment and retraining opportunities within the organisation should the occasion arise.

- (b) **Commitment to consult**

The parties to this Agreement recognise that redundancy, when it occurs, is both sensitive and traumatic and needs to be handled in a delicate manner.

Where the employer believes that it may be necessary to make one or more positions within the enterprise redundant, or reduce or alter hours that causes a loss of employee's income, other than as set out in Subclause 5(g) above, within Anglicare, the employer agrees to immediately notify the Union.

- (c) **Redeployment and Retraining**

In the event of a position being made redundant, or an employee's hours are reduced or altered which causes a loss of an employee's income the following shall apply:

- (i) The employer will actively explore all internal redeployment opportunities for employee surplus to requirements.

- (ii) A employee seeking redeployment may be retrained for an available position on condition that the employee can demonstrate that he or she possesses the necessary capacity for that position.
- (iii) Where retraining is required, the employer will provide and pay for any training, which the employer deems necessary for the employee to perform the duties of the position to which the employee is being redeployed. The employee will be entitled to undertake this training during work time.
- (iv) All reasonable attempts will be made to ensure that an employee's area of choice, hours of work, previous employment classification and previous roster patterns are met.

(d) Notice of Redundancy

The Employer undertakes to provide the maximum possible notice of the need to make a position(s) redundant or reduce or alter hours, which causes a loss of employee's income. In all cases however, the minimum period of notice for employees subject to termination or reduction or alteration of hours which causes a loss of employee's income, will be as follows:

Employee's Period of Continuous Service With the Employer	Period of Notice
Not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

The required notice period will be increased by one (1) week if the employee is over 45 years of age and has completed at least 2 years of continuous service with the employer at the time of termination.

(e) Redundancy

- (i) In the event that it is necessary for the Employer to make a position(s) redundant, or reduce or alter hours which causes a loss of employees income, other than as set out in Subclause 5(g) above, the Employer will, in the first instance, seek expressions of interest from all affected employees, in volunteering for a redundancy package.
- (ii) In assessing applications for voluntary redundancy, the parties acknowledge that the Employer will take into account the skill and operational requirements of the enterprise.
- (iii) In normal circumstances involuntary redundancies will only be considered where there are no, or insufficient volunteers from existing employees. However, the parties accept that in assessing applications for voluntary redundancy, either as a result of a position(s) being redundant the Employer will be entitled to take into account the operational requirements of the business. The Employer shall consult with the Union where the Employer rejects an application for voluntary redundancy in favour of an involuntary redundancy.

(f) Redundancy Package

- (i) Where redeployment or retraining opportunities are not available, the separation package to be paid to redundant employees is as follows:
 - (A) the appropriate number of weeks' pay in lieu of notice as stated in Notice of Period Table set out in Clause (d) above;
 - (B) 2 weeks' pay for each completed year of service or part thereof provided that where this results in less pay than the National Employment Standards (NES), the NES will apply;
 - (C) full payment of all accrued annual leave and other entitlements.

- (D) provided that when the employer gives notice of termination of employment because of redundancy, the parties may mutually agree to the employment ending before the expiration of the period of notice, and in such cases wages shall be paid up to the time of agreed termination.
- (ii) Subject to the provisions of subclause (c) of this clause, where an employee is not offered similar hours or hours are reduced (other than by a normal change of roster in accordance with the Agreement or other than as set out in Subclause 5(g) above) the Employer will pay a partial redundancy to such employees as are adversely affected as follows:
`Redundancy payment = existing weekly rate – new weekly rate x 2 x years of service and pro rata to two weeks for any uncompleted year of service.
- (iii) A weeks pay shall mean:
- (A) the hours worked per week as averaged over the previous three months, excluding any period of leave or other extraordinary absence such as leave without pay, paid at the ordinary rate for the classification; and
 - (B) any rostered shift penalties and rostered sleepover allowances as averaged over the previous three months, excluding any period of leave or other extraordinary absence; and
 - (C) casual loading where applicable, and
 - (D) any all purpose work related allowances.
- (iv) All employees who are made redundant shall be given assistance by the Employer in seeking suitable alternative employment. Such employees will be granted time-off with pay to seek alternative employment or to make arrangements for training or re-training.

(h) Financial Counselling

The Employer undertakes to provide access in paid time for each employee who is offered a redundancy, or who expresses an interest in a redundancy, to consult a financial adviser. The Employer will pay for the initial cost associated with financial counselling (up to two sessions) from a financial advisor agreed to by the Employer and the employee.

- (i) The Employer will provide to each employee a fully detailed pay statement at the time when the offer of redundancy is made.
- (ii) In the event of a permanent position becoming available, the Employer shall take reasonable steps to notify redundant employee(s) (within 12 months of being made redundant) of such vacancy and the employee(s) shall be invited to apply.

7. TRAINING

The employer is expected to provide all employees with suitable "In-House Training Programs" including safety/first response training relevant to their classification. This includes staff temporarily employed.

Such employees will be expected to participate in these "In-House Training Programs". "In-House Training Programs" may include participation in relevant external study courses.

"In-House Training Programs" should enhance the employees' progression through each classification grade.

Appointment to a given level or progression through each classification is not solely dependent on "In-House Training" provided always the definition of the relevant classification shall prevail.

8. PROFESSIONAL DEVELOPMENT

- (a) The parties acknowledge that value is created for employees, the employer, and clients by building employee capability. By investing in the development of the skills and capabilities of employees, the employer will:
- (i) provide career pathways for full time and part time employees;
 - (ii) support flexible and responsive professional development to meet client and organisational needs; and
 - (iii) build upon the reputation of Anglicare Tasmania as an employer of choice.
- (b) As part of its ongoing commitment to provide professional development opportunities for staff, the employer will provide employees with:
- (i) The opportunity to plan and develop skills, knowledge and attributes that complement organisational, stream, and team goals;
 - (ii) The opportunity to participate in career development activities that extend and enhance their capabilities and capacity for advancement within the organisation;
 - (iii) Equity of access to professional development opportunities; and
 - (iv) Study leave provisions to undertake graduate and post graduate education.
- (c) Where the employer identifies specific skill deficits or training that requires mandatory completion of courses where it is part of the employees inherent job requirements, the employer may on occasion direct employees to attend skill development training. Those employees who are required by the employer to attend compulsory development sessions or mandatory training will be paid for their attendance at such sessions at their normal rate of pay.

- (d) Attendance by employees at First Aid or Medication course in order to update certificates which form a mandatory requirement for employment will be considered as time worked and will be paid as such.
- (e) Employees may request on the job assessment where they are legally registered with a Registered Training Organisation against competency standards that form part of a recognised and relevant qualification. A mutually agreeable time will need to be negotiated between the employee and the assessor. Prior to consent being given by the employer the consent of clients involved in any such assessments must be obtained.
- (f) The Employer also recognises its obligations to provide high quality training and shall ensure appropriate mechanisms operate to monitor employee satisfaction with the quality of training and address legitimate concerns.

9. COSTS OF IMMUNISATION

Where an employee, who has client contact, elects to protect themselves against Hepatitis A and B and Influenza the employer will pay for the cost of the vaccine.

Client contact means an employee required to work with a client in the client's home or other facility but does not mean incidental contact that may occur in the employer's offices. The employer will not be liable for the cost of a doctor's consultation.

10. SUPPORT FOR EMPLOYEES WITH MENTAL HEALTH ISSUES AND/OR DISABILITY

- (a) The Employer is committed to supporting Employees who have mental health issues and/or a disability and assisting them in the management of their illness and/or disability whilst they make a valuable contribution to the workplace. This assistance may take the form of a workplace assessment which is undertaken to identify any reasonable adjustments that need to be made to the employee's immediate work environment and/or assigned duties and will be reviewed every 6 months.

(b) As part of the induction procedure all employees shall receive training in relation to support of colleagues who have a mental health issue and/or disability.

(c) Taking Paid Personal Leave

If the employee has a diagnosed mental health issue and/or disability the employee shall be entitled to take paid personal leave where:

- (i) They are experiencing imminent triggers, stresses or signs of their illness;
- (ii) Where they are experiencing an onset of symptoms;
- (iii) Where they are experiencing symptoms;
- (iv) Where they are required to have inpatient care;
- (v) Where they need to attend a medical appointment;
- (vi) Where they need time to recuperate.

(d) *Termination of Employment of Employees with Mental Health Issues and/or Disability*

An employee who has a mental health issue or other disability shall not have their contract of employment terminated because they suffer from a mental health issues and/or disability unless, by reason of the mental health issues or disability, the employee is unable to perform the inherent requirements of their position and the inability to perform the inherent requirements of the position cannot be remedied by making a reasonable adjustment.

(e) *Recruitment, Transfer, Promotion of Employees with Mental Health Issues and/or Disability*

The employer shall not fail or refuse to employ a person for a position, or fail or refuse to transfer or promote a person, to a position because they have a mental health issue or other disability, unless the person is unable, or would be unable, to perform the inherent requirements of the position and the inability to

perform the inherent requirements of the position cannot be remedied by making a reasonable adjustment.

11. EMPLOYEE ENTITLEMENTS

The following provision in relation to Anglicare recognised staff Union representatives.

(a) Union Delegate Training

The employer will contribute to the cost of Union delegate training by allocating:

- (i) 38 ordinary hours per financial year to each Union for North West Tasmania
- (ii) 38 ordinary hours per financial year to each Union for Northern Tasmania
- (iii) 38 ordinary hours per financial year to each Union for Southern Tasmania

The hours allocation in each region is not accumulative.

The Union must give the employer six weeks notice, or such shorter period as the employer may agree acceptable, of the delegate's intention to attend training and the allocation of hours the Union wishes to be taken from the "Union Delegate Training Contribution Hours".

(b) Leave for Consultation Meetings

The employer will allow employees to attend workplace meetings, including meetings conducted by the union/s to discuss industrial matters without loss of ordinary pay provided the following conditions are observed:

- (i) At least 48 hours notice of the meeting is given to the employer; and
- (ii) The period of the meeting is no greater than one (1) hour; and
- (iii) Minimum staffing levels are agreed between the supervisor and the union delegate(s) having regard to the operational requirements of the day; and
- (iv) No bans and limitations are imposed as a result of the meeting.

(c) Union Participation in Inductions and Staff meetings

The employer will

- (i) upon the request of either union party to this agreement, grant 30 minutes paid time to provide a presentation at all Anglicare staff inductions;
- (ii) upon the request of either union party to this agreement grant 30 minutes paid time for Union's to participate in at least two Anglicare staff meetings a year to each group of employees who have regular staff meetings.

(d) Leave to Attend Significant Union Forums

The employer will allow paid leave for employees to attend and participate in significant union forums eg Union Executive , Committee of Management or Branch Council. Annual Delegates' Conferences etc

(e) Paid Meetings for Delegates

The employer will permit a reasonable number of paid meetings of workplace representatives and/or delegates.

(f) Workplace Representatives

Workplace representatives or delegates will be allowed reasonable time to:

- (i) Consult with union members and with officials of the delegates' union.
- (ii) Interview employer representatives on matters affecting employees they represent.
- (iii) Keep the employees they represent briefed and informed about issues arising from the Agreement and other industrial matters, including but not limited to the distribution of authorised union materials.
- (iv) Represent the interests of members before individual tribunals.

PART III WAGE RATES AND RELATED MATTERS

1. CLASSIFICATION STRUCTURE AND WAGE RATES

(b) (i) An employee shall be classified in accordance with Appendix A and shall be paid the appropriate rate of pay specified in Appendix B.

(ii) In the event that an employee has a grievance concerning their assigned classification on translation to the new classification structure, the employee may formally raise a grievance utilising the dispute resolution procedures as set out in Clause 2 – Dispute Resolution of Part VII – Consultation and Dispute Resolution except for the following:

(iii) In the first instance the employee will notify their grievance in writing to the Human Resources Team. The grievance will then be reviewed by Senior Management in consultation with local management and the employee concerned, with the employee able to be represented and or supported while the disputes procedure is underway. A decision will be provided to the employee in writing in a timely manner with all other provisions of the dispute resolution clause to apply.

(iv) Provided that an employee who is in receipt of an over-agreement rate of pay, shall not have their rate of pay reduced as a result of the approval and implementation of this Agreement.

(b) Trainees (as defined) shall be paid in accordance with and subject to the terms and conditions of this Agreement.

2. INCREMENTAL PROGRESSION

Effective on the signing of this Agreement employees will progress through the increments within each level in accordance with the following:

(a) Unless otherwise stated in the indicative duties for a specific classification, employees will commence at Step A of each pay level and will progress within

this level to successive steps at the end of each 12 months continuous employment of satisfactory service until the top increment is reached.

- (b) An employee is entitled to have previous relevant service with another employer recognised by Anglicare in determining the increment of the classification level to which the employee is appointed.
- (c) Previous relevant service will be recognised by Anglicare from the first pay period commencing on or after the date the employee provides proof of previous relevant service.
- (d) The onus of showing that service is relevant will rest with the employee. The decision as to whether the service is relevant will be made by Anglicare.

3. SUPPORTED WAGE SYSTEM

(a) Eligibility Criteria

Subject to this subclause the employer may engage employees at a supported wage rate (as set out in paragraph (c) of this subclause) who meet the impairment criteria for receipt of a Disability Support Pension and who, because of their disability, are unable to perform the range of duties to the competence level normally required for the class of work for which they are engaged.

PROVIDED that this subclause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their current employment.

PROVIDED ALWAYS that this subclause does not apply to employers in respect of their facility, program, undertaking, service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under

Section 10 or under Section 12A of the above Act, or if a part only has received recognition, that part.

(b) For the purposes of this subclause:

'Supported Wage System' means the Commonwealth Government System to promote employment for people who cannot work at full agreement wages because of a disability.

'Accredited Assessor' means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.

'Disability Support Pension' means the pension available under the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.

(c) Supported Wage Rates

Employees to whom this subclause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this agreement for the class of work which the person is performing according to the following schedule:

Assessed Capacity (paragraph (d))	% of Prescribed Agreement Rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

PROVIDED that the minimum amount payable shall be not less than \$73.00 per week.

PROVIDED FURTHER that the minimum amount payable shall be no less than the minimum weekly rate set and adjusted from time to time by The Fair Work Commission (hereinafter FWA) or any successor body who makes adjustments to this minimum weekly rate.

The minimum amount payable shall be adjusted from time to time to reflect increases to the minimum amount determined by FWA. Such increases will be operative from the date determined by FWA.

(d) Assessment of Capacity

For the purpose of establishing the percentage of the agreement rate to be paid to a supported wage employee under this agreement, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

- (i) the employer in consultation with the employee; or if desired by any of these;
- (ii) the employer and an accredited Assessor and the employee.

(e) Lodgement of Assessment Instrument

- (i) All assessment instruments under the conditions of this subclause, including the appropriate percentage of the agreement wage to be paid to the employee, shall be lodged by the employer with the Australian Government Workplace Authority.
- (ii) All assessment instruments shall be agreed and signed by the parties to the assessment.

(f) Review of Assessment

The assessment of the applicable percentage shall be subject to annual review or earlier on the basis of a reasonable request for such a review. The

process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

(g) Other Terms and Conditions of Employment

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the supported wage provisions of this subclause shall be entitled to the same terms and conditions of employment as all other workers covered by this agreement who are paid on a pro rata basis.

(h) Workplace Adjustment

The employer wishing to employ a person under the provisions of this subclause shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

(i) Trial Period

(i) In order for an adequate assessment of the employee's capacity to be made, the employer may employ a person under the provisions of this subclause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

(ii) During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined in accordance with paragraphs (d) and (e).

(iii) The minimum amount payable to the employee during the trial period shall be no less than **\$76.00** per week or such greater amount as is agreed from time to time between the parties.

(iv) Work trials should include induction or training as appropriate to the job being trialled.

(v) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a

further contract of employment shall be entered into based on the outcome of assessment under subclause (d) hereof.

4. HIGHER DUTIES

An employee, other than a home care employee, engaged continuously as directed by the employer for five (5) days or more on duties carrying a higher rate than the employee's ordinary classification shall be paid the higher rate for the period so worked.

A home care employee engaged in any duties carrying a higher wage rate than the classification in which they are ordinarily employed in any one day or shift will be paid at the higher rate as follows:

- (a) For two hours or less – the time so worked; or
- (b) Where the time so worked exceeds two hours – a full day or shift.

Where an employee is required to undertake higher duties for more than four weeks, and the employee takes approved leave during the period of higher duties the employee's leave will be paid at the higher duties rate.

PROVIDED that the employee performs a substantial proportion of the duties required of the higher classified position and that the payment of the higher duties is approved by senior management prior to the duties being undertaken.

5. PAYMENT OF WAGES

- (a) Wages shall be paid fortnightly no later than 8 days following the end of the pay period.
- (b) On payday, an employee shall be provided with a payslip for each pay period detailing all monies due to them including advice as to the nature and amount of deductions to pay.

- (c) An employee whose method of hours of work is arranged so that the employee works 38 ordinary hours per week or averages 38 ordinary hours work over a particular work cycle shall be paid wages fortnightly according to the actual ordinary hours worked.
- (d) **Methods of Payment**
Payment of wages will be by electronic fund transfer into the employee's bank account without the requirement for the employer to provide encashment facilities.
- (e) **Payment on Termination**
Where the services of an employee are terminated, the employee's wages shall be paid on the next fortnightly pay day, provided that in the case of an employee whose method of working hours is arranged so that the employee averages 38 ordinary hours work over a particular work cycle and who has not taken the day or days off so due the wages due to the employee shall include the total of credits accrued to the point of termination. In such a case if the employee has taken off a day or days and has not worked the full accrual the employee's wages due shall be reduced by the total of credits that have not been so accrued.
- (f) **Supplementary Pay**
In the event of an identified clerical error on the part of the employer that results in an employee not being paid their full entitlements there will be a supplementary correctional payment made, where practicable, on the Friday immediately after the fortnightly pay day or in any case no later than the following Tuesday.
- (g) **Waiting Time**
Where an employee's payment of wages is not made at the time specified, otherwise than in circumstances beyond the control of the employer, for example delays in electronic transfers over which the employer has no control, the employee shall receive an additional 8 hours pay for each 24 hour period or part day thereof the employee is kept waiting.

