



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Relationships Australia Canberra & Region Inc**  
(AG2019/2244)

## **RELATIONSHIPS AUSTRALIA CANBERRA & REGION INCORPORATED ENTERPRISE AGREEMENT 2019**

Social, community, home care and disability services

DEPUTY PRESIDENT SAUNDERS

NEWCASTLE, 9 SEPTEMBER 2019

*Application for approval of the Relationships Australia Canberra & Region Incorporated Enterprise Agreement 2019.*

[1] An application has been made for approval of an enterprise agreement known as the *Relationships Australia Canberra & Region Incorporated Enterprise Agreement 2019 (Agreement)*. The application was made pursuant to section 185 of the *Fair Work Act 2009 (Act)*. The Agreement is a single enterprise agreement.

[2] The statutory declaration filed with the application raised a procedural issue. Emails attached to the application, dated 11 April 2018 and 18 April 2018, requested that employees provide any nominations for bargaining representatives by Monday 23 April 2018. The email dated 18 April 2018 specified that no nominations would be accepted after that date. The additional information provided by the Applicant meant that the Notice of Employee Representational Rights (*NERR*) was not in the prescribed form as required by s 174 of the Act. The issue was raised with the Applicant. In response, the Applicant submitted that this was an administrative error and that appointments were in fact accepted after this time. Further, evidence was provided by the Applicant which established that the Applicant continued to accept appointments after Monday, 23 April 2018. In total, more than 20 employee bargaining representatives were appointed.

[3] In the circumstances, I am satisfied that having regard to the decision of the Full Bench in *Huntsman Chemical Company Australia Pty Limited T/A RMAX Rigid Cellular Plastics & Others*,<sup>[1]</sup> this constitutes a minor procedural or technical error for the purposes of paragraph 188(2)(a) of the Act. Further, having regard to the content of the statutory declaration, and the submissions and evidence described above, I am satisfied that the employees covered by the Agreement were not likely to have been disadvantaged by the error. As a result, I am satisfied that the Agreement has been genuinely agreed within the meaning of subsection 188(2) of the Act.

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<sup>[1]</sup> [2019] FWCFB 318

[4] The Employer has provided written undertakings (*Undertakings*). A copy of the Undertakings is attached in Annexure A to this decision. I am satisfied that the effect of accepting the Undertakings is not likely to:

- (a) cause financial detriment to any employee covered by the Agreement; or
- (b) result in substantial changes to the Agreement.

[5] The views of each person who the Fair Work Commission knows is a bargaining representative for the Agreement have been sought in relation to the Undertakings.

[6] Pursuant to subsection 190(3) of the Act, I accept the Undertakings. The Undertakings are taken to be a term of the Agreement.

[7] Subject to the Undertakings, I am satisfied that each of the requirements of sections 186, 187, 188 and 190 as are relevant to this application for approval have been met.

[8] Pursuant to subsection 202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[9] The Agreement is approved and, in accordance with section 54 of the Act, will operate from 16 September 2019. The nominal expiry date of the Agreement is 15 September 2022.



DEPUTY PRESIDENT

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## Annexure A

*Relationships Australia*  
CANBERRA & REGION

1300 364 277  
[www.racr.relationships.org.au](http://www.racr.relationships.org.au)

30 August 2019

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG 2019/2244

Applicant: Relationships Australia Canberra & Region Incorporated

Section 185 – Application for approval of a single enterprise agreement

Undertakings - Section 190

I, Bernadette Carroll, Acting Chief Executive Officer for Relationships Australia Canberra & Region Incorporated give the following undertakings with respect to the Relationships Australia Canberra & Region Incorporated Enterprise Agreement 2019 ("the Agreement"):

1. I have the authority given to me by Relationships Australia Canberra & Region Incorporated to provide this undertaking in relation to the application before the Fair Work Commission.
2. Relationships Australia Canberra & Region Incorporated undertakes that in the event of an inconsistency between the terms of the Relationships Australia Canberra & Region Incorporated Enterprise Agreement 2019 and the National Employment Standards (NES), and the NES provides a greater benefit to an employee, the NES provision will apply to the extent of the inconsistency.
3. Relationships Australia Canberra & Region Incorporated undertakes that where a pregnant employee is transferred to a safe job, RACR will pay the employee at the employee's full rate of pay for the position she was in before the transfer and there will be no other change to the employee's terms and conditions of employment.
4. Relationships Australia Canberra & Region Incorporated undertakes that where casual employees work more than 10 paid hours in a single day and/or shift or work more than 38 hours per week (or 76 hours per fortnight), they will be entitled to overtime rates for the additional hours worked beyond the aforementioned time spans.
5. Ordinary hours may be worked 7am - 9pm Monday to Friday.
6. When an employee is required to work more than one hour after their rostered finishing time, they will either be provided with an adequate meal or paid a meal allowance of \$13.29. Where overtime work exceeds four hours, they will either be provided with a further adequate meal or paid an additional meal allowance of \$13.29. This will not apply where the employee could reasonably return home for a meal within the meal break.
7. The ordinary hours of work for each permanent employee working on a roster will be displayed on a fortnightly roster in a place conveniently accessible to employees. The roster will be posted at least two weeks before the commencement of the roster period.

**Address** 15 Napier Close, Deakin ACT 2600  
**Post** PO Box 320, Curtin ACT 2605

**Ph** 61-2-6122-7100  
**Fax** 61-2-6122-7199

Relationships Australia Canberra and Region Inc  
ABN: 34199851375

8. An employee recalled to work for overtime after leaving work premises and who is required to work for more than four hours will be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours' overtime; all such time will be counted as time worked.

9. A permanent employee will be granted a break of at least 10 hours between the end of one day's work and the beginning of the next. Where 10 hours have not lapsed between the end of one day's work and the beginning of their next scheduled shift, they will be paid for their ordinary rostered hours until they have received a 10 hour break. If the employee is required to work before a 10 hour break has occurred, the employee will be paid at the rate of double time until they are released from work for 10 hours, during which there will be no loss of their ordinary pay.

10. An employee will be allowed a break of not less than 10 hours between the end of one shift or period of work and the start of another, except in the case of a shift contiguous with a sleepover where this may be decreased to eight (8) hours by agreement between employer and employee.

11. By agreement, an employee may agree to supervise clients off-site. Monday to Friday, payment will be at ordinary rates of pay between 8am and 6pm, to a maximum of 10 hours per day. All other hours must be paid at either overtime rates or Time off instead of payment for overtime rates in line with clause 31.3 of the Agreement. If a sleepover is involved, payment will be in line with clause 27.4 of the agreement. Where an employee involved in overnight excursion activities is required to work on a Saturday and/or Sunday, the days worked in the two week cycle, including that weekend, will not exceed 10 days

12. For all authorised overtime worked Monday to midday Saturday, permanent employees will be paid, or compensated with TOIL by agreement as per clause 31.3 of this Agreement, at the rate of time and a half for the first three hours and double time thereafter. Casual employees will be paid at the rate of time and a half for the first three hours and double time thereafter.

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

14. Where work continues for more than two hours in temperatures exceeding 46 degrees Celsius employees will be entitled to 20 minutes rest after every two hours' work without deduction of pay. It will be the responsibility of the employer to ascertain the temperature.

15. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



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Bernadette Carroll  
Acting Chief Executive Officer  
Relationships Australia Canberra & Region Incorporated

30 August 2019

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Date



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

Note - the model flexibility term is taken to be a term of this agreement and can be found at the end of the agreement.

# *Relationships Australia*

Relationships Australia Canberra & Region Incorporated

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## **Part 1 - Application and Operation**

### **1. Title**

This Agreement shall be known as the "Relationships Australia Canberra & Region Incorporated Enterprise Agreement 2019".

### **2. Parties Bound and application of the Agreement**

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

### **3. Relationship to Agreements and Awards**

This Agreement is intended to be a comprehensive Agreement encompassing all terms and conditions of employment and shall operate to the exclusion of any industrial awards and Agreements previously applying to the employment of staff covered by this Agreement but does not exclude laws which cover work health and safety, workers' compensation, discrimination, child labour, equal employment opportunity, or training arrangements.

This Agreement contains the minimum conditions of employment for current and future RACR employees and should be read in conjunction with the RACR Policies and Procedures.

### **4. Access to the Award, the Agreement and the National Employment Standards (NES)**

The employer must ensure that copies of this Agreement, the SCHADS Award and the NES are available to all employees to whom they apply, through electronic means. They may also be requested directly from the Human Resources Department.

### **5. Date and Period of Operation**

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

### **6. Definitions**

**"Act"** means the Fair Work Act 2009 or successor.

**"Agreement"** means the Relationships Australia Canberra & Region Incorporated Enterprise Agreement 2019.

**"Approved Leave"** means any form of leave of an employee approved by the CEO or delegate.

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

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

**“Clinical staff”** refers to employees who engage in therapeutic activities with RACR clients.

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

**“Employee”** means a person employed under this Agreement by the Relationships Australia Canberra & Region Inc.(RACR)

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

**“Flex time”** means hours which are accumulated or owed when an employee varies their start time, finish time or length of breaks on a day of work which is recorded as agreed between the employee and their manager/delegate. For a full definition of flex time, see clause 29.

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

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

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

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

**“Other Significant Relationship”** means as defined by agreement between the employee and their supervisor.

**“SCHADS Award”** or the **“Award”** means the Social, Community, Home Care and Disability Services Industry Award 2010.

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

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

**“Spouse”** includes a former spouse and a former de facto spouse.

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

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

## **7. Variation of the Agreement**

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

## **8. Aims and Objectives of the Agreement**

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

## **9. Agreement flexibility**

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

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

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

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

**9.4** The IFA between the employer and the individual employee must also:

- a) be in writing, name the parties to the Agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
- b) state each term of this Agreement that the employer and the individual employee have agreed to vary;
- c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
- d) detail how the IFA results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
- e) state the date the IFA commences to operate.

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

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

**9.7** If RACR seeks to enter into an IFA, it must provide a written proposal to the employee.

Where the employee's understanding of written English is limited the employer must take

measures, including translation into an appropriate language, to ensure the employee understands the proposal.

**9.8** The IFA may be terminated:

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

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

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

## **Part 2 - Consultation and Dispute Resolution**

### **10. Consultation regarding major workplace change**

#### **10.1 Employer to consult and notify about the change**

Where the employer has made a definite decision to introduce major changes in policy, production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must have done prior consultation with affected staff members and notify in writing the employees who may be affected by the proposed changes and their representatives, if any.

- a) 'Major changes' and 'Significant effects' could include termination of employment; major changes in composition, nature of the work, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work or regular rosters; the need for retraining or transfer of employees to other work or locations; the restructuring of jobs; and policy changes. Provided that where this agreement makes provision for alteration of any of these matters an alteration is deemed not to have a significant effect.
- b) The consultations must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 10.1.
- c) For the purposes of such consultation, the employer must notify in writing to the employees concerned and their representative, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.
- d) Notwithstanding the above, the ultimate decision lies with the Senior Management Team and the Board considering RACR Values.

## **10.2 Joint Staff Consultative Committee**

A Joint Staff Consultative Committee will be established to provide a more efficient process for communicating between management and staff on workplace relations and other work-related matters.

The Joint Staff Consultative Committee will comprise of elected employee representatives, the Chief Executive Officer or delegate and when appropriate a RACR Board member or delegate, according to the process outlined in the Joint Staff Consultative Committee Terms of Reference.

The Joint Staff Consultative Committee will be consulted within a reasonable time frame before a significant change has been initiated as outlined in clause 10.1.

## **11. Dispute resolution**

**11.1** In the event of a dispute about a matter under this Agreement, or a dispute in relation to the NES, the procedures listed below will be followed in order to settle the dispute.

**11.2** The employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

**11.3** In the first instance, the parties to the dispute must attempt to resolve the dispute at the workplace level, by discussions between the employee or employees concerned and the relevant employer.

**11.4** 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 including the Board, external dispute resolution organisations or EAP provider as appropriate.

**11.5** If a dispute about a matter arising under this Agreement is unable to be resolved at the workplace, and all appropriate steps under this clause have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.

**11.6** The FWC may deal with the dispute in two stages:

- a) The FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- b) If the FWC is unable to resolve the dispute at the first stage, the FWC may then:
  - i) arbitrate the dispute; and
  - ii) make a determination that is binding on the parties.

**Note: If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Div. 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.**

**11.7** While the dispute resolution procedure is being conducted work must continue in accordance with this Agreement and the Act. Subject to applicable work health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace that is safe and appropriate for the employee to perform.

## **12. Anti-Discrimination**

**12.1** The parties to this Agreement agree that:

- a) it is their intention to achieve the principal object under s351 of the Fair Work Act 2009, which is to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination at their enterprise on the basis of race, colour, sex, sexual orientation, age, physical or mental disability, marital status, family or carer's responsibilities, pregnancy, religion, political opinion, national extraction or social origin;
- b) nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation; and
- c) nothing in these provisions prohibits:
  - i) any discriminatory conduct (or conduct having a discriminatory effect) that is based on the inherent requirements of a particular position; or
  - ii) any discriminatory conduct (or conduct having a discriminatory effect) if:
    - a) the employee is a member of the staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed; and
    - b) the conduct was in good faith to avoid injury to the religious susceptibilities of that religion or creed.

## **Part 3 - Types of Employment**

### **13. Engagement of Employees**

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

#### **13.1 Written Confirmation of Employment**

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

#### **13.2 Code of Conduct**

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

#### **13.3 Work-Life Balance**

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

#### **13.4 Probationary period**

- 13.4.1** RACR may engage new employees on a period of probation not exceeding six (6) months duration. Employees will be advised of the length of their probationary period when they commence employment. At the end of the period employees will, subject to satisfactory performance, be deemed to have passed their probationary period,



which must be confirmed in writing by RACR, (with the exception of employees on a fixed term contract). Refer to the Recruitment Policy.

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

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

## **14. Types of Employment**

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

### **14.1 Full-time Employment:**

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

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

### **14.2 Part-time Employment:**

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

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

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

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

**14.2.5** All time worked by part-time employees in excess of 75 hours per fortnight will be paid for at the rate of time and a half for the first two (2) hours and double time thereafter, except that on Sundays such overtime will be paid for at the rate of double time and on public holidays at the rate of double time and a half.