6. SUPERANNUATION

- (a) The subject of Superannuation is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993, and the Superannuation (Resolution of Complaints) Act 1993. This legislation, as varied from time to time governs the superannuation rights and obligations of the parties.
- (b) Upon commencement or within 28 days of commencement of employment, the employer shall provide the employee with a Choice of Superannuation Fund: Standard Choice Form. The employer must nominate the default/employer fund as required in Part A (2) of the Standard Choice Form.
- (c) An employee may nominate any complying superannuation fund in accordance with the Superannuation Guarantee (SG) Legislation.
- (d) To make a choice an employee must complete the Standard Choice Form and provide the employer with details of their chosen fund as specified in Part B of the Standard Choice Form.
- (e) If an employee does not complete the form with appropriate details of their chosen fund and return it to the employer within the required period of time from commencement, the employer shall forward the employees name, date of birth and Tax File Number with payment of the Superannuation Guarantee (SG) contribution to the nominated default fund.
- (f) The nominated default fund will be HESTA Superannuation Fund.
- (g) A Superannuation Guarantee contribution, paid by the employer will be calculated on the employee's ordinary time earnings. Contributions will be made on a monthly basis with contributions forwarded by the middle of the following month.
- (h) An employee may make additional voluntary (post-tax) contributions to their fund from their salary. On receiving written authorisation from an employee the employer must commence making contributions to the fund in accordance with the requirements of the superannuation legislation.

7. SALARY PACKAGING

- (a) The parties to this agreement agree that the rate of pay specified in this Agreement may be packaged in accordance with the employer's salary packaging program.
- (b) The employer agrees to permit all staff, excluding casuals, covered by this Agreement who elect in writing to do so, to salary packaging up to the tax free threshold for concessional FBT treatment available to the organisation as per Australian Taxation Office rules. The current maximum is \$15,900 per annum as at the date of this agreement.
- (c) The Employer agrees that the terms and conditions of such a package must be subject to the following provisions:
- (i) overtime and shift penalties must be calculated on the salary level which would have applied to the employee in the absence of the employee being able to participate in salary packaging under the terms of this Agreement;
 - (ii) non salary packaged benefits must be paid for any period in respect of which the employee is paid wages or the equivalent, including but not limited to worker's annual or other leave with pay;
 - (iii) in the event that the employee ceases to be employed by the employer this Agreement will cease to apply as at the date of termination and all entitlements due on termination will be paid at the wage rate provided for in the Agreement. Any outstanding benefit still due under this Agreement upon termination will be paid as salary less PAYG withholding tax;
 - (iv) superannuation payments required to be paid under the Superannuation Guarantee (Administration) Act 1992 as amended from time to time must be calculated on the Agreement rate of pay as if no salary packaging agreement was in place;
 - (v) annual leave loading entitlements must be calculated on the Agreement rate of pay as if no salary packaging agreement was in place;

- (vi) employees who have entered into a salary packaging agreement must be given the opportunity to review such agreements annually, and to amend or withdraw from such an agreement; and
 - (vii) any wage increases due under this Agreement shall be payable to employees covered by a salary packaging agreement
- (d) No employee, as a result of entering into a salary packaging agreement, shall receive less, in wages and benefit, than currently provided for in the Agreement, or provided for by any over award payment previously agreed between the employer and the employee and in place at the time of the agreement taking effect.
- (e) The employer further agrees that in the promotion and implementation of salary packaging to employees it will advise each employee in writing:
- (i) that there is no compulsion for any employee to participate in salary packaging;
 - (ii) that all Agreement conditions, other than salary packaging as provided for in this agreement, will continue to apply;
 - (iii) of the classification level and the current base salary payable as applicable under this Agreement;
 - (iv) that the structure of any agreed package complies with taxation and other relevant laws;
 - (v) that they should consult with a financial adviser prior to signing any salary sacrifice agreement. To facilitate this, the employee must be provided with a copy of any proposed agreement prior to being required to sign such an agreement;
 - (vi) that the payment of union dues may form part of salary packaging arrangements;
 - (vii) that where at the end of the FBT year end, the full amount must be expended;
 - (viii) that where changes are proposed to all salary packaging arrangements, or salary packaging arrangements are to be cancelled for reasons other than legislative requirements then the employee must give one months notice and the employer must give three months notice, except in

circumstances in which an employee ceases to be employed by the employer;

- (ix) that the employee will be responsible for payment of the fortnightly administrative fee determined by the salary packaging provider, which will be processed through Anglicare payroll on a fortnightly basis as a pre-tax deduction;
 - (x) that in the event that the employer ceases to attract exemption from payment of Fringe Benefits Tax, all salary packaging arrangements will be terminated and individual employee's wages will revert to those specified in their applicable award; and
 - (xi) that Anglicare Tasmania makes no warranty or undertaking as to the financial or other benefit, if any, that may arise under the terms of this clause.
- (f) Prior to signing a salary packaging agreement, employees shall be entitled to consult with the union.
- (g) Salary packaging for all employees shall only be entered into by the employer as provided for by this Agreement.
- (h) An employee in receipt of workers compensation payments in lieu of wages may be able to participate in, or continue with existing salary packaging arrangements subject to any restrictions that may be imposed by the salary packaging provider. Any terms associated with such an arrangement would need to be documented within the salary packaging agreement.
- (i) Pursuant to the Fair Work Commission's Equal Remuneration Order (ERO) decision of 1 February 2012 any amounts payable under the ERO are able to be subject to salary packaging.

8. SALARY SACRIFICE

- (a) By agreement with the employer, employees who elect in writing to do so, may sacrifice a component of their future annual ordinary time salary for

payments on their behalf by the employer into a complying superannuation fund of their choosing.

- (b) An agreement with an employee for superannuation salary sacrifice may be in addition to an agreement for salary packaging made under Clause 7 of this Part.
- (c) Where appropriate the provisions of Clause 6 - Superannuation shall also apply to salary sacrifice agreements.

9. FINANCIAL ADVICE

- (a) Financial advice in relation to participation in salary packaging and salary sacrifice shall be the responsibility of employees.
- (b) Where participation by an employee in salary packaging or salary sacrifice arrangements has the effect of reducing or withdrawing any personal benefits available to the employee or increasing financial obligations of an employee under any legislation of the State or Commonwealth Governments, the employer will not be liable to make up by payment of additional salary or in any other form those reduced or lost benefits or increased financial obligations.

10. RECOVERY OF OVER PAYMENT OF WAGES

For the purposes of this clause an overpayment relates to a payment of wages and/or other financial benefit by the employer that an employee is not otherwise entitled to receive under the terms of this agreement or by virtue of the employee's contract of employment.

- (a) In the event of overpayment to an employee where the overpayment has been made in one lump sum, the following shall apply:
 - (i) The employer will negotiate a repayment arrangement with the employee;

- (ii) If agreement is reached, such agreement will be documented and implemented;
 - (iii) If agreement is not reached, either the employee or the employer may enact the dispute resolution processes set out in Part VII of this Agreement to resolve the matter.
- (b) In the event of an overpayment to an employee where the overpayment has been made over an extended period of time the following shall apply:
- (i) The employer will negotiate a repayment arrangement with the employee. If agreement is reached, such agreement will be documented and implemented;
 - (ii) If agreement is not reached, either the employee or the employer may enact the dispute resolution processes set out in Part VII of this Agreement to resolve the matter.
 - (iii) The employer will give due consideration to the ability of the employee to repay the overpayment. Subject to sub clause (c), upon termination, the balance remaining of any overpayment will be deducted from any accrued entitlements or other payments due to be paid to the employee.
- (c) Where an employee, as at the date of termination, owes money to the Employer, and where the money owed directly relates to the employment relationship, then the Employer may deduct the owed monies from any wages paid to the employee, if and only if the following occurs:
- (i) the employee is advised, prior to the termination, of both the reason and amount owed; and
 - (ii) if the employee disputes the amount owed, no deductions will occur until the dispute has been resolved under the dispute resolution clause of this agreement.
- (d) In exceptional circumstances, this clause may be waived or varied at the discretion of the employer.

11. SATURDAY AND SUNDAY WORK

Employees whose ordinary working hours include work on a Saturday and/or Sunday, will be paid for ordinary hours worked between midnight on Friday and midnight on Saturday at the rate of time and a half, and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of double time. These extra rates will be in substitution for and not cumulative upon the shift premiums prescribed in Part V

PART IV ALLOWANCES

1. Meal Allowance

An employee who is required to work overtime for more than one hour after the usual time of ceasing work shall be provided with a meal by the employer, or in lieu shall be paid an allowance of \$17.34.

2. Meal and Accommodation Reimbursement

- (i) Subject to paragraph (ii) of this subclause, an employee who is required to:
- (A) undertake work related travel that requires the employee to remain away from home overnight; or
 - (B) accompany clients on outings approved by the employer in accordance with policy and procedures, and meals are purchased as part of the outing;

shall be entitled to the following reimbursement of actual costs incurred up to but not exceeding the following amounts:

Component	Within Tasmania	Other Capital Cities	
	\$	\$	
Overnight absence from normal place of residence	\$132.00 – Hobart	Adelaide	\$157
	\$127 – Launceston	Brisbane	\$201
	\$117 – other areas	Canberra	\$168
		Darwin	\$216
		Melbourne	\$173
		Perth	\$233
		Sydney	\$185
Breakfast (preceding or following an overnight absence) applicable hours 7.00am to 8.30am	\$25.35	\$25.35	
Lunch (preceding or following an overnight absence) applicable hours 12.30pm – 2.00pm	\$28.55	\$28.55	
Dinner (preceding or following an overnight absence) applicable hours 6.00pm to 7.30pm	\$48.65	\$48.65	

Provided that all claims for reimbursement of expenses pursuant to this subclause shall be supported by evidence of actual expenditure including receipts.

- (ii) An employee who is required to remain away from home overnight due to work related travel and who arranges to stay with friends and/or relatives, shall receive an all inclusive allowance of \$70 for the first night away, and \$50 for each subsequent night with no receipts being required.
- (iii) The allowances specified in paragraphs (i) shall be increased in line with increases made to the overnight meal and accommodation allowances specified in the Tasmanian State Service Award.
- (iv) An employee may apply for the allowances specified in paragraph (i) to be paid in advance of the travel occurring. The employee is still required to produce evidence of actual expenditure including receipts following the completion of the work related travel and the employee will repay any overpayment of allowances that may have occurred.

3. SLEEP-OVER PROVISIONS AND ALLOWANCE

All residential support employees may be required to complete sleepover shifts.

PROVIDED that any employee who, on initial engagement with the employer, entered into a specific agreement not to perform sleepovers will be exempt from this clause.

(a) The employer will at its discretion implement sleep over shifts.

(b) Payment for Sleepover

- (i) Employees who are required to perform sleep over duties for a period between 10.00pm to 8.00am will be paid an allowance per sleep over as follows:
 - (A) a minimum of 2 hours worked in conjunction with the sleepover period, plus -
 - (B) for sleepovers performed Sunday to Thursday, the employee will receive an amount of \$68.83 per sleep over.
 - (C) for sleepovers performed Friday to Saturday, the employee will receive an amount of \$102.96 per sleep over.

- (ii) Further, that hours worked during the sleep-over are not included in the thirty-eight (38) hours per week
- (c) Where an employee, during a period of rostered sleepover, is required to work, in assisting or caring for residents, in excess of one and one half hours, consecutive or otherwise, or if there are more than three disturbances, the employee will then be paid at the applicable disturbance rate as overtime of –
 - (i) the first 2 hours at 150%
 - (ii) and thereafter at 200%.

(d) Disturbances

For the purposes of this clause a disturbance is where an employee is required to work to respond to a resident(s) who requires support/assistance.

(i) Disturbances **do not** include:

- (A) external noises, activities or distraction unless they pose a real and immediate threat of personal harm to residents or employees, or
- (B) normal household activities where residents independently access resources within their home such as getting a drink, watching TV, self toileting, or
- (C) a resident's clock alarm going off, or
- (D) actions initiated but not required by employee.

(ii) Disturbances **may include** (but are not limited to):

- (A) residents initiating contact with the employee which in turn requires an intervention by that employee, and
- (B) residents causing excessive disturbance to the household necessitating intervention, and
- (C) residents requiring assistance following urine or faecal soiling, and
- (D) residents requiring assistance during and/or following an epileptic or other medical episode, and
- (E) incidents which necessitate use of prompt/intervention to redirect a resident, or avert the onset of a more serious incident, and
- (F) incidents where residents are in severe stress or in need of continuing assistance or support.

- (e) An employee who is entitled to the allowance prescribed by subclause (b) of this clause, for any period spent on sleep-over shall be provided with:
- (i) single bedrooms and under no circumstances shall an employee be required to share a bed,
 - (ii) bed linen, blankets and use of cutlery and crockery without charge to the employee;
 - (iii) reasonable storage facilities for securing personal belongings;
 - (iv) access to shower and toilet facilities that can be made secure for private use.
- (f) Sleepovers will be established in accordance with a roster (as defined) setting out clearly the names of the rostered employees (as defined) and the days, dates and hours during which each employee is required to attend for duty. The roster (as defined) shall provide for a system of scheduled days off in accordance with Part V – Hours of Work, Penalty Payments, Shift Work and Overtime, Clause 8 – Scheduled Days Off and shall not be implemented or changed until after the expiration of two (2) weeks' notice or in the case of an individual employee after the expiration of one week's notice or the payment of one week's pay in lieu of notice.

PROVIDED that such notice of payment in lieu of notice shall not apply in an emergency situation where agreement is reached between the employer and employee concerned.

- (g) An employee's rostered shift and sleepover shift may be structured so that a portion of the employee's shift is worked prior to the sleepover shift, with the balance worked at the end of the sleepover shift.

PROVIDED that employees shall not be required to work consecutive shifts and sleep-overs unless agreed by the employer and employees affected. Employees will not unreasonably withhold agreement.

PROVIDED FURTHER that each night's sleep-over shall stand alone and the period of sleep-over shall be nominated by the employer at each workplace.

4. OVERNIGHT STAYS

"Overnight stays" are defined as any occasion where a client or clients spend one or more nights away from their usual place of residence and employees are required to provide support and stay overnight with the client(s).

Employees shall have the option of choosing whether to participate in supporting clients on overnight stays. Employees may decline to participate and shall not be required to explain their reasons.

Clients with very high and/or exceptional needs are considered on a case by case basis. The standard overnight provisions may not apply to a client with exceptional needs due to considerations given to workers health, safety and wellbeing, client care plan requirements and purpose of the overnight stay.

4.1 Standard Overnight Provisions

In addition to the applicable sleepover allowance for each night the employee is required to support and stay overnight with the client, employees, whilst supporting clients on overnight stays, shall be entitled to the following for each night they stay over:

(a) Monday to Friday

Ten hours paid at ordinary rates plus six hours paid at 115% of the ordinary rate or the actual time worked at applicable ordinary rates, whichever is the lesser.

(b) Saturday

The actual hours worked to a maximum of sixteen (16) hours at 150% of the ordinary rate.

(c) Sunday

The actual hours worked to a maximum of sixteen (16) hours at 200% of the ordinary rate.

- (d) All accommodation and meal costs in accordance with Clause 1 of this Part; and
- (e) Reimbursement of all reasonable out of pocket expenses.

5. ON CALL and RECALL

- (a) An employee required to be on call shall be paid an allowance of \$25.90 for each twenty four hour period or part thereof during which the employee is on call during the period commencing midnight on Sunday and ending at midnight on Friday.

The allowance shall be \$51.73 for each twenty four hour period or part thereof during which the employee is on call during the period commencing midnight on Friday and ending at midnight on Sunday.

In addition to the allowance referred to above an employee who is required to perform duties, irrespective of whether required to attend to his/her place of work, for a period of thirty (30) continuous minutes or more shall be paid overtime at the applicable rates for each instance.

- (b) **Recall**

In addition to the on call allowance an employee recalled to duty to attend his/her place of work shall be paid for a minimum of two hour's work inclusive of reasonable travelling time for each recall at relevant overtime rates. In respect of a recall in excess of two hour's work the employee shall be paid for each hour in which work is performed whether or not the full hour is worked, at relevant overtime rates.

6. EXTERNAL TELEPHONE SERVICE

In addition to the on call allowance, an employee who performs telephone duties to deliver an Anglicare service shall be paid for a minimum of one hour's work for disturbance, whether as single disturbance of a maximum of one hour or two disturbances of a maximum of 30 minutes, whether or not the full hour is worked, at relevant overtime rates.

In respect of subsequent disturbances, the employee shall be paid for each 30 minute period in which duties are performed whether or not the full period is worked, at appropriate overtime rates.

7. SPECIAL LICENCES

An employee appointed by the employer to regularly drive vehicles that require the person to hold either a Light Passenger Vehicle Licence or a Heavy Passenger Vehicle Licence shall be reimbursed by the employer an amount of money equivalent to the additional licence fee prescribed in excess of a Standard Motor Car Licence and the cost of any medical examination so required in obtaining and maintaining the said licence.

8. GRADUATE SALARY LOADING

An employee who holds a University degree in a discipline that is relevant to the requirement of their position as determined by their position description, shall be paid a graduate salary loading of 7% which is paid in addition to the employee's Collective Agreement Weekly Wage Rate and shall be deemed to be salary for all purposes.