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

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

### **14.3 Casual Employment:**

**14.3.1** Employees engaged to work on an irregular or occasional basis by the hour or the day at the discretion of the RACR with a minimum engagement period of three (3) hours per shift, unless otherwise agreed to between RACR and the employee.

**14.3.2** Casual employees will be paid the ordinary time rate of pay for the classification plus a casual loading of 25% for ordinary working hours. The casual loading is paid in lieu of annual leave, annual leave loading, personal/carer's leave, compassionate leave and notice of termination and redundancy.

**14.3.3** Casual employees are not entitled to payment for public holidays (or weekends while the organisation is closed) not worked.

**14.3.4** Casual employees are entitled to long service leave in accordance with the applicable legislation.

**14.3.5** Casual employees working on Saturday and Sunday will be paid in accordance with Clause 27.5. That is, they will be paid ordinary time rates of pay plus penalty rates, with no casual loading.

#### **14.3.6**

- a) A person engaged by RACR as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- b) A regular casual employee is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.
- c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- e) Any request under this subclause must be in writing and provided to RACR.
- f) Where a regular casual employee seeks to convert to full-time or part-time employment, RACR may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- g) Reasonable grounds for refusal include that:
  - i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award –that is, the casual employee is not truly a regular casual employee as defined in paragraph (b);
  - ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
  - iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or

- iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- i) Where RACR refuses a regular casual employee's request to convert, RACR must provide the casual employee with the RACR's reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the RACR's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 11. Under that procedure, the employee or RACR may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- j) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, RACR and employee must discuss and record in writing:
  - i) the form of employment to which the employee will convert –that is, full-time or part-time employment; and
  - ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 14.2.2
- k) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- l) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of RACR.
- m) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
- n) Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits RACR to require a regular casual employee to so convert.
- o) Nothing in this clause requires RACR to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- p) RACR must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this subclause within the first 12 months of the employee's first engagement to perform work.
- q) A casual employee's right to request to convert is not affected if RACR fails to comply with the notice requirements in paragraph (p).

#### **14.4 Fixed term Employment:**

**14.4.1** Employees engaged to work on either a full-time or part-time basis in a position which is:

- a) temporary in nature and unlikely to be ongoing; or
- b) for the completion of a specific task(s); or

c) to relieve in a vacant position arising from an employee taking leave.

**14.4.2** Fixed term employment contracts shall be for a maximum duration of one (1) year unless otherwise negotiated between the employer and the employee.

**14.4.3** RACR and a fixed-term employee may agree to the duration of the period of fixed-term employment being extended once only, and for less than 12 months. Any further employment beyond this will be taken to be ongoing employment on a full-time or part-time basis as applicable in each instance. The exception to this is where an employee's employment is directly linked to a program whose funding is renewed annually.

## **15. Abandonment of employment**

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

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

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

## **16. Absence from duty**

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

## **17. Transmission of Business**

Where a business is transmitted from one employer to another, the period of continuous service that the employee had with the transmitter or any prior transmitter is deemed to be service with the transmittee and taken into account when calculating notice of termination.

However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for in relation to the transfer.

## **18. Annual Review**

**18.1** All employees will have an annual review conducted by their immediate Manager/Supervisor. The aim of the review and consequential feedback to employees is to achieve a workplace where:

**18.1.1** Each employee and respective manager have a clear agreement about the requirements of the employee's job and the required standard of work;

**18.1.2** Each employee knows and can meet the key performance indicators of the position;

**18.1.3** Managers and employees discuss individual and team performance and develop and implement strategies for improvement; and

- 18.1.4** Employees have the opportunity to do the best job they can and are encouraged and recognised for their contributions towards achieving RACR aims.
- 18.2** RACR must constantly seek the most cost-effective use of its resources and must on a continuing basis undertake reviews of its staffing requirements. In particular, reviews on staffing requirements will be conducted over the period of this Agreement and can be used as a tool for reviewing and/or updating Position Descriptions.
- 18.3** Employees are required to fully cooperate with staffing reviews and to assist implementation of any staffing changes flowing from reviews.
- 18.4** An employee annual review will be conducted in accordance with RACR Policies and Procedures which can be varied from time to time to achieve operational needs or continuous improvement process.

## **Part 4 - Classification and Wage Rates**

### **19. Classification Structure**

All employees covered by this agreement must be classified according to Schedule B. RACR will advise their employees in writing of their classification and of any changes to their classification.

The classification by the employer must be according to the skill level or levels required to be exercised by the employee in order to carry out the principal functions of the employment as determined by the employer.

#### **19.1 Position descriptions**

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

#### **19.2 Pay Increments**

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

### **20. Minimum weekly wages**

Minimum hourly rates are set out in Schedule A.

## **21. Wage Increases**

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

**21.1.1** 3.5% effective from the first full pay period commencing on or after 1 July 2019 (2.7% effective from the first full pay period after this Agreement is signed by RACR staff representatives and employer representatives and remaining 0.8% after the agreement has been approved by Fair Work Commission with back pay).

**21.1.2** 2.7% effective from the first full pay period commencing on or after 1 July 2020.

**21.1.3** 2.7% effective from the first full pay period commencing on or after 1 July 2021.

**21.2** SCHADS award increases and rates in NSW and the ACT will be applied as will Equal Remuneration Order increases. Comparison between these rates and the RACR rates with the applicable annual increase will be done so that the employee receives the highest amount.

## **22. Transitional Provisions**

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

## **23. Salary Packaging / Salary Sacrificing**

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

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

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

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

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

## **24. Payment of Wages**

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

## **25. Monetary Allowances**

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

## **25.1 First Aid Allowance**

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

## **25.2 Higher Duties Allowance**

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

## **25.3 Motor Vehicle Allowance**

- 25.3.1** RACR does not encourage employees to use personal vehicles for work purposes and RACR will endeavour to provide employees with a RACR vehicle for work-related travel wherever possible.
- 25.3.2** If an employee is requested and agrees to use his/her own vehicle for work or work-related purposes, and there is no RACR vehicle available, the employee shall be paid an allowance at the rate of \$0.78 per kilometre.

## **25.4 On-call Allowance**

- 25.4.1** An employee required to be on-call (i.e. available for recall to duty) during the period commencing from the time of finishing ordinary duty on Monday and the termination

of ordinary duty on Friday shall be paid an allowance equal to two (2) hours ordinary pay for any specified 24 hour period or part thereof.

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

### **25.5 Recall Allowance**

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

### **25.6 Travelling Allowances/Expenses**

An employee will be reimbursed reasonable expenses incurred for travel, accommodation and meals as determined by the CEO or delegate when travelling on business for the organisation. To be eligible for reimbursement of travel costs, the travel must have been granted approval by the CEO or delegate prior to the travel being undertaken by the employee.

## **26. Superannuation**

- 26.1** Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of employers and employees.

- 26.2** All employees of RACR will receive superannuation at the prescribed rate.

- 26.3** It is an employee's responsibility to ensure that RACR has the correct superannuation fund details. Existing employee's superannuation contributions will continue to be paid into their choice of superannuation fund.

- 26.4** New employees are required to provide the employer with a compliant superannuation fund's details for employer superannuation contributions. If an employee does not provide their superannuation fund details, the employer contributions will be paid into HESTA Superannuation Fund on their behalf.