The Graduate Salary Loading will only be payable from the date the employee provides appropriate evidence of the qualification to the employer.

PROVIDED that a University degree shall also include a qualification that is recognised as the equivalent of a degree under the Australian Qualifications Framework.

9. FIRST AID ALLOWANCE

An employee who is appointed by the employer to perform the duties of a first aid officer, and who holds a recognised first aid qualification shall be paid a fortnightly allowance of \$28.54.

10. PRIVATE VEHICLE USE

Effective on the signing of this Agreement an employee who is required by the employer to use their own vehicle in the performance of their duties (including travel between clients) shall be entitled to a 78c per kilometre allowance.

PROVIDED that the allowance specified in this clause is not payable to an employee for travel between shifts where the break between shifts exceeds one (1) hour.

11. DUTIES ALLOCATION ALLOWANCE

The Duties Allocation Allowance will be paid to a designated person where there are three or more staff working on shift together in a supported group home.

The responsibility may not sit with one person in the team on an on-going basis and can be alternated between team members to build individual capacity and performance. The Duties Allocation Allowance is not attached to an individual person. A Duties Allocation Allowance will be paid at the rate of \$1.00 per hour to the designated person. Any member of staff whether casual, part time or full time can be eligible to receive the Duties Allocation Allowance.

11.1 Key Responsibilities for the person rostered to the Duties Allocation shift

The person responsible will work under the general guidance of the immediate supervisor, exercising limited initiative and judgement to ensure client activities, health and hygiene needs for the shift are met. Decisions made for the shift will be within established work procedures and routines.

The person responsible for the Duties Allocation shift will not have supervision responsibilities, or delegated authority to enforce decisions outside of the scope of a Level 4A Disability Support Worker position.

12. INCREASES TO ALLOWANCES

All allowances in this part (with the exception of the meal and accommodation reimbursements specified in Clause 2 of this Part and the Graduate Salary Loading specified in Clause 8 of this Part) shall be increased from the first full pay period commencing on or after 1 July each year. The amount of the increase shall be equal to the annual percentage increase in the Consumer Price Index for Hobart(All Groups) for the 12 months ending in the March quarter of the same year.

PART V HOURS OF WORK, PENALTY PAYMENTS, SHIFT WORK AND OVERTIME

1. HOURS OF WORK – EMPLOYEES OTHER THAN SHIFT WORKERS

(a) **Ordinary Hours**

The ordinary full-time hours of work, exclusive of meal times, shall be 38 hours per week and shall be worked between 8.00 am and 6.00 pm Monday to Friday inclusive spread over these five days.

By mutual agreement ordinary hours may be worked between 8.00 am and 10.00 pm.

PROVIDED that no more than 20 hours shall be worked between 6.00 pm and 10.00 pm in any fortnight.

(b) **Maximum Hours**

Ordinary hours shall not exceed 76 hours per fortnight.

No more than 10 hours shall be worked as ordinary hours in any one day. Provided that in exceptional circumstances a maximum of 12 ordinary hours may be worked in any one day subject to Agreement between the employer, the employee and the union.

(c) **Part time employees hours**

The ordinary hours of work for a part-time employee shall be specified and may only be varied by agreement, provided 14 days notice is given of any proposed variation.

Additional ordinary hours may be worked by mutual agreement at any time with such agreed hours to be paid at the employee's ordinary rate of pay.

PROVIDED that where the maximum number of ordinary hours are agreed and specified, all additional hours worked at the direction of the employer, shall be paid in accordance with subclause (d) of this Clause.

(d) **Overtime**

- (i) Subject to paragraph (ii) herein, an employee requested to work in excess of the ordinary hours of work prescribed by subclauses (b) and (c) herein, shall be paid at the rate of time and a half for the first two (2) hours and double time thereafter.
- (ii) Overtime worked on Saturday and Sunday
 - (A) An employee requested to work overtime on a Saturday shall be paid time and a half for the first two (2) hours and double time thereafter.
 - (B) Overtime worked on Sunday shall be paid at the rate of double time.
- (iii) Overtime shall not be payable unless the period of time worked in excess of the ordinary hours exceeds 15 minutes on any day and the overtime is worked at the request of the employer.
- (iv) In computing overtime each day's work shall stand alone and the rate of pay shall be determined by dividing the weekly rate of pay by 38.
- (v) Subject to agreement being reached between the employer and the employee concerned, time off may be allowed in lieu of payment for overtime worked. The amount of time off shall be calculated on the basis of the appropriate overtime rate. An employee must seek approval of their manager to accrue and take TOIL hours. All TOIL hours accrued unless approved by the manager must be taken within a fortnight of accrual otherwise the hours will be paid out at the appropriate overtime rate.
PROVIDED that such agreement shall be subject to the employee having opportunity to consult with a person of their choice and the agreement shall be recorded in writing. **PROVIDED ALWAYS** that such agreement may be discontinued by mutual consent of both parties or at the request of one such party.

(e) **Rest Period**

An employee shall be allowed a rest period of 15 minutes duration to be taken during the first four hours of work and a rest period of 15 minutes to be taken during the second four hours of work.

PROVIDED that when pressing circumstances arise the rest period prescribed by this subclause may be taken at any time and in any combination subject to agreement being reached to do so between the employer and the employee/s concerned.

(f) **Meal Break**

Employees who are rostered to work for at least 5 continuous hours, are entitled to an unpaid meal break of at least 30 minutes.

PROVIDED that the duration of the meal break may be varied by agreement at the request of the employee and the scheduled time for taking a meal break may be deferred by up to ½ hour to enable the employee to complete the task at hand.

(g) **Casual Employees - Additional Shift**

A casual employee who is asked to work an additional shift on a day on which they would not otherwise have worked will not have that additional shift counted as a day of work to the extent that the employee is limited to five(5) days work per week.

2. HOURS OF WORK – SHIFT WORKERS

(a) **Definitions**

'Afternoon shift' means:

- (i) for community based staff - any shift finishing after 10.00pm and at or before midnight.
- (ii) for residential care staff – any shift finishing after 6pm and at/or before midnight.

'Day Shift' means:

- (i) for community based staff - any shift worked wholly between the hours of 6.00am and 10.00pm.
- (ii) for residential care staff - means any worked wholly between the hours of 7.00am and 6.00pm.

'Night shift' means any shift finishing subsequent to midnight and at or before 8.00am.

'Roster' means any work pattern designed for a specific work area for all shifts worked excluding work performed in accordance with Part V – Hours of Work, Penalty Payments, Shift Work and Overtime, Clause 2 – Hours of Work – subclauses A. and B. and Clause 4 – Overtime.

'Rostered employee' means an employee who is required to work in accordance with a shift roster (as defined).

'Scheduled day off' means one of the two days an employee is allowed off each week in accordance with Part V – Hours of Work, Penalty Payments, Shift Work and Overtime.

'Shift Work' means a work cycle, which regularly falls outside the ordinary hours of work specified in Part V – Hours of Work, Penalty Payments, Shift Work and Overtime, Clause 1 – Hours of Work - Employees Other than Shift Workers and may include weekend work.

(b) **Maximum Hours**

The ordinary hours of work for a rostered employee or an employee working shifts shall be an average of 38 hours per week and must not exceed:

- (i) 10 hours in a day, provided that in exceptional circumstances a maximum of 12 ordinary hours may be worked in any one day subject to mutual agreement between the employer and employee; or
- (ii) 90 hours in any fortnight of two consecutive fortnights; or
- (iii) 152 hours in any consecutive four week period."

(c) **Shift Penalty Rates**

An employee whilst on afternoon or night shift (as defined) shall be paid as follows:

- (i) for community based staff - 20 per cent more than the ordinary rate;
- (ii) for residential care staff – 15 per cent more than the ordinary rate.

(d) **Shift Rosters-Rotating**

- (i) Rotating rosters shall provide that a shift worker regularly rotates between day, afternoon and night work or any two combinations of them subject to the following requirements:
 - (A) an employee shall not be required to work on night shift (as defined) for more than four weeks; and
 - (B) an employee shall not be required to work more than two thirds of their working time on night shifts (as defined); and
- (ii) A rotating roster of shift work shall apply unless:
 - (A) the employer and the majority of employees concerned otherwise agree;
 - (B) the employer directs the employee/s concerned to work in accordance with a non-rotating shift roster.

(e) **Shift Rosters-General**

- (i) A shift roster established in accordance with this subclause shall be documented setting out clearly the names of the rostered employees and the days, dates and hours during which each employee is required to attend for duty.
- (ii) A shift roster, rotating or otherwise, shall:
 - (A) not require an employee to work more than ten hours, other than overtime, each day unless agreement is otherwise reached in accordance with Part V – Hours of Work, Penalty Payments, Shift Work and Overtime, subclause 1(b).
 - (B) provide for a system of scheduled days off in accordance with subclause (f) of this Clause.
 - (C) shall not be implemented or changed until after the expiration of two (2) weeks notice or in the case of an individual employee after the expiration of one weeks notice of such change or the

payment of one weeks pay in lieu of notice in accordance with the employees previous roster (as defined).

PROVIDED that employer shall notify the employees in writing the specific reason for the change and the anticipated period the roster change will remain in place.

PROVIDED FURTHER that where unplanned care requires immediate roster changes, employees will be notified as soon as the employer is notified of such requirement and therefore the notice period outlined above will not apply.

PROVIDED FURTHER that the employer shall take into account the individual requirements of all employees.

PROVIDED FURTHER this clause will not apply where the only change to the roster of a part-time employee is the mutually agreed addition of extra hours to be worked.

- (D) Where a client cancels or changes the rostered home care service, an employee will be provided with notice of a change in roster by 5.00 pm the day prior and in such circumstances no payment will be made to the employee. If a full - time or part - time employee does not receive such notice, the employee will be entitled to receive payment for their minimum specified hours on that day.

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

- (E) An employee who is working in accordance with a rotating shift roster, and unless otherwise agreed between the employer and employee concerned, is directed by the employer to work on a non-rotating shift roster, such employee shall be paid 30 per cent more than the ordinary rate for the whole period so worked. The payment of this penalty shall be in substitution and not cumulative upon penalty rates prescribed elsewhere in this clause.

(f) **Scheduled Days Off**

- (i) Each employee shall be allowed at least two full days off in each week. The days off shall operate from the finishing time of work on the day immediately preceding the days off and until the starting time on the day when work is to resume.
- (ii) Scheduled days off shall be programmed and shall not be altered except by mutual agreement between the employer and the employee.
- (iii) An employee required to work on his/her scheduled days off shall by agreement be allowed another day(s) off in lieu of overtime payment.
- (iv) The days off provided herein shall be at the rate of 48 hours per week and by agreement may be cumulative, but not to exceed four days successively.
- (v) Employees engaged in non-clerical supervisory classifications who work in Residential Homes, shall be exempt from the provisions of paragraphs (i) to (iv) of this subclause but shall be allowed eight (8) full scheduled days off in each four (4) weekly period.

(g) **Rest Period**

Employees shall be allowed a rest period of 15 minutes duration to be taken during the first four hours of their shift and a rest period of 15 minutes to be taken during the second four hours of their shift.

PROVIDED that when pressing circumstances arise the rest period prescribed by this subclause may be taken at any time and in any combination subject to agreement being reached to do so between the employer and the employee/s concerned.

PROVIDED further than an employee must remain available to meet client needs when the rest period is taken.

(h) **Meal Break**

Employees who are rostered to work for at least 5 continuous hours, are entitled to an unpaid meal break of at least 30 minutes. Where an employee, by virtue of the nature of their duties, takes their meal break with clients, then the meal break shall be paid.

(i) **Make Up Time**

- (i) An employee on shift work may elect, with the consent of their employer, to work 'make up time' under which the employee takes time off ordinary hours and works those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.
- (ii) An employee or the employees may have a representative of their choice to assist them in any negotiations referred to in paragraph (i) of this subclause.

(j) **Overtime**

- (i) An employee requested to work before the time fixed for commencing work or after the time fixed for ceasing work or in excess of the maximum hours of work prescribed by Clause 2(b), shall be paid at the rate of time and a half for the first two (2) hours and double time thereafter.
- (ii) Overtime worked on Saturday and Sunday
 - (A) An employee requested to work overtime on a Saturday shall be paid time and a half for the first two (2) hours and double time thereafter.
 - (B) Overtime worked on Sunday shall be paid at the rate of double time.
- (iii) Overtime shall not be payable unless the period of time worked in excess of the ordinary hours exceeds 15 minutes on any day and the overtime is worked at the request of the employer.
- (iv) In computing overtime each day's work shall stand alone and the rate of pay shall be determined by dividing the weekly rate of pay by 38.
- (v) Subject to agreement being reached between the employer and the employee concerned, time off may be allowed in lieu of payment for overtime worked. The amount of time off shall be calculated on the basis of the appropriate overtime rate. An employee must seek approval of their manager to accrue and take TOIL hours. All TOIL hours accrued unless approved by the manager must be taken within a fortnight of accrual.

PROVIDED that such agreement shall be subject to the employee having opportunity to consult with a person of their choice and the agreement shall be recorded in writing.

PROVIDED ALWAYS that such agreement may be discontinued by mutual consent of both parties or at the request of one such party.

- (vi) The overtime penalties specified in this clause shall be in substitution for, and not cumulative upon the shift penalty rates set out in subclause (b) herein.

(k) **24 Hour Care**

- (a) A **24 hour care** shift requires an employee classified as a caretaker or lodge manager to be available for duty for a 24 hour period. During this period, the employee is required to provide clients with the services specified in the care plan. The employee is required to provide a total of no more than eight hours of supervision/care during this period.
- (b) The employee will normally have the opportunity to sleep during a 24 hour care shift and, where appropriate, a bed in a private room will be provided for the employee.
- (c) The employee engaged will be paid eight hours work at 155% of their appropriate rate for each 24 hour period.

PART VI LEAVE AND PUBLIC HOLIDAYS

1. DEFINITIONS

'**Basic periodic rate of pay**' means a rate of pay for a period worked that does not include incentive-based payments and bonuses, loadings, monetary allowances, penalty rate or any other similar separately identifiable entitlements.

'**Show Day**' means not more than one local show day observed on an employee's ordinary working day, other than a Saturday or a Sunday, in the city, town or district in which the employee is employed; or such other day which, in the absence of such a local show day, is agreed on by the employee and the employer, therefore making a total of 11 public holidays per year.

2. ANNUAL LEAVE

(a) Entitlement

- (i) Full time and part time employees in this part shall be entitled to 4 weeks' paid annual leave for each 12 months' continuous service. Employees who work according to a roster requiring them to work for more than four ordinary hours on 10 or more weekends in any one-leave year shall be entitled to an extra week's paid annual leave each year.
- (ii) PROVIDED where an employee who has been employed for twelve months continuous service is then engaged for part of a subsequent twelve monthly period on a shift roster requiring the employee to work regularly on Saturdays and Sundays, the employee shall be entitled to have the period of annual leave prescribed in the above paragraph, increased by one day for each two months the employee is continuously engaged on a shift roster.
PROVIDED FURTHER that this provision only applies to employees who are rostered to work the required number of weekend days and does not include any days on which an employee is rostered to be on-call.
- (iii) Annual leave is cumulative and will accrue on a pro rata basis.

- (iv) A period of annual leave does not break an employee's continuity of service.
- (v) Employees will be able to claim personal leave during a period of annual leave subject to providing the Employer with a medical certificate or statutory declaration in accordance with the provisions of personal leave.

(b) Payment for leave

- (i) The payment for annual leave is the employee's basic periodic rate of pay immediately before the period begins. In addition to this payment, a loading of 17½% or the employee's projected shift penalties (whichever is the greater) shall be paid.
- (ii) Where an employee's rate of pay increases during a period of annual leave, no adjustment to the annual leave payment is necessary upon the employee's return to work after the leave.

(c) Time of taking leave

- (i) Annual leave to be taken at a mutually agreed time or times, subject to the operational requirements of the workplace. Provided that the employer may fix a reasonable time for taking leave where agreement cannot be reached.
- (ii) The employee must give the employer four (4) week's written notice of intention to take annual leave with the exception of one day annual leave where the employee is required to give the employer reasonable written notice.
- (iii) The employer will respond to the employees request for annual leave within 14 days of receiving the written notice and will not unreasonably refuse to authorise an employee to take an amount of annual leave that is credited to the employee, or revoke an authorisation enabling an employee to take annual leave during a particular period.
- (iv) There is no maximum limit on the amount of annual leave that the employer may authorise an employee to take.

(d) Extensive accumulated annual leave

For reasons relating to employees' health and wellbeing the employer is able to direct an employee to take up to a quarter of their annual leave entitlement if the employee has an annual leave credit greater than six (6) weeks.

Prior to issuing such a direction, the employer shall consult with the employee to negotiate an agreed arrangement specifying when the excess leave will be taken. If agreement is unable to be reached, the employer may direct when the employee is to take the excess leave.

(e) Payment of leave on termination of service

(i) An employee is entitled to payment for untaken annual leave on termination of service plus the 17.5% annual leave loading

(ii) Where either party terminates the employment, the untaken annual leave is paid at the employee's basic periodic rate of pay at the time of termination.

(f) Cashing out annual leave

(i) An employee may make a written request to cash out accrued annual leave provided that the employee retains a minimum annual leave credit of 4 weeks.

(ii) Leave cannot be cashed out in advance of it being credited.

(iii) Payment for cashed-out leave must be at a rate no less than the employee's basic periodic rate of pay at the time the election is made and must be given within a reasonable period.

(iv) The employer will only refuse an employee's request to cash out leave on reasonable grounds.

(v) Nothing in this clause nor in this Agreement shall be taken in any way as forcing an employee to forgo an entitlement to take an amount of annual leave or to exert undue influence or undue pressure in relation to the making of a decision by the employee whether or not to forgo an entitlement to take an amount of annual leave.