- 26.5** Where staff members take up the option of salary packaging on a 'salary sacrifice' basis, the staff member's salary for purposes of superannuation payments will be determined as if the salary sacrifice arrangement had not been entered into.

## **Part 5 - Ordinary Hours of Work**

### **27. Ordinary Hours of Work**

#### **27.1 Ordinary span of hours**

- 27.1.1** The ordinary hours of work are to be an average of 37.5 per week but not exceeding 150 hours in 28 days or an average of 37.5 hours over the period of an agreed roster cycle.



**27.1.2** The ordinary hours of work may be worked continuously, except for meal breaks, at the discretion of the employer between Monday to Friday between 7:00 am and 9:00 pm

**27.1.3** The organisations' core working hours, which can be varied from time to time, depending upon operational needs and client services, are:

- Monday to Friday – 7.00am to 9:00 pm

**27.1.4** An employee cannot be rostered to work more than 7.5 hours in any one (1) day, however, an employee may request to work longer than 7.5 hours in any one (1) day which will be only approved by the CEO or delegate to achieve operational needs.

**27.1.5** A working day will not exceed 10 hours in a single day unless mutually agreed to by both parties.

**27.1.6** Service delivery employees may be rostered to work one (1) evening shift per week, finishing time 9 pm at the latest, to meet operational demands.

## **27.2 Altering spread of hours**

The ordinary hours of work may be worked on any day or all of the days of the week, Monday to Friday. The days on which ordinary hours are worked may include Saturday or Sunday subject to agreement between the employer and the majority of employees concerned. Agreement in this respect may also be reached between the employer and an individual employee.

The spread of hours may be altered by up to one (1) hour at either end of the spread, by agreement between an employer and the majority of employees concerned or, in appropriate circumstances, between the employer and an individual employee.

## **27.3 Methods of arranging ordinary working hours**

**27.3.1** Subject to the employer's right to set the daily hours of work for an employee from time to time within the spread of hours and the employer's right to set the commencing and finishing time of shifts from time to time, the arrangement of ordinary working hours must be by agreement between the employer and the majority of employees in the enterprise or part of the enterprise concerned. This does not preclude the employer reaching an agreement with individual employees about how their working hours are to be arranged.

**27.3.2** The matters on which agreement may be reached include:

- a) how the hours are to be averaged within a work cycle;
- b) the duration of the work cycle for an employee provided that such duration does not exceed three (3) months;
- c) rosters which specify the starting and finishing times of working hours; and
- d) any arrangements of ordinary hours which exceed 7.5 hours in any day.

## **27.4 Sleepovers**

**27.4.1** A sleepover means when an employer requires an employee to sleep overnight at premises where the client for whom the employee is responsible is located.

**27.4.2** The span for a sleepover will be a continuous period of eight hours. Employees will be provided with a separate room with a bed, use of appropriate facilities (including staff facilities where these exist) and free board and lodging for each night when the employee sleeps over.

- 27.4.3** The employee will be entitled to a sleepover allowance of 4.9% of the Band B pay point 3 for each night on which they sleep over.
- 27.4.4** In the event of the employee on sleepover being required to perform work during the sleepover period, the employee will be paid for the time worked at the prescribed overtime rate with a minimum payment as for one hour worked. Where such work exceeds one hour, payment will be made at the prescribed overtime rate for the duration of the work.
- 27.4.5** The employee must be provided with, or paid for, a shift of at least four (4) hours work immediately before and/or after a sleepover.
- 27.4.6** Where an employee involved in overnight excursion activities is required to work on a Saturday and/or Sunday, the days worked in the two-week cycle, including that weekend, will not exceed 10 days.
- 27.4.7** The dispute resolution procedure in clause 11 of this Agreement applies to the sleepover provisions

### **27.5 Saturday and Sunday work**

Note: Cross-reference to clause 31 Overtime / Penalty rates

- 27.5.1** 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 midday on Saturday at the rate of time and a half, and for ordinary hours worked between midday on Saturday and midnight on Sunday at the rate of double time.
- 27.5.2** These extra rates will be in substitution for and not cumulative upon the casual loading prescribed in clause 14.3 and are not applicable to overtime hours worked on a Saturday or a Sunday.

## **28. Breaks**

- 28.1** All employees are required to take an unpaid meal break of not less than 30 minutes and no more than one (1) hour unless agreed to by their manager. An employee will not be required to work for more than five (5) hours without a meal break, except in cases of emergency, when the time may be extended to six (6) hours.
- 28.2** Where an employee is unable to take a lunch break, the supervisor and the employee must immediately re-arrange work structures to guarantee meal breaks are taken in future. If employees are compelled by RACR to work through their designated meal break, they will be paid at applicable OT rates until they are able to take a break.
- 28.3** Subject to the operational requirements of RACR, employees who work at least three (3) continuous hours shall take at least one (1) rest break of up to fifteen (15) minutes which will be counted as time worked.
- 28.4** Subject to the operational requirements of RACR, employees who work at least 7.5 continuous hours shall take at least two (2) rest breaks of up to fifteen (15) minutes which will be counted as time worked. The rest breaks are to occur with one (1) before the meal break and one (1) after the meal break. The rest breaks are not to occur in conjunction with the meal break.

## **29. Flex Time**

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

### **29.1 Employee Responsibilities**

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

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

### **29.2 Operation of Flex time**

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

## **30. Location of Work**

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

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

## **31. Overtime / Penalty Rates**

Note: cross reference clause 27.5 for employees regularly working on Saturday and/or Sunday.

### **31.1 Reasonable Overtime**

An employee, who does not regularly work on a Saturday and/or Sunday, may be asked to work reasonable overtime provided that the employee may refuse to work overtime in circumstances where doing so would result in the employee working hours which are unreasonable having regard to:

- a) any risk to employee health and safety;
- b) the employee's personal circumstances, including any family responsibilities;
- c) the needs of the workplace or enterprise;

- d) the notice is given by the employer of the overtime and the notice given by the employee of his or her intention to refuse it; and
- e) any other relevant matter.

### **31.2 Approval of Overtime**

**31.2.1** Overtime shall only be worked with the prior approval of the manager.

**31.2.2** Prior to performing overtime, the employee and manager have to reach a decision whether the employee will be compensated by way of monetary payment or Time Off in Lieu.

### **31.3 Time off instead of payment for overtime**

By mutual agreement, a full-time or a part-time employee may be compensated by way of time off instead of payment on the following basis:

- a) time off instead of payment for overtime must be taken at ordinary rates within three months of it being accrued.
- b) Where it is not possible for an employee to take time off, instead of payment for overtime, within the three month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.
- c) An employee cannot be compelled to take time off instead of overtime.
- d) Upon resignation or termination, any unused accrued TOIL leave will be paid out.

Monday to Friday –All hours worked outside the ordinary span of hours will be compensated with TOIL at the rate of 1.5 hours credit for each hour worked. Any hours in excess of 10 hours within the span of hours will be compensated at 1.5 hours credit for each hour worked.

Saturday - Hours worked on a Saturday until 12:00 pm will be compensated with TOIL at the rate of 1.5 hours credit for each hour worked; however after 12:00 pm on a Saturday, an employee will be compensated with TOIL at the rate of 2 hours credit for each hour worked.