(g) Annual Leave Exclusive of Public Holidays

If any of the holidays prescribed in Part VI – Leave and Public Holidays, Clause 5 – Public Holidays, falls within an employee's period of annual leave, and is observed on a day which in the case of that employee would have been an ordinary working day, there shall be added to that leave one day for each such holiday as occurring.

(h) Continuity of Service

For the purposes of this subclause, service shall be deemed to be continuous notwithstanding:

- (i) any interruption or determination of the employment by the employer if such interruption or determination has been made merely with the intention of avoiding obligations in respect of leave of absence;
- (ii) any paid absence from work on account of personal sickness or accident;
- (iii) any absence on account of a work-related injury and/or illness (for which the employee is in receipt of workers compensation payments) up to 91 days in any 12 months;
- (iii) any absence with reasonable cause, proof of which shall be upon the employee, or leave lawfully granted by the employer, but such absence shall not be taken into account in calculating the period of 12 months' continuous service.

3. ADDITIONAL EMPLOYEE FUNDED ANNUAL LEAVE

- (a) Full time or part time employees may apply to purchase additional annual leave from the employer. The election to purchase additional annual leave must be approved by the employer in accordance with organisational policy subject to 'reasonable business grounds' as per subclause (c) of this clause. Additional annual leave may be required by an employee who, for example, wishes to only work during school terms, wants to take some time to study or for travel or leisure pursuits.

- (b) An employee who wishes to apply to purchase additional annual leave must do so in writing. The employee should state the length of the additional annual leave required, the period over which they would like to take it, and any suggestions they have about how their request could be accommodated. Purchases of additional annual leave must be made in weekly blocks.
- (c) The employee's request to purchase additional annual leave shall be granted at the discretion of the employer subject to the policy for granting annual leave and subject to reasonable business grounds.
- "Reasonable business grounds" may include but are not limited to;
- (i) Financial impact, impact on program, client service;
 - (ii) Ability to organise work among existing staff;
 - (iii) Ability to replace the employee; and
 - (iv) The practicality of arrangements necessary to accommodate the request.
- (d) If the employer is unable to accommodate the application the employer will provide the employee with the reasons why and will meet with the employee to attempt to find a solution which will reasonably accommodate the needs of both the employer and the employee.
- (e) Where an application for additional paid annual leave made in accordance with subclause (b) is granted the employee's salary shall be reduced by the period of additional paid leave and the reduced salary will be paid over the following 52 weeks. Such reduction in pay shall take into account any increments due to the employee during the period of accrual to ensure that when the additional leave is taken, it is paid at the employee's ordinary rate of pay applicable at that time.
- (f) When taken, the employee funded annual leave shall be paid at the employee's ordinary hourly rate of pay only. No leave loading is payable on this form of leave.

- (g) If the employee has not taken all of the additional employee funded annual leave during the 12 month leave period, any balance will be paid out to the employee on the pay day immediately following the end of the period.
- Further, if the employee's employment terminates during the 12 month leave period and the employee has not accessed some or all of the additional annual leave purchased and accrued as at the date of termination, such unused leave shall be paid out to the employee in the employee's termination pay.
- (h) An employee may make application for leave without pay for leave requests in accordance with the employer's leave without pay policy, as varied from time to time.

4. COMPASSIONATE LEAVE

- (a) An employee is entitled to 3 days compassionate leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household:
- (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (ii) sustains a personal injury that poses a serious threat to his or her life; or
 - (iii) dies.

For the purposes of this clause, 'immediate family' means:

- (i) a spouse, de facto partner (or parent of a spouse or de facto partner), child, parent, grandparent, grandchild or sibling of the employee;
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.
- (b) The leave specified in subclause (a) may be taken in any combination as agreed with the employer and may be taken for the following purposes:
- (i) for the purpose of spending time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in subclause (a); or

- (ii) after the death of the member of the employee's immediate family or household referred to in subclause (a).
- (c) A further 2 days paid bereavement leave shall be available to an employee if the employee's spouse, de facto spouse, mother, father, brother, sister or child dies. In such cases, if the employee has not accessed the full 3 day entitlement in subclause (a) such leave shall also be available to the employee
- (d) Such leave will be paid at the rate not exceeding the number of ordinary hours worked by the employee in two (2) and/or three (3) ordinary days whichever is applicable.

PROVIDED that no such payment shall be made in respect of an employee's scheduled days off (as defined or on day's on which the employee would not ordinarily work.) The employer can request that an employee provide reasonable evidence of the illness, injury or death.

PROVIDED ALWAYS that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.
- (e) An employee who is entitled to compassionate leave under this clause, is entitled to take the compassionate leave at any time while the illness or injury persists.
- (f) Additional leave may be granted at the discretion of the employer.
- (g) Casual Employees
 - (i) Subject to the evidentiary requirements in subclause (b) of this clause, casual employees are entitled to not be available to attend work, or to leave work upon the death of an immediate family or household member.
 - (ii) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion.

Casual Employees are not entitled to any payment for the period of non-attendance.

- (iii) The employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the employer to engage or not to engage a casual employee are otherwise not affected.

5. PUBLIC HOLIDAYS

- (a) All employees shall be allowed the following days as public holidays:
New Year's Day, Australia Day, Hobart Regatta Day (south of Oatlands), Labour Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Show Day (as defined), Recreation Day (where Hobart Regatta Day is not observed), Christmas Day and Boxing Day.

Where an employee works in more than one work location across those Municipal Areas where the Devonport Show and Burnie Show Day are observed, the employee shall be entitled to one local statutory holiday only, to be determined by the employee's residential address. **Provided** that an employee can elect to observe one of the other local statutory holidays by agreement with the employer. Provided further that any other day, or part day, not set out above, that is declared or prescribed by or under law of the State, or a region of the State, as a public holiday during the term of this agreement will be a public holiday for the purposes of this clause and made available to employees.

- (b) Payment for public holidays mentioned in subclause (a) of this clause which are taken and not worked, shall be at the normal rate of pay which would have applied to the employee concerned, when, if it were not for such holiday he/she had been at work.

PROVIDED that, where a part-time employee:

- (i) does not work regular hours on each day; and
- (ii) would otherwise have been rostered to work on a particular holiday with pay;

the number of hours to be paid for a public holiday which are taken and not worked shall be based on the following calculation:

The number of hours worked in the fortnight in which the public holiday falls divided by the number of days worked in that fortnight.

- (c) Where a public holiday occurs on a scheduled day off (as defined), an employee shall be entitled to a substitute holiday in lieu to be taken within 14 days of the public holiday.

PROVIDED that an employee shall be entitled to a substitute public holiday only where the employee has worked or is rostered to work:

- (i) 10/14 days; or
- (ii) 76 hours

in the pay period in which the public holiday concerned falls.

PROVIDED further that this subclause shall not apply to Anzac Day if it falls on a Saturday or Sunday.

- (d) Subject to subclause (c) of this clause, an employee required to work on any of the public holidays mentioned in subclause (a) of this clause, shall be paid at the rate of double time and a half.

- (e) Casual employees in receipt of the loading in lieu of paid leave and public holidays, who are required to work on a public holiday shall be paid at the rate of 1.7 times the hourly rate, for work on a public holiday mentioned in subclause (a) of this clause.

6. PARENTAL LEAVE

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child and any paid entitlements specified herein shall be in addition to that which would be otherwise available under a national parental leave scheme.

(a) Definitions

For the purposes of this clause:

A Child of a person is:

- (i) a biological child of the person; or
- (ii) an adopted child or step-child of the person; or
- (iii) if, at any time, the person was in a relationship as a couple with another person (whether the persons are the same sex or different sexes)—a child who is a product of the person's relationship with that other person.

For the purpose of paragraph (iii), a child cannot be the product of a relationship between two persons (whether the persons are the same sex or different sexes) for the purposes of this Clause unless the child is the biological child of at least one of the persons or is born to a woman in the relationship.

Day of placement, in relation to the adoption of a child by an employee, means the earlier of the following days:

- (a) the day on which the employee first takes custody of the child for the adoption;
- (b) the day on which the employee starts any travel that is reasonably necessary to take custody of the child for the adoption.

De facto partner, in relation to an employee:

- (a) means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
- (b) includes a former de facto partner of the employee.

Employee couple: two employees are an employee couple if each of the employees is the spouse or de facto partner of the other.

Medical certificate means a certificate signed by a medical practitioner.

Medical practitioner means a person registered, or licensed, as a medical practitioner under a law of a State or Territory that provides for the registration or licensing of medical practitioners.

Paid no safe job leave means paid no safe job leave to which an employee is entitled under subparagraph (o)(vi).

School age, in relation to a child, means the age at which the child is required by a law of the State or Territory in which the child lives to start attending school.

(b) Qualifying Service

- (i) An employee (other than a casual employee) shall be entitled to leave under this clause if the employee has completed at least 12 months continuous service with the employer immediately before:
 - (A) the day of birth or the expected day of birth of the child; or
 - (B) the day of placement or the expected day of placement of the child – if the leave is adoption related parental leave
- (ii) A casual employee is not entitled to leave (other than unpaid pre-adoption leave) under this clause unless the employee has been employed on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months immediately before:
 - (A) the day of birth or the expected day of birth of the child; or
 - (B) the day of placement or the expected day of placement of the child – if the leave is adoption leaveand would have had, but for the birth or adoption of the child, a reasonable expectation of continuing employment by the employer on a regular and systematic basis.

(c) General Rule – Adoption Related Parental Leave

An employee is not entitled to adoption-related parental leave under this Clause unless the child that is, or is to be, placed with the employee for adoption:

- (i) is, or will be, under school age as at the day of placement, or the expected day of placement, of the child; and
- (ii) has not, or will not have, lived continuously with the employee for a period of 6 months or more as at the day of placement, or the expected day of placement, of the child; and
- (iii) is not a child of the employee or the employee's spouse or de facto partner.

(d) Entitlement to unpaid and paid parental leave

- (i) An employee is entitled to 12 months of unpaid parental leave if the leave is associated with:
 - (A) the birth of a child, being a child who is born to the employee or the employee's spouse or de facto partner; or
 - (B) the placement of a child with the employee for adoption; and
 - (C) the employee has or will have a responsibility for the care of the child.
- (ii) A child is born to a person if (and only if):
 - (A) the person gives birth to the child; or
 - (B) the child is born, and the person is the biological mother or biological father of the child.
- (iii) Despite the definition of child in subclause (a) - Definitions an employee is not entitled to unpaid parental leave in relation to a child if the child is not:
 - (A) born to the employee or the employee's spouse or de facto partner (within the meaning of paragraph (ii) of this subclause); or
 - (B) placed with the employee for adoption.
- (iv) Paid Parental Leave Entitlement
 - (A) Notwithstanding the provisions of paragraph (i) of this subclause an employee, who is otherwise entitled to 12 months unpaid parental leave, is also entitled to six weeks paid parental leave or adoption leave as the case may be.

The paid entitlement forms part of the 52 week period of leave and must be taken when the leave commences. Further, at the request of the employee, the paid period of leave may be taken at half pay thus extending the paid leave entitlement to 12 weeks.

(B) An employee:

(1) who is the spouse or de-facto partner of a person who gives birth to a child or adopts a child; and

(2) who is not responsible for the primary care of the child is entitled to two weeks paid leave to be taken at the time of the birth of the child or the date of the placement of the adopted child, or at such other time as approved by the employer. In addition, such an employee is entitled to two weeks unpaid leave to be taken at a mutually agreed time subject to operational requirements of the workplace. The two weeks unpaid leave must be taken within the first twelve months of the birth/adoption.

(C) Paid leave taken in accordance with this paragraph shall be paid on the basis of the employee's projected roster for the six week or two week period as the case may be.

(e) The Period of Leave, other than for members of an employee couple who each intend to take leave

(i) This subclause applies to an employee who intends to take unpaid parental leave if:

(A) the employee is not a member of an employee couple; or

(B) the employee is a member of an employee couple, but the other member of the couple does not intend to take unpaid parental leave

(ii) The employee must take the leave in a single continuous period.

(iii) If the leave is birth-related leave for a female employee who is pregnant with, or gives birth to, the child, the period of leave may start up to 6

weeks before the expected date of birth of the child but must not start later than the date of birth of the child.

- (iv) If paragraph (iii) does not apply, the period of leave must start on the date of birth of the child.
- (v) If the leave is adoption-related leave, the period of leave must start on the day of placement of the child.

(f) The period of leave: members of an employee couple who each intend to take leave

- (i) This subclause applies to an employee couple if each of the employees intends to take unpaid parental leave.
- (ii) Each employee must take the leave in a single continuous period.
- (iii) When birth-related leave must be taken
 - (A) one employee's period of leave must start first, in accordance with the following rules:
 - (1) if the member of the employee couple whose period of leave starts first is a female employee who is pregnant with, or gives birth to, the child – the period of leave may start up to 6 weeks before the expected date of birth of the child, but must not start later than the date of birth of the child.
 - (2) If paragraph (1) herein does not apply – the period of leave must start on the date of birth of the child; and the other employee's period of leave must start immediately after the end of the first employee's period of leave (or that period as extended under subclauses (i) or (j)).
- (iv) When adoption-related parental leave must be taken.
 - (A) One employee's period of leave must start on the day of placement of the child; and
 - (B) The other employee's period of leave must start immediately after the end of the first employee's period of leave (or that period as may be extended elsewhere under the clause).

(v) Limited right to take concurrent leave

If one of the employees takes a period (the first employee's period of leave, of unpaid parental leave in accordance with paragraph (iii)(A) or (iv)(A), the other employee may take a period of unpaid parental leave (the concurrent leave) during the first employee's period of leave, if the concurrent leave complies with the following requirements.

- (A) the concurrent leave must be for a period of 3 weeks or less;
- (B) subject to subparagraph (C) herein the concurrent leave must not start before, and must not end more than 3 weeks after:
 - (1) If the leave is birth-related leave – the date of birth of the child; or
 - (2) If the leave is adoption-related leave – the day of placement of the child;
- (C) If the employees agree, the concurrent leave may (subject to paragraph (A)):
 - (1) start earlier than is permitted by paragraph (B); or
 - (2) end up to 3 weeks later than is permitted by paragraph (B).

(vi) Concurrent leave taken by an employee:

- (A) is an exception to the rule that the employee must take his or her leave in a single continuous period (see subsection (e)(ii)); and
- (B) is an exception to the rules about when the employee's period of unpaid parental leave must start (see paragraphs (iii) and (iv) herein.

(g) Pregnant employee may be required to take unpaid parental leave within 6 weeks before the birth

(i) If a pregnant employee who is entitled to parent leave (whether or not she has complied with subclause (h) continues to work during the period of 6 weeks before the expected date of birth of the child, the employer may ask the employee to give the employer a medical certificate containing the following statements (as applicable):

- (A) a statement whether the employee is fit to work;

- (B) if the employee is fit to work – a statement of whether it is inadvisable for the employee to continue in her present position during a stated period because of:
 - (1) illness, or risks arising out of the employee's pregnancy; or
 - (2) hazards connected with the position
- (ii) Subject to paragraph (iii) herein, the employer may require the employee to take a period of unpaid parental leave (the *period of leave*) as soon as reasonably practicable if:
 - (A) the employee does not give the employer the requested certificate within 7 days after the request; or
 - (B) within 7 days after the request, the employee gives the employer a medical certificate stating that the employee is not fit for work; or
 - (C) the following subparagraphs are satisfied:
 - (1) within 7 days after the request, the employee gives the employer a medical certificate stating that the employee is fit for work, but that it is inadvisable for the employee to continue in her present position for stated period for a reason mentioned in subparagraph (1)(b)(1) or (2);
 - (2) subclause (a) does not apply to the employee;
- (iii) The period of leave must not end later than the earlier of the following:
 - (A) the end of the pregnancy;
 - (B) if the employee has given the employer notice of the taking of a period of leave connected with the birth of the child (whether it is unpaid parental leave or some other kind of leave) – the start date of that leave.
- (iv) The period of leave:
 - (A) is an exception to the rule that the employee must take her unpaid parental leave in a single continuous period; and
 - (B) is an exception to the rules about when the employee's period of unpaid parental leave must start.
- (v) The employee is not required to comply with subclause (h) in relation to the period of leave.

(h) Notice and Evidence Requirements

- (i) An employee must give his or her employer written notice of the taking of unpaid parental leave under subclauses (e) and (f) by the employee.
- (ii) The notice must be given to the employer:
 - (A) At least 10 weeks before starting the leave; or
 - (B) If that is not reasonably practicable – as soon as is reasonably practicable (which may be a time after the leave has started).
- (iii) The notice must specify the intended start and end dates of the leave.

Evidence

- (iv) An employee who has given his or her employer notice of the taking of unpaid parental leave must, if required by the employer, give the employer evidence that would satisfy a reasonable person:
 - (A) if the leave is birth related leave – of the date of birth, or the expected date of birth, of the child; or
 - (B) if the leave is adoption-related leave - of the day of placement or the expected day of placement of the child.

(i) Extending period of unpaid parental leave: extending to use more of available parental leave period.

- (i) This subclause applies if:
 - (A) an employee has, in accordance with subclause (h) given notice of the taking of unpaid parental leave; and
 - (B) the period specified in the notice (the *original leave period*) is less than the employee's available parental leave period.
- (ii) The employee's available parental leave period is 12 months, less any period of the following kinds:
 - (A) a period of concurrent leave that the employee has taken in accordance with paragraph (f)(v);
 - (B) a period of unpaid parental leave that the employee has been required to take under paragraph (g)(ii);
 - (C) a period by which the employee's entitlement to unpaid parental leave is reduced under subparagraph (j)(iv)(C);
 - (D) a period of special maternity leave that the employee has taken.

- (iii) The employee may extend the period of unpaid parental leave by giving his or her employer written notice of the extension not later than 4 weeks before the end date of the original leave period. The notice must specify the new end date for the leave.
- (iv) Only one extension is permitted under paragraph (iii).
- (v) If the employer agrees, the employee may further extend the period of unpaid parental leave one or more times.
- (vi) Nothing in this section entitles the employee to extend the period of unpaid parental leave beyond the employee's available parental leave period.

(j) Extending period of unpaid parental leave: extending for up to 12 months beyond available parental leave period

Employee may request further period of leave

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

Making the request

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

Agreeing to the requested extension

- (iii) The employer must agree to the requested extension, unless the employer has reasonable business grounds for refusing.
- (iv) The following subparagraphs apply in relation to a member of an employee couple extending a period of unpaid parental leave in respect of a child under this section:
 - (A) the request must specify the amount (if any) of unpaid parental leave and unpaid special maternity leave that the other member of the employee couple has taken, or will have taken, in relation to the child before the extension starts;

- (B) the period of the extension cannot exceed 12 months, less any period of unpaid parental leave or unpaid special maternity leave that the other member of the employee couple has taken, or will have taken, in relation to the child before the extension starts;
- (C) the amount of unpaid parental leave to which the other member of the employee couple is entitled under subclause (d) in respect of the child is reduced by the period of the extension.

(k) Reducing period of unpaid parental leave

If an employer agrees, an employee may reduce the period of unpaid parental leave he or she takes.

(l) Employee who ceases to have responsibility for care of child

- (i) This subclause applies to an employee who has taken unpaid parental leave in respect of a child if the employee ceases to have any responsibility for the care of the child.
- (ii) The employer may give the employee written notice requiring the employee to return to work on a specified day.
- (iii) The specified day:
 - (A) must be at least 4 weeks after the notice is given to the employee; and
 - (B) if the leave is birth-related leave taken by a female employee who has given birth – must not be earlier than 6 weeks after the date of birth of the child.
- (iv) The employee's entitlement to unpaid parental leave in respect of the child ends immediately before the specified day.

(m) Interaction with paid leave

- (i) Subject to paragraph (ii) and (iii) nothing in this clause prevents an employee from taking any other kind of paid leave while he or she is taking unpaid parental leave. If the employee does so, the taking of that other paid leave does not break the continuity of the period of unpaid leave.

- (ii) An employee is not entitled to take paid personal/carer's leave or compassionate leave while he or she is taking unpaid parental leave.
- (iii) An employee is not entitled to any payment under Clause 12 – Community Services Leave of this Part in relation to activities the employee engages in while taking unpaid parental leave.

(n) Unpaid special maternity leave

- (i) A female employee is entitled to a period of unpaid special maternity leave if she is unfit for work during that period because:
 - (A) she has a pregnancy-related illness; or
 - (B) she has been pregnant, and the pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by the birth of a living child.
- (ii) An employee must give her employer notice of the taking of unpaid special maternity leave by the employee.
- (iii) The notice:
 - (A) must be given to the employer as soon as reasonably practicable (which may be a time after the leave has started); and
 - (B) must advise the employer of the period, or expected period, of the leave.
- (iv) An employee who has given her employer notice of the taking of unpaid special maternity leave must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for a reason specified in paragraph (i).
- (v) Without limiting the generality of paragraph (iv) herein an employer may require the evidence referred to in that subsection to be a medical certificate.
- (vi) An employee is not entitled to take unpaid special maternity leave unless the employee complies with paragraphs (ii) and (iv).
- (vii) A female employee's entitlement to 12 months unpaid parental leave associated with the birth of a child is reduced by the

amount of any unpaid special maternity leave taken by the employee while she was pregnant.

(o)

Transfer to a safe job

- (i) This section applies to a female employee who is pregnant if:
 - (A) she is entitled to unpaid parental leave; and
 - (B) she has already complied with the notice and evidence requirements of subclause (h) taking unpaid parental leave; and
 - (C) she gives her employer evidence that would satisfy a reasonable person that she is fit to work, but that it is inadvisable for her to continue in her present position during a stated period (the risk period) because of:
 - (1) illness, or risks, arising out of her pregnancy; or
 - (2) hazards connected with that position.
- (ii) Without limiting the generality of paragraph (i)(C) of this subclause, an employer may require the evidence referred to in that paragraph to be a medical certificate.
- (iii) If this subclause applies to an employee:
 - (A) if there is an appropriate safe job available – the employer must transfer the employee to that job for the risk period with no other changes to the employee's terms and conditions of employment; or
 - (B) if there is no appropriate safe job available – the employee is entitled to take paid no safe job leave for the risk period.
- (iv) An appropriate safe job is a safe job that has:
 - (A) the same ordinary hours of work as the employee's present position; or
 - (B) a different number of ordinary hours agreed to by the employee.
- (v) Without limiting paragraph (iii)(A) of this subclause, if the employee is transferred to an appropriate safe job for the risk period, the employer must pay the employee for the safe job at the

employee's full rate of pay (for the position she was in before the transfer) for the hours that she works in the risk period.

- (vi) If the employee takes paid no safe job leave for the risk period, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the risk period.
- (vii) If the employee's pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.

(p) Consultation with employee on unpaid parental leave

- (i) If:
 - (A) an employee is on unpaid parental leave; and
 - (B) the employee's employer makes a decision that will have a significant effect on the status, pay or location of the employee's pre-parental leave position;the employer must take all reasonable steps to give the employee information about, and an opportunity to discuss, the effect of the decision on that position.
- (ii) The employee's pre-parental leave position is:
 - (A) unless paragraph (B) applies, the position the employee held before starting the unpaid parental leave; or
 - (B) if, before starting the unpaid parental leave, the employee:
 - (1) was transferred to a safe job because of her pregnancy; or
 - (2) reduced her working hours due to her pregnancy;the position the employee held immediately before that transfer or reduction.

(q) Return to work guarantee

On finishing unpaid parental leave, an employee is entitled to return to:

- (i) the employee's pre-parental leave position; or
- (ii) if that position no longer exists – an available position for which the employee is qualified and suited nearest in status the position the employee held immediately before that transfer or reduction.

(r)

Unpaid pre-adoption leave

- (i) Subject to paragraph (ii) an employee is entitled to up to 2 days of unpaid pre-adoption leave to attend any interviews or examinations required in order to obtain approval for the employee's adoption of a child.
- (ii) An employee is not entitled to take a period of unpaid pre-adoption leave if:
 - (A) the employee could instead take some other form of leave; and
 - (B) the employer would prefer the employee to take that other form of leave.
- (iii) An employee who is entitled to a period of unpaid pre-adoption leave is entitled to take the leave as:
 - (A) a single continuous period of up to 2 days; or
 - (B) any separate periods to which the employee and the employer agree.
- (iv) An employee must give his or her employee notice of the taking of unpaid pre-adoption leave by the employee.
- (v) The notice:
 - (A) must be given to the employer as soon as reasonably practicable (which may be a time after the leave has started); and
 - (B) must advise the employer of the period, or expected period of the leave;
- (vi) An employee who has given his or her employer notice of the taking of unpaid pre-adoption leave must if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken to attend an interview or examination as mentioned in paragraph (i).
- (vii) An employee is not entitled to take unpaid pre-adoption leave unless the employee complies with paragraphs (iv) to (vi).

7. GRAND PARENTING LEAVE

Anglicare Tasmania recognises the important and changing role of a grandparent in the family unit, particularly at the time of the birth of a grandchild. Therefore, Anglicare Tasmania will grant two (2) days paid Grand parenting leave to employees when they become grandparents due to the birth or adoption of a grandchild.

Employees may be required to provide applicable documentation such as a copy of record of birth or statutory declaration to support their leave application.

Grand parenting Leave can be taken in whole or as single days at a mutually agreed time or times, subject to the operational requirements of the workplace. The two (2) days leave must be taken within the first six (6) months of the birth or date of placement of the child. The leave is paid at ordinary hours, is non-accruable and if untaken will not be paid out.

7.1 Qualifying Period

- (i) An employee (other than a casual employee) shall be entitled to Grand parenting leave under this clause if the employee has completed at least 12 months continuous service with the employer immediately before:
 - A. the day of the birth of their grandchild; or
 - B. the day of placement of their grandchild – if the leave is adoption related grand parenting leave

8. PERSONAL LEAVE/CARER'S LEAVE

- (a) The provisions of this clause apply to employee, other than one engaged as a casual, who is absent from work on account of personal illness or on account of injury or for caring purposes shall be entitled to leave of absence without deduction of pay, subject to the following conditions and limitations. The entitlements of casual employees are set out in subclause (a) - Casual employees - Caring responsibilities.

(b) Entitlement

- (i) An employee is entitled to paid personal leave because of a personal illness or personal injury, or paid or unpaid carer's leave 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:
 - (A) A personal illness, or injury, of the member; or
 - (B) An unexpected emergency affecting the member.
- (ii) For the purposes of clause (i), the following are members of the employee's immediate family:
 - (A) A spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
 - (B) A child, parent, grandparent, grandchild or sibling of a spouse/partner of the Employee.
- (iii) the employee will accrue progressively for each completed four (4) week period of continuous service with the employer one twenty sixth (1/26) of the number of hours worked by the Employee for the employer during that four (4) week period.
- (iv) A pro-rata entitlement applies to eligible part-time employees.
- (v) paid personal/carers leave will be cumulative and will accrue on a pro rata basis.

(c) Conditions

- (i) The employer is not required to pay personal/carers leave entitlements for any period during which an employee is absent from work because of a personal illness or injury for which the employee receives worker's compensation payments.
- (ii) The employee should notify the employer by telephone or arrange for the employer to be notified before the start of work for that day, as soon as practicable of their inability to attend for work, and the estimated length of the absence. Wherever practicable, such notification should be provided on the previous day so as to enable the employer to make alternative staffing arrangements. SMS and email messages are not acceptable.

- (iii) The employee must provide a medical certificate to the employer from a registered health practitioner or a statutory declaration made by the employee if it is not reasonably practicable to obtain a medical certificate, after two (2) days absence as proof of personal illness or injury of the employee or their family member, or as otherwise specifically requested by the employer.

Provided that the employer may waive the requirement for an employee to produce a medical certificate or statutory declaration. The employer may also request a medical certificate after a single day's absence if there are concerns about an employee's attendance.

- (iv) Payment for personal/carer's leave may be withheld where the employee does not provide a medical certificate or statutory declaration as proof of personal illness or injury

- (d) Personal leave shall accumulate from year to year so that any balance of the period specified in subclause (b) of this subclause which has in any year not been allowed to an employee by the employer as paid personal leave shall be credited to the employee and, subject to the conditions above shall be allowed by that employer in a subsequent year without diminution of the personal leave prescribed in respect of that year.

- (e) Where an employee leaves a permanent position and is re-appointed to another within 12 months, previously accrued personal leave will be reinstated.

- (f) The employer shall not be required to make any payment in respect of accumulated personal leave credits to an employee who is discharged or leaves his/her employment, or for any time an employee is absent from work without producing satisfactory evidence of personal illness.

Provided that employees employed at the date of commencement of this agreement shall be entitled to personal leave accrued prior to that date.

(g) Sickness on Day Off

Where an employee is sick or injured on a scheduled day off, the employee shall not be entitled to seek nor will the employee's personal leave entitlement be reduced as a result of the employee's sickness or injury on that day.

(h) Personal Leave for Personal Injury or Sickness

An employee is entitled to use the full amount of their personal leave entitlement including accrued leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.

(i) Personal Leave to Care for an Immediate Family or Household Member

An employee is entitled to use accrued leave, each year to care for members of their immediate family or household who are ill or injured and require care or support or who require care or support due to an unexpected emergency, subject to the conditions set out in this clause.

(j) Leave may be taken for part of a single day.

By agreement between the employer and an individual employee, the employee may access an additional amount of their accrued personal leave for the purposes set out in paragraph

(i), beyond the limit set out in paragraph (i). In such circumstances, the employer and the employee shall agree upon the additional amount that may be accessed.

(k) Evidence Supporting Claim

(i) An employee shall prove to the satisfaction of the employer based on evidence beyond that which would satisfy a reasonable person, he/she was unable on account of such illness or injury to attend for work on the day or days for which the personal leave is claimed or due to special circumstances was reasonably unable to notify the employer of such absence prior to the commencement of the shift or usual starting time of work and in such special circumstances the employee shall in any event notify the employer of such absence within 24 hours from the

commencement of the shift or usual starting time of work as soon as practicable.

- (ii) When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

(l) Personal Leave and Workers' Compensation

The employee shall not be entitled to such leave of absence for any period in respect of which the employee is entitled to workers' compensation payments.

(m) Unpaid Personal Leave

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are ill or injured and require care or support or who require care or support due to an unexpected emergency. The employer and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two (2) days (up to a maximum of 16 hours) per occasion, provided the requirements of subclauses (c) and (k) are met.

- (n)** An additional two (2) days of unpaid carer's leave will be available for emergencies for an employee if they have used up their personal leave entitlement.

- (i) Unpaid carer's leave can be taken in a single unbroken period of 2 days or, if the employer and employee cannot agree, in separate periods, for example 4 half-days. However, unpaid leave will be conditional on the employee not having any accumulated paid carer's leave or other authorised leave for caring purposes.
- (ii) A period of unpaid carer's leave does not break the employee's continuity of service. However it does not count as service.

(o) Casual employees - Caring responsibilities

Subject to the evidentiary and notice requirements in subclauses (c) and (k) casual employees are entitled to not be available to attend work, or to leave work if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employees are not entitled to any payment for the period of non-attendance.

The employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the employer to engage or not to engage a casual employee are otherwise not affected.

(p) Requirement to Attend Medical Practitioner

An employee who is injured at work will be required to attend a medical practitioner if requested by the employer.

9. FAMILY VIOLENCE LEAVE

Anglicare Tasmania recognises that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. Anglicare Tasmania is committed to supporting employees that experience family violence by providing access to paid leave, flexible working arrangements and counselling support.

Family violence can be defined as violence occurring within a household or between family members. The violence may be physical, sexual or verbal or it may take the form of continual and habitual psychological, social or financial abuse.

An employee (other than casual employees) experiencing family violence may access Anglicare's Employee Assistance Programme (EAP). Where requested by an employee, Human Resource Unit will liaise with the employee's manager on the

employee's behalf, and will make a recommendation on the most appropriate form of support.

The Human Resource Unit in consultation with the relevant Manager will take steps to reasonably ensure that employees who report experiencing family violence, and their co-workers, are safe in their workplace particularly those in direct client contact roles.

All personal information concerning family violence will be kept confidential. An employee experiencing family violence may raise the issue with their immediate Manager or Human Resource Unit.

Anglicare recognises that violence and abuse can require other forms of services, including time to attend medical/counselling appointments, access Police services and/or legal advice, attend court hearings, move location, attend to children and schooling issues and attend to financial matters.

An employee is entitled to have up to seven (7) days paid family violence leave upon providing evidence of family violence in the form of a document issued by a court, including the registrar of the court, a lawyer or the Police Service. Family violence leave does not accrue and is available on a single occasion only. However, such leave may be taken as single days or as part days with approval by Anglicare's Human Resource Unit, and the payment for which shall be at the employee's base rate of pay.

Nothing in this clause prevents an employee from accessing personal leave as evidenced by a certificate from a medical practitioner or any other form of approved leave (including unpaid leave) for the purposes of dealing with a family violence situation.

Where an employee experiencing family violence has exhausted their full leave entitlements, including annual leave, personal leave and family violence leave, the employee may make an application to Anglicare's Chief Executive Officer (or delegate) for consideration of granting paid Special leave.

10. ADDITIONAL EMPLOYEE FUNDED PERSONAL CARER'S LEAVE

- (a) Full time or part time employees may elect to purchase additional personal carer's leave days from the employer in order to manage unplanned events such as the illness of a family member. The election to purchase additional personal carer's leave must be approved by the employer in accordance with organisational policy subject to 'reasonable business grounds' as per clause 3(c) of this Part.

If an employee elects to purchase additional personal carer's leave, the employee shall be entitled to elect to purchase up to 20 days (4 weeks) (pro rata if part-time) per year in addition to their minimum entitlement of 10 days (pro rata if part-time). Leave purchased in accordance with this clause must be in weekly blocks.

If an employee makes an election pursuant to this clause, the employee will agree to take a reduced salary spread over 52 weeks of the year. For example, if the employee elects to purchase 20 additional personal leave days they will be paid their usual salary for 48 weeks but it will be spread out over the full 52 weeks.

An election must be made in writing at the beginning of the 12 month period to which the extra entitlement to leave shall apply.

If at the end of the 12 month period the employee has not accessed the additional personal carer's leave, the employee shall be entitled to cash the additional personal carer's leave out.

Further, if the employee's employment terminates during the 12 month period and the employee has not accessed some or all of the additional personal carer's leave purchased and accrued as at the date of termination, such unused leave shall be paid out to the employee in the employee's termination pay.

An employee shall only be entitled to cash out additional paid personal carer's leave and must retain a minimum balance of 5 days of personal carer's leave after the cash-out.

If an election is made under this clause and the employee takes paid personal carer's leave during the 12 month period, the first 10 days of the paid personal leave in the 12 month period shall relate to the minimum entitlement and any leave taken after that period will be additional paid personal carer's leave.

The employee shall be entitled to take employee funded personal carer's leave in the same way as they are entitled to take their minimum entitlement of personal carer's leave.

11. BLOOD DONORS LEAVE

(a) Paid Absence

A full-time or part-time office based employee who is absent during ordinary working hours for the purpose of donating blood shall not suffer any deduction of pay for the period involved on each occasion and subject to a maximum of four separate absences for the purpose of donating blood each calendar year.