Sunday - All hours worked on a Sunday will be compensated with TOIL at the rate of 2 hours credit for each hour worked.

Public Holiday - All hours worked on a Public Holiday will be compensated with TOIL at the rate of 2.5 hours credit for each hour worked.

**31.3.2** Employees are required to seek approval from their Supervisor/Manager prior to accessing TOIL credits.

**31.3.3** Where an employee has accrued a TOIL balance that is considered by the manager to be excessive for that position, the manager may request the employee take TOIL in order to reduce their balance.

**31.3.4** An employee who is required to work overtime for less than three (3) hours on a Saturday, Sunday or public holiday shall be paid for a minimum of three (3) hours, unless otherwise agreed (e.g. Electing to work at a stall for 2 hours on a weekend will be paid for two hours)

### **31.4 Operation of Time Off In Lieu (TOIL)**

**31.4.1** At the end of each pay period (i.e. each fortnight) each employee will submit a completed time sheet to their supervisor/manager through electronic self-service portal, who will check and endorse the record the additional hours worked.

**31.4.2** Employees may apply for and receive approval to take TOIL in the same way as other leave and in consultation with supervisor/manager.

## **Part 6 - Leave and Public Holidays**

### **32. Annual Leave**

#### **32.1 Taking Annual Leave**

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

#### **32.2 Annual Leave Entitlement**

Full-time employees working a 37.5 hour week are entitled to 150 hours paid annual leave for each completed year of service, accrued progressively. Part-time employees accrue annual leave on a pro-rata basis. Hours worked above 37.5 hours per week do not attract annual leave accrual.

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

#### **32.3 Annual Leave Crediting**

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

#### **32.4 Annual Leave Loading**

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

"Shiftworkers, in addition to their ordinary pay, will be paid the higher of:

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

#### **32.5 Taking Annual Leave**

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

#### **32.6 Minimum Notice for Taking Annual Leave**

Approval for planned annual leave should be sought at least two (2) weeks prior to taking the leave wherever possible so that alternative working arrangements can be made to cover the absence(s) of

employees. RACR recognises that extraordinary circumstances may arise from time to time and prevent this from occurring.

### **32.7 Payment of Annual Leave**

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

### **32.8 Illness whilst on Annual leave**

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

### **32.9 'Excessive' Annual Leave Credits**

If an employee's accrued annual leave credit is greater than what the employee would ordinarily accrue over twenty four (24) months, RACR may direct the employee(s) to take up to one-quarter of the accumulated annual leave credit. Under these circumstances, RACR will give the employee(s) at least four (4) weeks' notice of the requirement to take the leave.

### **32.10 'Cashing Out' of Annual Leave**

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

### **32.11 Holiday Shutdown**

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

**32.11.2** When Christmas Eve falls on a week-end, the closest preceding working day is taken as the designated holiday.

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

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

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

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

**32.11.7** If an employee who is not contracted to regularly work on weekends, with the express consent of RACR, works on any weekday during the Holiday Shutdown, he/she will be entitled to one and a half hours for one hour worked for the time worked

unless the day is a Saturday or Sunday or Public Holiday when applicable overtime rates will apply.

### **33. Personal / Carer's Leave**

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

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

#### **33.1 Personal/Carer's Leave Entitlement**

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

#### **33.2 Notification of Absence**

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

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

#### **33.3 Evidence Required**

RACR may request that employees provide documentary evidence (statutory declaration or medical certificate) for all periods of personal/carers' leave but will not make it mandatory for periods of leave up to three (3) days provided that those days are not immediately before or after a public holiday.

The employee must provide a medical certificate from a registered health practitioner. The medical certificate must be issued in respect of the area of practice in which the practitioner is registered or licensed under a law of a state or territory that provides for the registering or licensing of health practitioners.

#### **33.4 Personal Leave Accrual**

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

### **33.5 Payment for Personal/Carer's Leave**

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

### **33.6 Unpaid Personal/Carer's Leave**

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

Casual employees are entitled to two (2) days unpaid carer's leave per occasion.

## **34. Compassionate Leave**

### **34.1 Paid Compassionate Leave**

Full-time and part-time employees are entitled to:

- a) three (3) days paid compassionate leave per occasion when a member of his or her immediate family or household or someone with whom the employee has a significant relationship dies; or
- b) two (2) days paid compassionate leave per occasion when a member of his or her immediate family or household or someone with whom the employee has a significant relationship is suffering from a serious or life-threatening personal injury.
- c) up to (2) two days compassionate leave when a pet dies. This leave is to be negotiated with the Manager Compassionate leave may be taken in one continuous period (of 2 or 3 days) or as separate days (2 or 3 single day absences for the same occasion), as agreed between RACR and the employee. There is no limit on the number of permissible occasions for which an employee may take compassionate leave.

Payment whilst on Compassionate leave will be at the employee's ordinary time rate of pay for the hours normally worked.

### **34.2 Evidence required**

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

### **34.3 Notification of Absence**

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

## **35. Long Service Leave**

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



## **36. Community Service Leave**

### **36.1 Jury Service Leave**

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

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

### **36.2 Emergency Services and Reservist Leave**

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

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

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

## **37. Public Holidays**

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

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

By mutual agreement between RACR and an employee or group of employees, another day may be substituted for any public holiday prescribed in this Agreement.

RACR NSW employees are entitled to the additional two public holidays that are taken by employees in the ACT. These will be taken on the same day as ACT employees take them. That is Canberra Day in March and Reconciliation Day in May.

### **37.1 Payment for a Public Holiday not worked**

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

### **37.2 Payment for a Public Holiday worked**

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

### **37.3 Right to Refuse request to work on a Public Holiday**

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

- a) the nature of the work performed; and
- b) whether employment is full-time, part-time, casual or shift work; and
- c) the nature of the workplace or enterprise (including its operational requirements);  
and
- d) the reasons for refusing the request to work; and
- e) personal circumstances (including family responsibilities); and
- f) whether usual employment conditions and agreed hours of work contemplates that RACR as your employer, might require work on public holidays; and
- g) whether the employee has acknowledged or could reasonably expect that RACR may require the employee to work on public holidays; and
- h) the amount of notice given to the employee(s) when requested to work on a public holiday; and
- i) the amount of notice provided by the employee(s) when refusing a request to work on a public holiday; and
- j) whether an emergency or unforeseen circumstances are involved; and
- k) any other relevant factors.

## **38. Unpaid Parental Leave**

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

### **38.1 Unpaid Parental Leave NES entitlements**

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

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

- e) An employee returning to work from Parental Leave has the right to resume their former position or another similar position.

### **38.2 Definitions**

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

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

### **38.3 Right to Request**

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

- a) a simultaneous unpaid parental leave up to eight (8) weeks at the time of birth or adoption;
- b) to extend the period of unpaid parental leave by a further continuous period of leave not exceeding 12 months;
- c) to return from a period of parental leave on a part-time basis until the child reaches school age;
- d) other measures to assist the employee in reconciling work and parental responsibilities.

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

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

### **38.4 Parental leave Requirements**

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

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

**38.4.2** Where the employee gives notice under clause 38.3.1(a) the employee must also provide a statutory declaration stating particulars of any period of leave sought or to be taken by his/her spouse and that for the period of leave, the employee will not engage in any conduct inconsistent with her contract of employment. The statutory

declaration must state whether the employee is to be the primary or secondary carer of the child.