Provided that such employee shall arrange as far as practicable for the donation to occur in unpaid time, or where that is not practicable for his/her absence to be as close as possible to the beginning or the ending of ordinary working hours. The provisions of this clause do not apply to casual employees.

(b) Notification

An employee entitled to blood donors leave shall notify their employer as soon as possible of the time and date upon which they are requesting to be absent for the purpose of donating blood.

(c) Proof of Attendance

The employer may require an employee to provide reasonable proof of attendance including the duration of such attendance.

12. JURY SERVICE LEAVE

- (a) An employee (other than a casual employee) required to attend for jury duty shall be reimbursed by the employer an amount equal to the difference between the amount the amount the employee is able to claim from the court in respect of their attendance for such jury duty and the amount of wage they would have received in respect of the ordinary time they would have worked had they not been on jury duty.
- (b) An employee shall notify the employer as soon as practicable of the date upon which they are required to attend for jury duty, and shall provide the employer with proof of attendance, the duration of such attendance and the amount received in respect thereof.
- (c) If an employee is called for jury service they shall perform their normal duties with the employer during such times as they are not required to attend Court.

13. LONG SERVICE LEAVE

Unless otherwise provided for in this clause, Long Service Leave entitlements shall be in accordance with the Long Service Leave Act 1976.

PROVIDED that employees employed under the terms of this Agreement shall be entitled to 13 weeks paid leave after completing ten years of continuous employment. Long Service Leave will thereafter continue to accrue at the rate of 6.5 working days per year for full time employees and pro rata for part time employees and may be taken progressively once ten (10) years of continuous service has been served.

14. COMMUNITY SERVICES LEAVE

- (a) An employee who engages in a voluntary *emergency management activity* (or such other community services activity as may be prescribed by the *Fair Work Regulations 2009*), is entitled to take paid community service leave in accordance with this Clause.

- (b) An employee engages in a voluntary emergency management activity if, and only if:
- (i) the employee engages in an activity that involves dealing with an emergency or natural disaster; and
 - (ii) the employee engages in the activity on a voluntary basis (whether or not the employee directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment wholly or partly for engaging in the activity); and
 - (iii) the employee is a member of, or has a member-like association with, a recognised emergency management body; and
 - (iv) either:
 - (A) the employee was requested by or on behalf of the body to engage in the activity; or
 - (B) no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.
- (c) A recognised emergency management body is:
- (i) a body, or part of a body, that has a role or function under a plan that:
 - (A) is for coping with emergencies and/or disasters; and
 - (B) is prepared by the Commonwealth, a State or a Territory; or
 - (ii) a fire-fighting, civil defence or rescue body, or part of such a body; or
 - (iii) any other body, or part of a body, a substantial purpose of which involves:
 - (A) securing the safety of persons or animals in an emergency or natural disaster; or
 - (B) protecting property in an emergency or natural disaster; or
 - (C) otherwise responding to an emergency or natural disaster; or
 - (iv) a body, or part of a body, prescribed by the regulations;

but does not include a body that was established, or is continued in existence, for the purpose, or for purposes that include the purpose, of entitling one or more employees to be absent from their employment under this Clause.

- (d) The employee must provide reasonable notice of the employee's intention to participate in a community services emergency. Evidence supporting the employee's absence or continuing absence may be required by the employer at any time.

- (e) All leave of absence taken under this clause will be paid at an employee's ordinary rate of pay.

15. CEREMONIAL LEAVE

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

PART VII CONSULTATION AND DISPUTE RESOLUTION

1. CONSULTATION

- (a) This term applies if the employer:
- (i) 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
 - (ii) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- (b) For a major change referred to in paragraph (a)(i):
- (i) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (ii) subclauses (c) to (i) apply.
- (c) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (d) If:
- (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (ii) the employee or employees advise the employer of the identity of the representative;
 - (iii) the employer must recognise the representative.
- (e) As soon as practicable after making its decision, the employer must:
- (i) discuss with the relevant employees:
 - (A) the introduction of the change; and
 - (B) the effect the change is likely to have on the employees; and
 - (C) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

- (ii) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (A) all relevant information about the change including the nature of the change proposed; and
 - (B) information about the expected effects of the change on the employees; and
 - (C) any other matters likely to affect the employees.
- (f) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (g) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (h) 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 paragraph (b) (ii) and subclauses (c) and (e) are taken not to apply.
- (i) In this term, a major change is **likely to have a significant effect on employees** if it results in:
 - (i) the termination of the employment of employees; or
 - (ii) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (iv) the alteration of hours of work; or
 - (v) the need to retrain employees; or
 - (vi) the need to relocate employees to another workplace; or
 - (vii) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (i) For a change referred to in paragraph (a)(ii):

- (i) the employer must notify the relevant employees of the proposed change; and
 - (ii) subclauses (l) to (o) apply.
- (k) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (l) If:
- (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (ii) the employee or employees advise the employer of the identity of the representative;
 - (iii) the employer must recognise the representative.
- (m) As soon as practicable after proposing to introduce the change, the employer must:
- (i) discuss with the relevant employees the introduction of the change; and
 - (ii) for the purposes of the discussion—provide to the relevant employees:
 - (A) all relevant information about the change, including the nature of the change; and
 - (B) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (C) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (iii) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (n) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (o) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

(p) In this term:

relevant employees means the employees who may be affected by a change referred to in subclause (a).

2. DISPUTE RESOLUTION

(a) Application of dispute resolution procedure

This dispute resolution procedure applies to the following disputes:

- (i) matters arising under the agreement;
- (ii) the National Employment Standards (NES) as they apply to employees covered by the agreement (including ss.65(5) & 76(4) of the Fair Work Act 2009 which deal with requests for flexible working arrangements and extending periods of unpaid parental leave); and
- (iii) Any matter in relation to a potential breach of an employee's terms and conditions of employment, entitlements and workplace rights..

(b) Procedure

- (i) In the first instance, the parties will attempt to resolve the dispute at the workplace level. Where appropriate, this may involve discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- (ii) A party may refer the dispute to FWA to settle the dispute where:
 - (A) the dispute cannot be resolved at the workplace level; or
 - (B) the dispute is not being progressed in a timely manner; or
- (iii) there are aspects of the nature of the dispute which require the dispute to be dealt with urgently; or
- (iv) the employer and the other party in dispute otherwise agree to refer the dispute.

(c) FWA Power to Settle the Dispute

(i) FWA shall deal with a dispute by:

(A) Mediation or conciliation; and/or

(B) making a recommendation or expressing an opinion; and /or

(C) if the dispute remains unresolved, using any of its powers (including arbitration and other powers under section 595(3) and 739(4) of the Act.

(ii) Without limiting any powers available under the Fair Work Act 2009, FWA may exercise the procedural powers in relation to conferences, hearings, evidence and submissions which are necessary to effectively settle the dispute.

(iii) Subject to subclause (d) below, a decision of FWA under this dispute resolution procedure will bind the parties.

(d) Appeal

Notwithstanding subclause (c), either party may exercise a right of appeal against the decision to a Full Bench.

(e) Representation

At any stage in this dispute resolution procedure, an employee may appoint another person, a union, organisation or association to accompany and/or represent them for the purposes of this clause. Further, the employer shall recognise the representative for all purposes involved with the resolution of the dispute.

(f) Definition of Parties

In this clause "party" or "parties" includes any person or union covered by this agreement.

(g) Status Quo

While the dispute is being resolved, the parties will respect the status quo. However, the employer may direct an employee to perform different work or work at a different location, on full pay, if it is reasonable to do so to protect the safety, health or welfare of another employee or employees.

(h) Breach of Agreement

Nothing in this procedure prevents a party from enforcing this agreement in a court.

PART VIII OCCUPATIONAL HEALTH & SAFETY

1. Employees Health and Safety

The parties to this Agreement are committed to collectively providing a safe and healthy workplace.

2. Workplace Bullying and Harassment

Maintaining a health workplace free from workplace bullying and harassment is a joint employer-employee responsibility. Anglicare has a zero tolerance for workplace bullying and harassment. The employer expects all employees to:

- behave in a responsible and professional manner
- treat others in the workplace with courtesy and respect
- listen and respond appropriately to the views and concerns of others
- be fair and honest in their dealings with others.
- apply the relevant policies, procedures and guidelines to resolve differences and/or conflict

To assist in the zero tolerance commitment, Anglicare shall appoint Anti-Discrimination Contact Officers (ADCOs) for each of the regions. All appointed ADCOs will be provided with structured training to effectively deal with workplace Anti-discrimination and bullying and harassment issues.

3. Sleepover Disturbances

- (i) The employer recognises that excessive or consecutive disturbed sleepovers may have an impact on an employee's ability to effectively and safely perform their duties.

- (ii) An employee who believes that they have been adversely affected by sleep over disturbances to such an extent as to be a potential risk can seek from the Employer not to be rostered on the next rostered sleep over shift.

- (iii) The employer will monitor the impact of sleepovers on employees, analyse and implement changes which have been identified as related to sleepovers. These reports will be tabled at the employer's OH&S committee meetings where appropriate.

- (iv) The employer will take all reasonable steps to eliminate risk to employees during sleepovers.

4. Protective Clothing

In addition to the General Conditions as set out in this Agreement, employees engaged in supported accommodation services are bound by the following additional conditions.

The Employer recognizes that employees are required to accompany clients on outings and this involves the need for protective clothing and accessories for both summer and winter conditions. The Employer will therefore provide, at no cost to the employee, sufficient suitable protection including wet weather clothing, hats for both winter and summer, sunscreen protection and any other reasonable item consistent with the provision of protection from the elements. Occupational Health & Safety aspects will be considered eg in relation to personal hygiene and the provision of a personal hat to the employee.

5. Workers' Compensation

Employees engaged on a sleep over shall be deemed to be both an employee and a worker for the purposes of this Agreement and pursuant to the terms of any relevant legislation including the Workers' Rehabilitation and Compensation Act 1988.

PART IX POSITION CLASSIFICATION DESCRIPTORS

Anglicare Tasmania has a two category classification structure which is outlined in Appendix A.

1. SOCIAL AND COMMUNITY SERVICE EMPLOYEES

The Anglicare Tasmania Social and Community Service classification category provides broad guidance on the nature of the work and the indicative duties and level of work expected from employees which provide social and community services including crisis assistance, and supported housing services social work, recreation work, welfare work, youth work or community development work, which primarily engage in policy, advocacy or representation on behalf of organisations carrying out such work and the provision of disability services including the provision of personal care and domestic and lifestyle support to a person with a disability in a community and/or residential setting including respite centre and day services.

2. HOME CARE EMPLOYEES

The Anglicare Home Care classification category provides broad guidance on the nature of the work and the indicative duties and level of work expected from employees who provide personal care, domestic assistance or home maintenance to an aged person or a person with a disability in a private residence

Appendix B lists the remuneration and the nominal Modern Award classification that would otherwise apply to employees covered by this agreement.

APPENDIX A.

SOCIAL AND COMMUNITY SERVICE EMPLOYEE CLASSIFICATION DESCRIPTORS

Social and Community Service Employee - Level 1

A person employed as a Social and Community Service Employee Level 1 works under close direction and may include new recruits who may have limited relevant experience. Work at this level consists of performing clearly defined activities with outcomes being readily attainable. Employee duties at this level will be closely monitored with instruction and assistance being readily available. Employees work under direct supervision. .

Indicative Administrative Duties

- An employee at this level may include some of the following inputs or those of a similar value:-
- Undertake routine activities of a clerical and/or support nature
- Undertake straightforward operation of keyboard equipment including data input and word processing at a basic level
- Undertakes routine office duties involving filing, recoding, checking and batching of accounts, invoices, orders, stores requisitions and maintenance of an existing records system

Indicative Direct Client Duties

- During induction employees will perform the indicative duties of a Level 4 Disability Support Worker.
- The nature of the resident/client contact and interaction includes attending to their personal care or undertaking generic domestic duties under direct or routine supervision and either individually or as part of a team as part of the delivery of disability services.

INDICATIVE POSITIONS

❖ Disability Support Worker – Induction

Social and Community Service Employee - Level 2

Employees at this level may have previous relevant experience and/or in-service training but no relevant formal qualification. They work under routine supervision and within set guidelines. They will be required to operate equipment that is appropriate at this level. They perform routine tasks and have limited client interaction.

INDICATIVE DUTIES

Indicative but not exclusive tasks include:

- General domestic tasks, including cleaning a range of surfaces in order to restore or maintain buildings in a clean and hygienic condition
- Vacuuming
- Rubbish collection, wiping and sweeping under and around seats and tables
- Washing and cooking;
- Basic yard maintenance including sweeping, hosing down paths and operating hand held powered equipment such as blowers
- Preparation of the full range of domestic duties including cleaning and food services, assistance to residents in carrying out personal care tasks under general supervisions either individually or as part of a team as part of the delivery of disability services.

INDICATIVE POSITIONS

- | | |
|---|-------------------------------------|
| ❖ | Disability Support Worker Assistant |
| ❖ | Yardman |

Social and Community Service Employee - Level 3

Employees at this level will have sufficient knowledge and experience to perform the additional duties at this level and may hold a formal qualification. They require general guidance and access to direct supervision with scope to exercise initiative and judgment in carrying out duties. Employees at this level may be required to supervise Employees at a lower level and will be required to operate equipment appropriate at this level.

INDICATIVE DUTIES

Client Work

- Implement policies ensuring clients participate in the delivery of services;
- Ensure client choice and participation in personal decision; Implement policies and plans; Ensure services are delivered in accordance with policies; Implement work practices to appropriate standards
- Monitor implementation and encourage participation through planning and training; Involve clients in the planning process
- Assess needs and contribute to the development, supervision and Implementation of plans
- Monitor and assess behavior
- Distribute policies and monitor application
- Provide staff training
- Promote the ability, contribution and competency of people with a disability, ensure information is provided on available advocacy support and facilitate the use of advocates;
- Plan involvement and work with families and networks;
- Supervise and train staff and monitor effective work practices;
- Assist in the development and liaison with networks

Administrative Work

- Reception/switchboard
- Maintenance of basic records; Filing, collating, photocopying etc
- Handling or distributing mail

- Recording, matching, checking and batching of accounts, invoices etc.
- Use of word processing, spreadsheet, accounting or database packages/software to create, format, edit, correct, print and save documents (e.g. standard correspondence and business documents);
- Audio typing;
- Maintenance of records and/or journals including initial processing and recording of the following: -
 - reconciliation of accounts to balance
 - incoming/outgoing cheques
 - invoices
 - debit/credit items
 - payroll data; petty cash system
- Arrange routine travel bookings and make appointments; Provide general advice and information on the organisation's services
- Prepare cash payment summaries, banking report and bank statements, calculate and maintain wage and salary records, post journal to ledger;
- Provide specialised advice and information on the organisation's services;
- Use of a software package to create new files, maintain computer based records management systems, identify and extract information from internal and external sources, undertake advanced word processing;
- Arrange travel bookings and itineraries, make appointments and organise Internal meetings

INDICATIVE POSITIONS

❖ Receptionist/Administrative Assistant	❖ Editorial Assistant
❖ Publications Assistant	❖ PRSS Administration Worker
❖ C4C Administration Officer	❖ Hippy Home Tutor
❖ Relief Cook/Caterer	

Social and Community Service Employee - Level 4

Employees at this level will hold or be studying towards formal qualifications and/or have sufficient knowledge that is relevant to the position. They will be responsible for their own work and require limited guidance and direction. Employees at this level will work from complex instructions and procedures and may be required to train and supervise employees at lower levels. They will be required to operate equipment or technology that is appropriate at this level.

INDICATIVE DUTIES

Client Work

In addition to the duties set out in level 3; employees at this level may perform some or all of the following duties:

- Promote and encourage participation through planning and training;
- Promote and involve clients in the planning process;
- Implement plans;
- Monitor individual progress, review plans, apply specialist knowledge to selection of approaches;
- Develop and review policies and procedures, monitor application;
- Promote the ability, contribution and competency of people with a disability, arrange for the participation of advocates; identify opportunities for involvement of families and personal networks and develop links as appropriate;
- Plan and monitor work practices;
- Access individual opportunities, plan access, identify resources and liaise with potential networks;
- Ensure other staff are adequately supported;
- Maintain and apply specialist knowledge.

Administrative Work

In addition to the duties set out in level 3; employees at this level may perform some or all of the following duties:

- Human Resource administrative tasks
- Advertise vacancies in accordance with procedures
- Conduct initial selection interviews
- Maintain staff rosters using specialised programs
- Arrange shift cover
- Payroll queries and corrections
- Provide advice on employment conditions
- Liaise with Service Managers

INDICATIVE POSITIONS

❖ Human Resources Administrator	❖ Disability Support Worker
❖ Workforce Administrator	❖ Curraghmore Mental Health Support Worker
❖ Respite Mental Health Worker	❖ Parish Community Development Worker
❖ Community Food Researcher	❖ Micro Finance Worker
❖ Administration Assistant – Acquired Injury	

Social and Community Service Employee - Level 5

Employees at this level will have worked or studied in a relevant field. They work under general direction and are responsible and accountable for their own work and that of employees at lower levels. They will be required to exercise initiative, discretion and judgment in the performance of duties and may have delegated responsibility for work under their control or supervision in regard to scheduling workloads, resolving operational problems and monitoring the quality of work produced.