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

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

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

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

### **38.5 Adoption/Fostering/Kinship**

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

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

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

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

### **38.6 Variation of the period of parental leave**

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

### **38.7 Parental leave and other entitlements**

An employee may in lieu of or in conjunction with parental leave, access other paid leave entitlements which they have accrued, such as annual leave (where requested at half pay) or long service leave, subject to the total amount of leave is not to exceed 52 weeks.

### **38.8 Transfer to a safe job**

Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee

make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave (Fair Work Act 2009).

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

### **38.9 Part-time work**

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

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

### **38.10 Communication during parental leave**

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

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

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

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

### **38.11 Termination of employment**

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

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

## **39. Paid Parental Leave**

- 39.1** Paid Parental Leave is available to full-time and part-time employees (and eligible casual employees) who have completed at least 12 months of continuous service with RACR. Subject to the other provisions contained in this clause, RACR will provide eligible employees with a period of paid parental leave which will be taken to be part of the total 52

weeks leave entitlement. This leave will be paid at the ordinary rate of pay the employee receives immediately before the period of leave begins. Employees will be entitled to accrue normal entitlements while on RACR provided paid parental leave.

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

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

#### **40. Cultural Leave**

**40.1** An employee who is able to establish to the employer that he/she has an obligation under his/her cultural heritage to participate in ceremonial/cultural activities shall be granted unpaid special leave up to ten days per year.

**40.2** An employee shall be on unpaid special leave for the period he/she can establish to the employer is necessary to fulfil his/her obligations.

**40.3** This leave is not accruable from year to year.

**40.4** RACR employees of Aboriginal and Torres Strait Islander descent are entitled to one (1) paid day of special leave to attend ceremonial/cultural events, regardless of contracted hours. If that leave involves travel to go to the country then this one day is extended to two (2) days paid leave per annum.

#### **41. Purchased Leave**

**41.1** Purchased leave (or 50/52, 51/52 employment) is where an employee purchases an additional one or two weeks' paid leave per financial year and is paid for 52 weeks per year at the rate of 51/52 or 50/52 of their annual salary.

**41.2** Employees may apply each financial year to RACR to be employed under the 51/52 or 50/52 models outlined above. RACR will consider such requests and may give approval, subject to the impact this arrangement would have on service delivery and on the organisation. Factors RACR must take into account are the timing of the extra leave and the number of employees applying within a service area.

**41.3** Each approval of 51/52 or 50/52 employment will be for a period of one (1) year, commencing 1 July and concluding 30 June in the following year. Each year's approval shall stand alone; employees need to apply by end April each year to be considered for 51/52 or 50/52 employment the following year. Employees who have not applied in the previous year will be given priority consideration.

**41.4** Purchased leave cannot be used as a 'regular day off' thereby reducing the agreed work hours of the employee on an ongoing basis.

**41.5** The timing of the employee's full four (4) weeks' annual leave and the additional weeks of purchased leave must be planned in advance. Before applying for new annual purchased leave, employees should have used all current purchased leave entitlements, or show good reason why it cannot be used.

**41.6** Purchased leave must be taken within six (6) months of the year the purchased leave was accrued.

**41.7** An employee should access purchased leave before accessing annual leave entitlements.

## **42. Leave Without Pay (LWOP)**

- 42.1** Upon written application and subject to the operational requirements of RACR and based on the merits of each individual case, an employee may be granted LWOP up to two (2) months per 24 month period, provided all other leave options have been used’.
- 42.2** Where leave is not granted, notice will be given in writing to the employee and a meeting arranged to determine any other options available to the employee.
- 42.3** Any period that an employee is on leave without pay will not be regarded as a period of continuous service. Leave entitlements will not accrue during any period of leave without pay.

## **43. Disaster/Emergency Leave**

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

## **44. Relocation Leave**

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

## **45. Domestic and Family Violence Leave**

RACR recognises that both female and male employees sometimes experience situations of violence or abuse in their personal life that may affect their attendance or performance at work.

RACR accepts domestic/family violence, defined as both actual and threats of physical, psychological, emotional abuse, violence, apprehension and fear of physical or mental harm, damage to property and financial or social abuse, perpetrated by a partner, ex-partner, significant other or a family member. Family member also extends to a person related the employee according to Aboriginal or Torres Strait Islander kinship rules.

- 45.1** RACR shall grant paid domestic and family violence leave up to five (5) days per year of employment to be used for absences from the workplace to attend to matters arising from domestic violence situations such as but not limited to: seeking safe housing; attending medical/counselling appointments; attending court hearings; accessing legal advice; organising alternate care or education arrangements for their children; rebuilding support networks with children, family and others. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day. Leave is reset on the anniversary of the employee’s employment. The leave is available in full to part-time and casual employees.

- 45.2** An employee must make all reasonable efforts to advise their Manager/Supervisor as soon as reasonably practicable prior to the employee's normal start time on any day of absence. If it is not reasonably practicable for the employee to give prior notice of absence due to circumstances beyond the employee's control, the employee shall notify their manager/supervisor by telephone of such absence at the first opportunity on the day of absence. Personal information concerning domestic/family violence will be kept confidential by RACR.
- 45.3** RACR, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.
- 45.4** An employee who supports a person experiencing domestic/family violence may take carer's leave to accompany them to court, to hospital or to mind children.
- 45.5** An employee experiencing domestic/family violence may be referred to the Employee Assistance Program (EAP) and/or other local resources. The EAP shall include professionals trained specifically in domestic/family violence.
- 45.6** The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.
- 45.7** An employee who has given their employer notice of the taking of leave under clause 45 must, if requested by RACR, provide evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 45.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

#### **46. Exceptional Circumstances (EC) Leave**

An employee may apply for up to 10 days of paid leave due to Exceptional Circumstances. This type of leave may be used for many and varied circumstances and should be granted to assist employees particularly on compassionate grounds. Applications of this nature must be handled confidentially and with sensitivity. Whether the leave is paid or unpaid, and the length of time granted for leave, depends on the circumstances and ultimately is left to the discretion of the CEO. Such circumstances may include but are not limited to the following examples:

- a) an employee who is undergoing an intensive course of medical treatment from specialist practitioners;
- b) an employee who is dealing with the terminal illness of a partner, child or other close family member (recognising kinship for Aboriginal and Torres Strait Islander peoples);
- c) an employee who is mourning the death of a partner, child or other close family member; and
- d) an employee who is a victim of a violent crime.

It is not mandatory for the employee to have exhausted other forms of paid leave prior to accessing "special leave for other exceptional circumstances".

#### **47. Professional Development**

Refer to Professional Development Policy and Procedure for full details.