INDICATIVE DUTIES

Client Work

In addition to the duties set out in level 4; employees at this level may perform some or all of the following duties:

- Undertake a range of activities requiring the application of established work procedures;
- Perform tasks including the provision of more than routine information;
- Perform elementary tasks within a community service program requiring knowledge of established work practices and procedures relevant to the work area;
- Assist with administrative functions;
- Assist senior Employees in the preparation, implementation and evaluation of developmental and/or special program at an elementary level;
- Prepare, implement and evaluate developmental and/or special programs for Individual clients in consultation with a senior Employee;
- Accept responsibility for a single program function within a range of activities.
- Undertake responsibility for various activities in a specialised area;
- Exercise responsibility for a function within the work area;
- Perform tasks of a sensitive nature including the provision of information requiring a high degree of confidentiality;

Administrative Work

In addition to the duties set out in level 4; employees at this level may perform some or all of the following duties

- Administer salary and payroll requirements of the organisation
- Prepare financial/tax schedules
- Calculate costing and/or wage or salary requirements

- Maintain Anglicare properties to a high standard
- Complete maintenance requests in accordance with the procedure
- Participate in property inspections
- Conduct tagging and testing of electrical equipment
- Respond to IT support requests
- Log completed support requests
- Undertake system maintenance tasks at the direction of the Manager

INDICATIVE POSITIONS

❖ Advanced Level Support Worker (as defined)	❖ Specialist Disability Support Worker
❖ IT Support Officer	❖ Payroll Officer
❖ Private Rental Support Worker	❖ Finance Officer
❖ Recreation Support Workers - Lodge	❖ Lodge Manager/Caretaker
❖ Therapeutic Care Worker	❖ Needle and Syringe Program Worker
❖ Senior Support Worker	❖ Stream Administration Officer

Social and Community Service Employee - Level 6

Employees at this level will possess sufficient knowledge and experience to perform the duties at this level, as determined by Anglicare. Employees at this level are responsible for their own work and report to senior staff as required. They will regularly exercise initiative, discretion and judgment in the performance of their duties. Key responsibilities may include the co-ordination of duties of Employees under their supervision, and the selection, recruitment, training, counseling and performance appraisals of Employees in accordance with established policy and may be required to assist in the development of policies and procedures for the organisation.

INDICATIVE DUTIES

Client Work

In addition to the duties set out in level 5; employees at this level may perform some or all of the following duties:

- Perform tasks within a community service program requiring knowledge of established work practices and procedures relevant to the work area;

Administrative Work

In addition to the duties set out in level 5; employees at this level may perform some or all of the following duties:

- Secretarial support including minute taking and answering correspondence
- Maintain CEO calendar
- Supervise employees at lower classified levels
- Ensure OH&S policy and procedures are followed
- Maintain OH&S files
- Liaise with Workers Compensation Insurer regarding administrative matters
- Maintain corporate filing system
- Responsibility for a specialized administrative function at a senior operational level including the supervision of lower level employees.

INDICATIVE POSITIONS

❖ Executive Assistant to the CEO	❖ Senior Accounts Payable Officer
❖ Senior Worker – Curraghmore	❖ Practice Consultant Assistant

Social and Community Service Employee - Level 7

Employees at this level will possess sufficient knowledge and experience or qualification/s to perform the duties at this level, as determined by Anglicare. Employees at this level are responsible for their own work and report to senior staff as required. They regularly exercise initiative, discretion and judgment in the performance of their duties. Employees at this level receive significant supervision and support from employees from higher classified employees.

INDICATIVE DUTIES

Client/Administrative Work

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

- Comprehensive knowledge of statutory requirements relevant to the work;
- Comprehensive knowledge of organisation policies and activities and the role of the organisation and its services and/or functions;
- Specialists require an understanding of the underlying principles in a relevant discipline.
- The capacity to respond appropriately to client needs and manage potential conflict of interest.
- Assess, identify and respond to needs of clients with complex and multiple needs, including appropriate referral to other services.
- Undertake activities which may require the employees to exercise judgment and/or contribute critical knowledge and skills where procedures are not clearly defined.
- Perform duties of a specialised nature requiring the development of expertise over time or previous knowledge.
- Identification of specific or desired performance outcomes.
- Contribute to interpretation and development of policies and practices in areas of work for which there are no clearly established procedures.
- Provide assistance on grant applications, including research or collection of data.
- Participate in interagency projects, collaborate in service delivery with other agencies and participate in external forums, working parties or reference groups that may relate to development of governmental policies or service/programme standards.

- Where the primary responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
 - liaise with other specialists at a technical level;
 - discuss techniques, procedures and/or results with clients on straightforward matters;
 - lead a team within a specialised project;
 - provide reference, research and/or technical information services;
 - carry out a variety of activities in the organisation requiring initiative and judgment in the selection and application of established principles, techniques and methods;
 - under limited direction undertake tasks of a specialised, novel, complex and/or critical nature;
 - perform a range of planning functions which may require knowledge of statutory and legal requirements;
- Participate in the planning and co-ordination of a community programme of a complex nature, including development, implementation and evaluation.

INDICATIVE POSITIONS

❖ Employment Consultant	❖ Social Support Worker
❖ Case Manager	❖ Recovery Worker – PhaMs
❖ Recovery Worker	❖ Recovery Worker - Rocherlea
❖ Club Haven Support Worker	❖ Administration and Project Officer - MHS
❖ ACCESS Support Worker	❖ Family Support Worker – FMHSS
❖ Mental Health Worker – TAZ Kids Club	❖ Peer Support Worker – PhaMs
❖ Peer Support Worker – Pathways	❖ Counsellor - Men & Family Relationships
❖ Counsellor –Family Relationships and B/Even	❖ Counsellor – Gamblers Help
❖ Adolescent and Family Counsellor	❖ Family Violence and Community Worker
❖ Family Support Workers	❖ Project officer – C4C
❖ Counsellor – Men’s Counselling Service	❖ Family Violence Worker – RAIN
❖ Project officer – Clarendon	❖ East Coast Counselling Service
❖ TAMOSCH Support Worker	❖ Staying Put Tenancy Support Worker
❖ Youth and Family Support Worker	❖ Early Intervention Worker - KIDS
❖ Reconnect Worker	❖ Family Counsellor
❖ Counsellor Health Support Worker – GIDS	❖ Care Co-ordinator Worker
❖ Case Manager – Kids in Focus	❖ Break Even Counsellor
❖ Financial Counsellor	❖ Intake and Assessment Financial Counsellor
❖ Youthcare Accommodation Support Worker	❖ 1800 Homelessness On Call Worker
❖ HIPPY Co-ordinator	❖ Project Officer – Volunteers Program
❖ Staff Training and Development Co-ordinator	❖ Senior Accounts Payable
❖ Co-ordinator Development and Risk	❖ Human Resources/Payroll Intermediate

Social and Community Service Employee - Level 8

Employees at this level will possess sufficient knowledge and experience or qualification/s to perform the duties at this level, as determined by Anglicare. They regularly exercise initiative, discretion and judgment in the performance of their duties. They lead the activities of a program team or multiple smaller teams or are designated specialist workers who apply high level specialist knowledge and experience in their client work. Employees at this level receive supervision and support from employees from higher classified employees.

INDICATIVE DUTIES

Client/Administrative Work

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

- Comprehensive knowledge of statutory requirements relevant to the work;
- Detailed knowledge of organisation activities, programmes, policies and of the role, structure and services of the organisation;
- Sound specialised knowledge;
- Extensive understanding of legal obligations in relation to client issues and capacity to manage potential conflicts of interest and to integrate service delivery and statutory requirements;
- Ability to apply theory based policies to develop procedures consistent with workplace and programme requirements.
- Exercise responsibility for a range of functions within the organisation requiring a high level of knowledge and skills.
- Undertake responsibility for a moderately complex project, including planning, co-ordination, implementation and administration.
- Undertake a minor phase of a broad or more complex specialised assignment.
- Assist with the preparation of, or prepare organisation or programme budgets in liaison with management.
- Set priorities and monitor workflow in the areas of responsibility.
- Provide specialist advice to employees classified at lower levels.
- Recruit, train, co-ordinate volunteers in a number of programmes.
- Plan, develop, co-ordinate and administer the operation of a service with a range of related programmes, including financial management and reporting.

- May be required to participate in the recruitment and selection of staff.
- Collaborate with employees of own and other agencies in the development and implementation of assessment and intervention strategies and services.
- Design, develop, implement, monitor and evaluate early intervention strategies.
- Identify and respond to complex client issues and needs, which may include hostile, aggressive or involuntary clients.
- Participate (internally and with other agencies and organisations) in the development, implementation or review of protocols and inter-service agreements.
- Represent the organisation or service in consultative committees, working parties or reference groups, interagency and community sector-government negotiations; including the development of protocols, inter-service agreements, government policies and departmental strategies, and the development of industry/sector policy and standards.
- Work within a complex risk assessment framework.

INDICATIVE POSITIONS

❖ Support Worker – Supported Accommodation Facility	❖ Support Worker – Common Ground
❖ Supported Youth Case Worker	❖ Alcohol and Other Drugs Worker
❖ Senior Worker – CFC Services NW	❖ Specialist Accommodation Worker
❖ Team Leader – Recovery Service South	❖ Specialist Early years Childhood Worker
❖ Consultant Peer Work and Practice Development	❖ C4C Plus Advanced Skills Worker
❖ Team Leader – PhAMS	❖ Team Leader- TAMOSCH and Family Mental Health
❖ Clinical Supervisor	❖ Financial Counsellor Practice Supervisor
❖ Therapeutic Specialist	❖ Practice Support Consultant
❖ Team Leader – FMHSS	❖ Senior Worker – ACCESS
❖ Senior Worker – Youthcare	❖ Senior Employment Consultant
❖ Contact Centre Consultant	❖ Client Liaison Officer
❖ Workforce Co-ordinator	❖ Accounting Officer

Social and Community Service Employee - Level 9

Employees at this level will possess sufficient specialist knowledge and experience or qualification/s to perform the duties at this level, as determined by Anglicare. They are required to exercise initiative, discretion and judgment in the performance of their duties. They may coordinate the activities of multiple programs or undertake Team Leader roles for specialist functions. They may undertake specialist projects or roles as determined by Anglicare.

INDICATIVE DUTIES

Client/ Administrative Work

Positions at this level may be identified by:

- Impact of activities undertaken or achievement of stated outcomes/objectives for the work area;
- The level of responsibility for decision making;
- The exercise of judgment;
- Delegated authority; and
- The provision of expert advice.

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

- Comprehensive, detailed knowledge of organisation programmes, procedures and policies, relevant work practices and the structure, functions and long term goals of the organisation
- Comprehensive professional or specialist knowledge
- Comprehensive knowledge of management practices and principles, where the position has significant management functions
- High level written communication skills
- Employees in a service delivery role are required to have highly developed specialist knowledge and skills relevant to provision of services to clients with high level, complex needs
- Undertake significant projects and/or functions involving the use of analytical skills.
- Undertake managerial or specialised functions under a wide range of conditions to achieve results in line with organisation goals

- Exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single, specialist or multi programme service or organisation
- Provide advice on matters of complexity within the work areas, including developing work practices and procedures; problem definition, planning and exercise of judgment
- Provide advice on policy matters and contribute to their development.
- Negotiate on matters of significance to the organisation with other bodies and/or member of the public
- Control and co-ordinate a work area or a larger organisation within budgetary and executive policy constraints
- Exercise autonomy in establishing the operation of the work area
- Provide a consultancy service for a range of activities and/or to a wide range of clients
- Prepare comprehensive reports which may be require to meet external standards

INDICATIVE POSITIONS

❖ Senior Payroll Officer	❖ Co-ordinator FMHSS and PhAMS
❖ Communications Manager	❖ Northern Co-ordinator CFCs
❖ Office Manager	❖ Co-ordinator Children and Community Programs North
❖ Co-ordinator - Respite Centre Based	❖ Team leader – Early Years Specialists
❖ Practice Consultant Supervision Project Officer	❖ Co-ordinator CFC NW
❖ Co-ordinator Alcohol and Other Drugs	❖ Co-ordinator NW Youth Services
❖ Co-ordinator – Mental Health Services North	❖ Senior Co-ordinator CFC South
❖ Co-ordinator – Mental Health Services North West	❖ Co-ordinator TRC
❖ Co-ordinator Taz Kids Club	❖ Co-ordinator – PRSS
❖ Common Ground Manager	❖ Research and Policy Officer – SARC
❖ Co-ordinator NW Housing and Homelessness	❖ Registered Nurse

Social and Community Service Employee - Level 10

Employees at this level will possess sufficient specialist knowledge and experience or qualification/s to perform the duties at this level, as determined by Anglicare. They are required to exercise a high degree of initiative, discretion and judgment in the performance of their duties. They undertake specialised functions, which may involve supervision of lower classified employees, under a wide range of conditions to achieve results in line with organisational goals.

INDICATIVE DUTIES

Client/Administrative Work Appointment at this level is at the discretion of the employer.

In exercising its discretion the employer will ensure the position meets the definition requirements of level 9 and will give due regard to additional knowledge and experience required to undertake the duties of the position; the nature and complexity of the decision making and reasoning required; the magnitude of the communication and influence exercised; the size of the organisation, number of employees, population and other relevant factors; and the extent to which the employee is responsible and accountable for the functions undertaken. Employees will typically possess the following attributes:

- Relevant and specific skill or authoritative expert knowledge related to specific tasks or positions
- Corporate planning and management, advanced financial planning and budget development, advanced negotiation and advocacy skills
- Qualifications are generally beyond those normally acquired through a degree course
- Experience and management skill acquired over extensive years in a senior management role

INDICATIVE POSITIONS

❖ Property and Administration Manager	❖ Employee Health and Safety Consultant
❖ Senior Support Officer - ICT	❖ Assistant Accountant
❖ Assistant to the CFO	❖ Business and Information Systems Analyst
❖ Co-ordinator – Quality Systems	❖ Employee Relations Co-ordinator
❖	

Social and Community Service Employee - Level 11

Employees at this level will possess sufficient specialist knowledge and experience or qualification/s to perform the duties at this level, as determined by Anglicare. They are required to exercise a high degree of initiative, discretion and judgment in the performance of their duties. They manage extensive programs in accordance with organisational goals. They negotiate matters of significance (including financial) with funding bodies.

INDICATIVE DUTIES

Appointment at this level is at the discretion of the employer.

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

- Detailed knowledge of policy, programs, guidelines, procedures and practices of the organisation and external bodies
- Detailed knowledge of statutory requirements
- Detailed knowledge of relevant aspects of the industry of community social welfare services and government policy
- Detailed professional knowledge, including an appropriate knowledge of principles and practices of effective management and work organisation
- Undertake work of significant scope and complexity
- Participate in high level forums with other organisations and government
- Manage extensive program with responsibility for standards of service delivery
- Ensure compliance with relevant standards and statutory requirements
- Promote and monitor the achievement of organisational objectives and corporate goals
- Represent the organisation in forums and meetings with other organisations, peak bodies, national organisations and government
- Provide significant input into research and development of programs, policies and strategic planning on an industry-wide basis
- Undertake duties of innovative, novel and/or critical nature with little or no professional direction

- Undertake functions across a range of administrative, specialist or operational areas which include specific programs or activities, management of services delivery and the provision of high level advice
- Provide authoritative specialist advice on policy matters and contribute to the development and review of policies, both internal and external
- Manage extensive program organisation with responsibility for service delivery at multiple worksites
- Administer complex policy and program matters
- Evaluate and develop/revise methodology and techniques with the organisation and apply high level analytical skills in the attainment and satisfying of organisational objectives

INDICATIVE POSITIONS

❖	Area Manager Disability Case Management Services
❖	Area Manager CFS north and NW
❖	Area Manager – HSS North and South
❖	Area Manager – MHS North and South

Home Care Employee Level 1

A person appointed to this position will have less than 12 months' experience in the industry.

An employee in this level performs broad tasks involving the utilisation of a range of basic skills in the provision of domestic assistance and support and is responsible for the quality of their work.

Work activities are routine and clearly defined. The tasks to be performed may involve the use of a limited range of techniques and methods within a specified range of work. An employee may resolve minor problems that relate to immediate work tasks.

Positions in this level may require basic oral communication skills and where appropriate written skills, with clients, members of the public and other employees.

INDICATIVE DUTIES

Indicative but not exclusive tasks include:

• cleaning	• vacuuming
• dusting	• washing and ironing
• shopping	• sweeping paths
• minor maintenance jobs	• preparation and cooking of meals
• defrosting refrigerator	• emptying and cleaning of commodes
• banking and account payment	• organising appointments
• assistance with care of pets	• care of indoor and outdoor pot plants

INDICATIVE POSITIONS

❖ Home Care Domestic Assistance Worker

Home Care Employee Level 2

An employee in this level performs broad tasks involving the utilisation of a range of developed skills in the provision of domestic assistance and support. Work performed falls within general guidelines but with scope to exercise discretion in the application of established practices and procedures. May assist others in the supervision of work of the same or lower level and is responsible for assuring the quality of work performed.

In these positions, the nature of the work is clearly defined with established procedures well understood or clearly documented. Employees in this level are called upon to use some originality in approach with solutions usually attributable to application of previously encountered procedures and practices.

Positions in this level require oral communication skills and where appropriate written skills, with clients, members of the public and other employees.

INDICATIVE DUTIES

Indicative but not exclusive tasks include:

• Provision of personal care	• Supervising daily hygiene
• Laying out clothes and assisting in dressing	• Make beds
• Tidy rooms	• Preparation and cooking of meals and assistance with meals
• Dry cleaning	• Perform gardening duties
• Undertake basic repairs	• Clean, fitting and removal of aids and appliances
• Monitoring medications	• Fitting and changing of catheters
• Assistance with communication	• Accompanying clients on outings
• Domestic assistance	• Organising appointments.

INDICATIVE POSITIONS

❖ Home Care Support Worker

Home Care Employee Level 3

Employees perform work under general supervision. Employees in this level have contact with the public or other employees which involves explanations of specific procedures and practices. Employees in this level are accountable for the quality, quantity and timeliness of their own work in so far as available resources permit, and for the care of assets entrusted to them. Positions in this level require skills in oral and written communication with clients, other employees and members of the public.

These positions require personal judgment. The nature of work is usually specialised with procedures well understood and clearly documented. The particular tasks to be performed will involve selection from a range of techniques, systems, equipment, methods or processes.

INDICATIVE DUTIES

Indicative but not exclusive tasks include:

Client Work

- Prepare meals and special functions;
- Provide input into meal planning;
- Order foodstuffs and commodities;
- Liaise with dieticians on special needs;
- Schedule work programs on a routine and regular basis;
- Co-ordinate and direct the work of support staff including maintenance (no more than four);
- Oversee the provision of domestic services;
- Provide personal care to clients with particular emphasis on those requiring extra help due to specific physical problems or frailty;
- Schedule maintenance work programs on a routine and regular basis; plan,
- Develop, and co-ordinate divisional therapy programs
- Carry out general maintenance falling within the scope of trades skills.

Administrative Duties

- Computer and other office skills;
- Maintain mail register and records; sort,
- Process and record invoices and correspondence;

INDICATIVE POSITIONS

❖ Therapy Assistants

Home Care Employee Level 4

Employees are expected to exercise discretion within standard practices and processes, undertaking and implementing quality control measures. Positions in this level may provide direction, leadership, administration and rostering of direct care employees.

The objectives of the work are well defined but the particular method, process or equipment to be used must be selected from a range of available alternatives. For employees undertaking rostering duties, the process often requires the quantification of the amount of resources needed to meet those objectives.

Positions in this level require the ability to gain co-operation and assistance from members of the public and other employees in the performance of well defined activities. Employees in this level may also be expected to write reports in their field of expertise.

INDICATIVE DUTIES

Employees will be required to plan, direct and train subordinate staff. Employees are also required to have a thorough understanding of the relevant technology, procedures and processes used within their operating unit.

Indicative but not exclusive of the skills required include: the manipulation of data e.g. modify fields of information and create spread sheets; create new forms or records using a computer based records system; access and extract information from external sources e.g. local authorities; roster staff and direct work programs; oversee the work and training of lower level employees; provide guidance and counselling; assist in the development of budgets; order consumables and routine stock items used in domestic support areas; develop client care plans and oversee the provision of domestic services.

INDICATIVE POSITIONS

- ❖ Administrative & Project Support Officer – Home Care
- ❖ Senior Home Care Worker

Home Care Employee Level 5

A position in this level includes care co-ordinator, and maintenance supervisor.

Positions in this level may co-ordinate resources and/or give support to more senior employees or be engaged in duties of a specialist nature.

In positions where the prime responsibility is for resource co-ordination, the freedom to act is governed by clear objectives and/or budgets with frequent prior consultation with more senior employees and a regular reporting mechanism to ensure adherence to plans.

Whatever the nature of the position, employees in this level are accountable for the quality, effectiveness, cost and timeliness of the programs, projects or work plans under their control and for the safety and security of the assets being managed.

Employees with co-ordination responsibilities are also required to ensure that all employees under their direction are trained in safe working practices and in the safe operation of equipment and are made aware of all occupational health and safety policies and procedures.

Positions in this level require the ability to gain co-operation and assistance from clients, members of the public and other employees in the administration of defined activities and in the supervision of other employees or groups of employees. Employees in this level are expected to write reports in their field of expertise and to prepare external correspondence of a routine nature.

In these positions, the objectives of the work are usually well defined but the particular method, technology, process or equipment to be used must be selected from a range of available alternatives. However, problems in this level are often of a complex or technical nature with solutions not related to previously encountered situations and some creativity and originality is required. Guidance and counsel may be available within the time available to make a choice.

INDICATIVE DUTIES

- Co-ordinators in this level require a thorough understanding of the relevant technology, procedures and processes used within their operating unit. Co-ordinators are required to have an understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents.
- Positions in this level may provide direction, leadership and structured training or on-the-job training to supervised employees or groups of employees.
- These positions require skills in managing time, setting priorities and planning and organising one's own work and that of supervised employees so as to achieve specific and set objectives in the most efficient way possible within the resources available and within a set timetable.
- The position requires an understanding of and ability to implement basic personnel policies and practices including those related to equal employment opportunity, occupational health and safety and employees' training and development.

INDICATIVE POSITIONS

❖ Care Manager

APPENDIX B - WAGE RATES

- A. The salaries in this Agreement shall operate from the first full pay period to commence on or after 1 July 2014.
- B. Further increases to Collective Agreement Weekly Wage Rates shall be as follows:
- From the first full pay period on or after **1 July 2015, 2016, 2017** – the increase granted by Fair Work Australia in its annual wage review or the Consumer Price Index March Quarter 2013 (Hobart CPI – All Groups) whichever is the greater.

For purposes of identifying the percentage increase to wages (where Fair Work Australia grants a dollar increase as opposed to a percentage increase), the resulting percentage increase in the standard rate identified in the Social, Community, Home Care and Disability Services Industry Award 2010 (the Modern Award) shall be used.

- C. In addition to the above increases Anglicare Tasmania will make payable to Social and Community Services employees supplementation funding installments received from the State and Commonwealth Governments for the Equal Remuneration Order.
- Instalment 1 was paid on 1/12/2012.
 - Installment 2 was paid on 1/12/2013.
 - Installment 3 from the first full pay period commencing on or after 1 December 2014 – A percentage based on fully utilizing any supplementation funding installments provided using a weighted average across relevant classification levels to create a single percentage increase across all applicable classification levels.
 - Installment 4 from the first full pay period commencing on or after 1 December 2015 – A percentage based on fully utilizing any supplementation funding installments provided using a weighted average across relevant classification levels to create a single percentage increase across all applicable classification levels.

- Installment 5 from the first full pay period commencing on or after 1 December 2016 – A percentage based on fully utilizing any supplementation funding installments provided using a weighted average across relevant classification levels to create a single percentage increase across all applicable classification levels.
- Installment 6 from the first full pay period commencing on or after 1 December 2017 – A percentage based on fully utilizing any supplementation funding installments provided using a weighted average across relevant classification levels to create a single percentage increase across all applicable classification levels.

Anglicare EBA Classification	Corresponding Modern Award	Corresponding Nominal Modern Award Classification	Indicative Job Title	Collective Agreement Level and Grade	Collective Agreement Weekly Wage Rates (As at 1/7/2014) 3%	ERO (TBA)	TOTAL
Social and Community Service Employees							
Level 1	SCHADS	SACS - Level 1	Disability Support Worker - Induction Training		\$697.05	N/A	
Level 2A	SCHADS	SACS - Level 1	Disability Support Worker- Assistant	2A.B	\$697.05	N/A	
				2A.1	\$720.40	N/A	
				2A.2	\$746.20	N/A	
Level 2B	SCHADS	CS- Level 1	Yardman	2B.B	\$717.79	N/A	
				2B.2	\$746.20		
Level 3	SCHADS	SACS - Level 2	Editorial Assistant	3B.B	\$809.02		
			Publications Assistant - SARC	3.1	\$833.71		
			Administrative Assistant - F&A	3.2	\$855.81		
			Administrative Assistant - Stream				
			Hippy Home Tutor				
			Cook				
			PRSS Administrative Officer				
Level 4A	SCHADS	SACS - Level 2	Disability Support Worker	4A.B	\$830.26		
			Curraghmore Mental Health Support Worker	4A.1	\$862.19		
			Our Time Worker	4A.2	\$879.10		
Level 4B	SCHADS	SACS - Level 2	Human Resources Administrator	4B.B	\$855.17		
			Micro Finance Worker	4B.2	\$905.49		
			Housing Connect – Administrative Officer				
Level 5A	SCHADS	SACS - Level 3	Specialist Disability Support Worker	5A.B	\$909.70		

			Advanced Skills Disability Support Worker	5A.1	\$944.18		
			Housing Connect – PRSS Worker	5A.2	\$962.10		
Level 5B	SCHADS	SACS - Level 3	Lodge Manager	5B.B	\$936.98		
			Recreation and Support Officer	5B.1	\$972.50		
			IT Support Officer	5B.2	\$990.97		
			Direct Therapeutic Care Worker				
			Stream Administration Officer				
			Needle and Syringe Program Worker				
Level 6	SCHADS	SACS - Level 3	CEO Executive Assistant	6B	\$995.72		
			Parish Community Development Worker	6.1	\$1,007.87		
			Service Centre Officer	6.2	\$1,019.47		
			AT HOME Support Centre Officer				
			Scheduling Co-ordinator				
	SCHADS	SACS - Level 4	Curraghmore Senior Support Worker	6B	\$995.72		
				6.1	\$1,010.49		
				6.2	\$1,033.09		
Level 7	SCHADS	SACS - Level 4	Financial Counsellor	7B	\$1,033.34		
			Intake and Assessment Financial Counsellor	7.1	\$1,059.80		
			Hippy Co-ordinator	7.2	\$1,086.25		
			Counsellor- Family Relationships and B/Even				
			Counsellor- Men and Family Relationships a				
			Counsellor- Gamblers Help				
			Case Manager				
			Employment Consultant				
			Reconnect Worker				
			Early Intervention Worker - KIDS				

Level 7 Cont.	SCHADS	SACS - Level 4	Adolescent and Family Counsellor Service Integration Program Worker Family Violence and Community Worker Family Support Worker Project Officer - C4C Counsellor- Men's Counselling Service Family Violence Worker - RAIN Project Officer - Clarendon East Coast Counselling Service Recovery Worker - Rocherlea Social Support Worker Mental Health Worker - TAZ Kids Club Family Support Worker - FMHSS Peer Support Worker - PhAMS Peer Support Worker - Pathways Recovery Worker - PhAMs Club Haven Support Worker TAMOSCH Support Worker Administration and Project Support Officer Staying Put Tenancy Support Worker Project Officer - Volunteers Program Co-ordinator - Development and Risk Client Services Manager - Day Support Case Worker -GIDS Care Co-ordinator Worker Support Facilitator -PIR Case Manager- Kids in Focus Publications Officer Team Leader AT HOME Support Centre Client Liaison Officer			
	SCHADS	C/Accommodation Level 2	Youthcare Accommodation Support Worker	7B	\$1,033.34	

				7.1	\$1,059.80		
				7.2	\$1,086.25		
Level 8	SCHADS	SACS - Level 4	Support Worker- Support Accommodation Facility	8B	\$1,088.62		
			Support Youth Case Worker	8.1	\$1,116.63		
			Alcohol and other Drugs Worker Needle and Syringe Program –Team Leader				
			Senior Accounts Officer	8.2	\$1,144.66		
	SCHADS	C/Accommodation Level 3	Senior Worker - Youthcare				
			Team Leader - PhaMS				
			Team Leader- TAMOCH and Family Mental Health				
			Team Leader -Recovery Program South				
			Consultant Peer Work and Practice Development				
			Specialist Early Years Childhood Worker				
			C4C Plus Advanced Skills Worker				
			Clinical Supervisor				
			Team Leader- FMHSS				
			Financial Counsellor Practice Supervisor				
			Therapeutic Specialist				
			Practice Support Consultant				
			Housing Connect Support Worker				
			Housing Connect Assessment Worker				
			Senior Worker – Housing Connect				
			Contact Centre Consultant				
			Client Liaison Officer				
			Workforce C-ordinator				
			Specialist AOD Worker				
			Office Manager				

Level 9	SCHADS	SACS - Level 5	Senior Payroll Officer	9B	\$1,166.30		
			Publications Officer	9.1	\$1,196.56		
			Respite Co-ordinator Centre Based	9.2	\$1,226.83		
		SACS - Level 6	Practice Consultant Supervision Project Officer				
			Research and Policy Officer - SARC				
			Co-ordinator MHS North				
	Nurses Award	Level 2	Registered Nurse	9B	\$1,114.51	N/A	
				9.1	\$1,143.44	N/A	
				9.2	\$1,172.36	N/A	
Level 10	SCHADS	SACS - Level 6	IT Consultant	10B	\$1,276.99		
			Property and Vehicle Manager	10.1	\$1,310.38		
			Assistant to the CFO	10.2	\$1,343.78		
			Employee Health and Safety Consultant				
			Assistant Accountant				
			Business and Information Systems Analyst Employee Relations Co-ordinator				

Level 11	SCHADS	SACS - Level 7	Area Manager - DSS	11B	\$1,410.86		
			Area Manager - CFS North and NW	11.1	\$1,443.14		
			Area Manager - HSS South				
			Area Manager - Housing Connect Nth & NW	11.2	\$1,475.85		
			Area Manager - MHS North and South				
			Area Manager -PIR				
			Contract Manager - PIR				
			Manager - Service Development				
			Operational Accountant				
Manager - Special Projects & Development							

Anglicare EBA Classification	Correspond Modern Award	Corresponding Nominal Modern Award Classification	Indicative Job Title	Collective Agreement Level and Grade	Collective Agreement Weekly Wage Rate as 1/7/2014
Home Care Employees					
Level 1	SCHADS	Home Care - Level 1	Home Care Cleaner Home Care - Maintenance Worker Home Care Driver	HC1	\$689.80
Level 2	SCHADS	Home Care - Level 2	Home Care Support Worker	HC2.1 HC 2.2	\$731.20 \$736.20
Level 3	SCHADS	Home Care - Level 3	Home Care - Advanced Skills Support Worker Therapy Assistants	HC3.1 HC 3.2	\$817.20 \$848.62
Level 4	SCHADS	Home Care - Level 4	Home Care Co-ordinator Administrative & Project Support Officer - Home Care	HC 4.1 HC4.2	\$882.27 \$899.59
Level 5	SCHADS	Home Care - Level 5	Care Co-ordinator - Aged Care Case Management Services	HC5.1 HC5.2	\$987.47 \$1,012.74

Signatories to the Anglicare Tasmania Collective Agreement 2014

NAME: Mandy Clarke.....for Anglicare Tasmania Inc
(Print Name)

POSITION: Chief Operating Officer

SIGNED: [Signature].....DATE: 10 / 11 / 2014

WITNESS: Craig Thompson.....
(Print Name)

POSITION: Team Leader At Home

SIGNED: [Signature].....DATE: 10 / 11 / 2014

NAME: Cassandra Ragling.....for Employee Representative
(Print Name)

POSITION: Scheduling Coordinator

SIGNED: [Signature].....DATE: 10 / 11 / 2014

WITNESS: Craig Thompson.....
(Print Name)

POSITION: Team Leader At Home

SIGNED: [Signature].....DATE: 10 / 11 / 2014

UNDERTAKINGS PURSUANT TO SECTION 186 – FAIR WORK ACT 2009

Anglicare Tasmania Inc. Collective Agreement 2014

I, Mandy Clarke - Chief Operating Officer, for the employer, Anglicare Tasmania of 159 Collins Street Hobart 7000 in the State of Tasmania, am authorised to make the following undertakings on behalf of the Employer. I hereby undertake the following in relation to the Anglicare Tasmania Inc. Collective Agreement 2014 (the Agreement):

1. In relation to Part III, Wage Rates and Related Matters, Clause 10 - Recovery of Overpayment of Wages, Subclause (d), that this Subclause is of no effect for the life of the Agreement.
2. In relation to Part IV, Allowances Clause 4 - Compassionate Leave, Subclause (g) Casual Employees (i) to include the wording “and serious illness of an immediate family or household member”, as a category for casual employee to access compassionate leave.
3. Part VI, Clause 8 - Personal Leave/ Carers Leave – Subclause (k) Evidence Supporting Claim, “the employer cannot seek evidence beyond that which would satisfy a reasonable person”.
4. Part II, Employment Relationship and Associated Matters, that “intermittent employee: be included as an employment category for the purposes of Clause 5, (b) (iii), as it relates to required period of notice. This is to be consistent with the, Requirement for notice of termination or payment in lieu under Section 117 of the *Fair work Act 2009*.
5. In relation to employees covered under the classifications: Part V - Hours of Work, Penalty Payments, Shift Work and Overtime Clause 2 Hours of Work – Shift Worker, Subclause (a) Definitions, to include the following:

(a) Definitions

'Afternoon shift' means:

- (i) for community based staff - any shift finishing after 8.00 pm and at or before midnight.
- (ii) for residential care staff – any shift finishing after 6.00 pm and at/or before midnight.

'Day Shift' means:

- (i) for community based staff - any shift worked wholly between the hours of 6.00 am and 8.00 pm.
- (ii) for residential care staff - means any worked wholly between the hours of 7.00 am and 6.00 pm.

'Night shift' means any shift finishing subsequent to midnight and at or before 8.00 am.

6. In relation to employees covered under the classifications: Part V - Hours of Work, Penalty Payments, Shift Work and Overtime Clause 2 Hours of Work – Shift Worker, Subclause (C) Shift Penalty Rates to include the following:

Shift Penalty Rates

An employee whilst on afternoon or night shift (as defined) shall be paid:

Community based staff

- An additional amount of 12.5 per cent of the ordinary hourly rate for a shift finishing after 8.00 pm and before 10.00 pm and;
- An additional amount of 20 per cent of the ordinary hourly rate for a shift finishing after 10.00 pm

Residential care staff

- An additional amount of 15 per cent of the ordinary hourly rate.

7. In relation to Appendix B- Wage Rates:

Social and Community Services Employees to include and increase weekly rates for the following classification effective the FFPP on or after 1st July 2014

LEVEL 2A

2A.B	\$720.48
2A.1	\$746.32
2A.2	\$753.92

LEVEL 2B

2B.B	\$746.32
2B.1	\$753.92
2B.2	\$766.08

For the Employer:

Signed (for and on behalf of Anglicare Tasmania): Mandy Clarke: .....
Chief Operating Officer

Date: 18 / 12 / 2014

Witnessed by (signature): .....