- 47.1** Professional development refers to courses and other education that increases an employee's professional skills and knowledge to perform their role within RACR.
- 47.2** RACR will ensure that each employee receives professional development relevant to the employee achieving their performance expectations (as agreed between employee and Manager) to achieve organisational objectives. Full-time employees will receive 5 individual days and 4 pooled days and \$1,950.00 per financial year. Part-time employees will receive these same entitlements on a pro-rated basis, however, will receive 3 days pooled PD at a minimum. Additional support may be provided for rural staff and will be further detailed in the Professional Development policy.
- 47.3** CCS Program will be provided with a pooled total of \$5000 per financial year for professional development of CCS Casual employees.
- 47.4** Employees who are asked to supervise staff at their own band, when it is not part of their Position Description, are entitled to an additional Professional Development allocation of \$300 per annum for undertaking this peer supervision responsibility. This is to be arranged with the approval of the employee's supervisor / Manager. The funds are to be used for supervision development.
- 47.5** Professional development time shall be accessed during the hours normally worked. Any hours in addition to hours normally worked, will not be paid and/or will not accrue TOIL. However, for part-time staff, days may be changed subject to approval and in accordance with organisational needs.
- 47.6** Professional development entitlements not taken during any one (1) financial year lapse; the entitlement can only be carried into the following year for courses in July or August that can be paid for before the end of the financial year.
- 47.7** RACR will keep an accurate record of all professional development undertaken by employees and will provide employees with available details upon request.
- 47.8** The Professional Development policy is contained in the Policy and Procedures Manual and is to be reviewed annually. Adjustments can be made according to review outcomes and in consultation with staff.

## **48. Study Leave**

Refer study leave policy for full details.

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

## **49. Clinical Governance**

Clinical Governance is a recognised priority, central to RACR's Strategic Plan for 2019-2021.

Clinical Governance is a framework that links RACR policies and procedures to clinical principles of practice. Clinical Governance is to be considered in all relevant decision-making and consultative forums.. Clinical Governance puts a focus on aspects of quality of practice (i.e. professional development, clinical supervision, and overall support for the clinical work RACR provides),. It also has a focus on the well-being of employees engaging with clients and a focus on accountability to the clients as well as maintaining sensitivity to emerging issues, both clinical and organisational.

## 50. Supervision

Supervision as general a term has –more than one meaning within RACR.

Supervision is provided in the forms of:

- 50.1** Clinical Supervision - which is a relational, facilitative, supportive, and educative process. It addresses both personal and professional aspects of the work and is linked to maintaining ethical and sustainable practice by the supervisee. It primarily focuses on reflection and critical reflection on clinical practice; and
- 50.2** Management Supervision – managers supervise the work done by staff to maintain organisational operations and procedures.
- 50.3** Cultural Supervision – RACR provides cultural supervision to facilitate the cultural safety of Aboriginal and Torres Strait Islander staff and cultural competence of all staff and supervisors.

RACR is committed to provide all supervision at a high level of quality. Based on the needs of the staff and the capacity of the supervisor, these supervision types may be provided by one person or more than one person.

Supervision arrangements are outlined in Clinical Governance documents and detailed in Policies and Procedures of RACR.

## Part 7 - Termination of Employment

### 51. Notice of Termination

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

<u>Years of Service</u>	<u>Required Notice</u>
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks

More than 3 years but not more than 5 years	At least 3 weeks
Over 5 Years	At least 4 weeks

**51.1.3** If an employee is 45 years or over and has completed at least two (2) years of continuous service with RACR, they will receive one (1) additional week's notice.

**51.1.4** Casual employees shall be entitled to one (1) day's notice of termination.

**51.2** Instead of providing the specified notice, RACR may choose to make payment in lieu of notice. If an employee fails to give the required notice, an amount equivalent to the amount of notice not given by the employee can be deducted from any monies owing to him or her.

**51.3** Nothing in this agreement affects RACR right to dismiss an employee without notice for serious misconduct and if so dismissed shall only be entitled to be paid for the time worked up to the time of dismissal and any entitlements accrued up to such time.

#### **51.4 Job search entitlement**

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

## **52. Payment upon Termination**

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

## **53. Redundancy**

### **53.1 Definitions**

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

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

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

### 53.2 Severance Pay

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

<u>Years of Service</u>	<u>Redundancy Pay – under 45 yrs of age</u>
Less than 1 yr	Nil
At least 1 yr but less than 2 yrs	4 weeks
At least 2 yrs but less than 3 yrs	7 weeks
At least 3 yrs but less than 4 yrs	10 weeks
At least 4 yrs but less than 5 yrs	12 weeks
At least 5 yrs but less than 6 yrs	14 weeks
At least 6 yrs	16 weeks

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

<u>Years of Service</u>	<u>Redundancy Pay – over 45 yrs of age</u>
Less than 1 yr	Nil
At least 1 yr but less than 2 yrs	5 weeks
At least 2 yrs but less than 3 yrs	8.75 weeks
At least 3 yrs but less than 4 yrs	12.5 weeks
At least 4 yrs but less than 5 yrs	15 weeks
At least 5 yrs but less than 6 yrs	17.5 weeks
At least 6 yrs	20 weeks

#### **53.4 Employee leaving during the notice period**

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

#### **53.5 Time off to seek employment**

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

### **Part 8 General Provisions**

#### **54. Workplace Health and Safety**

Refer to RACR's WH&S Policies and Procedures

- 54.1** RACR will take all practicable steps to ensure the safety of all employees while at work in accordance with Workplace Health and Safety laws. It is expected that employees will take all practicable steps to ensure that no action or inaction by an employee(s) while at work causes harm to themselves or any other person or employee(s). All employees must ensure that all safety procedures are adhered to at all times.
- 54.2** RACR shall provide, free of charge to employees or reimburse employees, the cost of protective clothing and safety equipment and employees must use all safety and protective equipment or clothing provided and will not misuse any equipment, plant or process that is provided to ensure workplace health and safety.
- 54.3** Employees must comply with all safety rules and procedures and policies of RACR as varied from time to time or disciplinary action may be taken. This provision will apply immediately upon the advice of any such safety rule/procedure/policy being provided to the employee.
- 54.4** Employees must report to management as soon as possible, any accidents, incidents or hazards arising during the course of employment. If an employee has any concerns in relation to personal safety or the safety of others in RACR, they are to report them to the Work Health and Safety officer or appropriate manager who will take all practicable steps in a timely manner to provide and maintain a safe work environment.
- 54.5** All protective clothing and safety equipment issued shall remain the property of RACR and shall be returned where required on termination of employment before termination pay is processed.

#### **55. Employee Assistance Program (EAP)**

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

## **56. Property of RACR**

- 56.1** Employees must take all reasonable care in using property and equipment during the course of their employment and in accordance with any relevant directions given to the employee and any RACR policies.
- 56.2** In the event that RACR property is damaged through the negligent actions of an employee, RACR is entitled under this clause to seek reimbursement of the cost of repair or replacement of the property.
- 56.3** On termination of employment or upon request, employees must return in good condition (subject to fair wear and tear) any property belonging to RACR. If property is not returned or returned in an unreasonably poor condition, RACR may deduct from the employee's final pay the cost of the repair or replacement of the property.

## **57. Confidential Information**

- 57.1** All employment contracts will contain a confidentiality clause pertaining to an employee's obligation to maintain confidentiality related to their employment with RACR.
- 57.2** The obligations in confidentiality clauses survive termination of the employment relationship.

## **58. Intellectual Property**

- 58.1** All employment contracts will contain a confidentiality clause pertaining to an employee's obligation around intellectual property related to their employment with RACR.
- 58.2** The obligations in this clause survive the termination of the employment relationship.

## **59. RACR Policies and Procedures**

- 59.1** Any other terms or conditions of employment not mentioned in this agreement shall be outlined in the company's policies and procedures as amended from time to time to achieve operational needs.
- 59.2** These policies and procedures will not reduce employee substantive entitlements contained in this agreement but provide guidelines for the fair and efficient administration of the employment relationship.
- 59.3** RACR will ensure that these policies are accessible on the RACR N drive shared across sites.

## **60. Employee Representatives**

- 60.1** RACR recognises that employees are free to choose to join or not to join a union. Irrespective of that choice, employees will not be disadvantaged or discriminated against in respect of their employment under this Agreement.
- 60.2** Employees who choose to be members of a union have the right to have their industrial interests represented by that union and to participate in lawful union activities, subject to the terms of this Agreement and relevant industrial legislation.
  - 60.2.1** The role of workplace delegates is to be respected and facilitated.
  - 60.2.2** Workplace delegates must act in good faith and do the best they can for their work colleagues together, or on their individual needs.
  - 60.2.3** Workplace delegates will be allowed up to three (3) days paid leave per year to attend accredited union education sessions or meeting.

## 61. Signatories to the Agreement

Signed on behalf of the employer for Relationships Australia Canberra & Region Inc **FOR THE EMPLOYER**

Signed.....ABL.....

Position.....CEO.....

Date.....25 JUNE 2019.....

Name in full (printed).....ALISON BROOK.....

Address.....15 NAPIER CLOSE DEAKIN ACT 2600.....

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

Signed (Staff Representative).....[Signature].....

Position.....COUNSELLOR.....

Date.....25/6/19.....

Name in full (printed).....ANA DIAZ.....

Address.....15 NAPIER CLOSE, DEAKIN 2600.....

Signed (Staff Representative).....[Signature].....

Position.....FAMILY ADVISOR.....

Date.....25/6/19.....

Name in full (printed).....HELEN MARY COX.....

Address.....15 NAPIER CLOSE, DEAKIN 2600......

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## Schedule A: Classification Structure and Rates of Pay

### Relationships Australia Canberra & Region Inc Worker Classification Structure

Classification	Negotiated 3.5% increase as from the first full pay after 01/07/2019		
<b>RACR Band A</b>			
<b>Pay Point</b>	<b>Per Hour</b>	<b>Per Week</b>	<b>Per Annum</b>
A1	\$27.49	\$ 1,030.77	\$ 53,599.88
A2	\$28.39	\$ 1,064.47	\$ 55,352.26
A3	\$29.29	\$ 1,098.28	\$ 57,110.55
A4	\$30.15	\$ 1,130.49	\$ 58,785.43
<b>RACR Band B</b>			
<b>Pay Point</b>	<b>Per Hour</b>	<b>Per Week</b>	<b>Per Annum</b>
B1	\$30.89	\$ 1,158.52	\$ 60,242.88
B2	\$31.83	\$ 1,193.49	\$ 62,061.46
B3	\$32.58	\$ 1,221.90	\$ 63,538.82
B4	\$33.57	\$ 1,258.96	\$ 65,466.11
<b>RACR Band C</b>			
<b>Pay Point</b>	<b>Per Hour</b>	<b>Per Week</b>	<b>Per Annum</b>
C1	\$35.77	\$ 1,341.19	\$ 69,742.11
C2	\$36.71	\$ 1,376.65	\$ 71,585.98
C3	\$37.67	\$ 1,412.52	\$ 73,450.85
C4	\$38.54	\$ 1,445.10	\$ 75,145.10
C5*	\$38.83	\$ 1,456.09	\$ 75,716.67
C6*	\$39.11	\$ 1,466.56	\$ 76,261.33
<b>RACR Band D</b>			
<b>Pay Point</b>	<b>Per Hour</b>	<b>Per Week</b>	<b>Per Annum</b>
D.1*	\$38.94	\$ 1,460.43	\$ 75,942.17
D.2*	\$39.74	\$ 1,490.23	\$ 77,492.19
D.3	\$40.85	\$ 1,531.73	\$ 79,649.83
D.4	\$41.74	\$ 1,565.17	\$ 81,388.76
D.5	\$42.63	\$ 1,598.62	\$ 83,128.22
D.6	\$43.52	\$ 1,632.06	\$ 84,867.14
<b>RACR Band E</b>			
<b>Pay Point</b>	<b>Per Hour</b>	<b>Per Week</b>	<b>Per Annum</b>
E1	\$44.87	\$ 1,682.44	\$ 87,487.10
E2	\$45.53	\$ 1,707.42	\$ 88,785.78
E3	\$46.21	\$ 1,732.83	\$ 90,107.06
E4	\$46.87	\$ 1,757.80	\$ 91,405.74

<b>RACR Band F</b>			
<b>Pay Point</b>	<b>Per Hour</b>	<b>Per Week</b>	<b>Per Annum</b>
<b>F1</b>	\$48.88	\$ 1,833.16	\$ 95,324.37
<b>F2</b>	\$49.55	\$ 1,858.14	\$ 96,623.05
<b>F3</b>	\$50.22	\$ 1,883.12	\$ 97,922.26
<b>F4</b>	\$50.89	\$ 1,908.52	\$ 99,243.00
<b>RACR Band G</b>			
<b>Pay Point</b>	<b>Per Hour</b>	<b>Per Week</b>	<b>Per Annum</b>
<b>G.1</b>	\$53.57	\$ 2,008.85	\$104,460.31
<b>G.2</b>	\$55.35	\$ 2,075.74	\$107,938.70
<b>G.3</b>	\$57.14	\$ 2,142.64	\$111,417.09
<b>G.4</b>	\$58.92	\$ 2,209.53	\$114,895.47

\* C5 and C6 – refer to C. 1. (g) under Schedule B – Classification Guide

\* D1 and D2 – refer to D. 1. (d) under Schedule B – Classification Guide

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## **Schedule B: RACR Worker Classification Guide**

### **A. “Band A” Employees**

#### **A.1 Characteristics of this level**

- (a) A person employed as a “Band A” will work under general guidance within clearly defined guidelines and undertakes a range of activities requiring the application of acquired skills and knowledge.
- (b) General features at this level consist of performing functions which are defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practices and procedures. Assistance will be readily available. Employees may be responsible for a minor function and/or may contribute specific knowledge and/or specific skills to the work of the organisation. In addition, employees may be required to assist senior workers with specific projects.
- (c) Employees will be expected to have an understanding of work procedures relevant to their work area
- (d) Employees will be responsible for managing time, planning and organising their own work
- (e) Employees at this level could be required to resolve minor work procedural issues in the relevant work area within established constraints.
- (f) Graduates with a tertiary degree that undertake work related to the responsibilities under this level will commence at no lower than pay point A4.

#### **A.2 Responsibilities**

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

- (a) undertake a range of activities requiring the application of established work procedures and may exercise limited initiative and/or judgment within clearly established procedures and/or guidelines;
- (b) achieve outcomes which are clearly defined;
- (c) respond to enquiries;
- (d) assist senior employees with special projects;
- (e) transferred to Band B
- (f) provide secretarial support requiring the exercise of sound judgment, initiative, confidentiality and sensitivity in the performance of work;
- (g) assist with administrative functions;
- (h) implementing activities programmes under limited supervision either individually or as part of a team;

### **A.3 Requirements of the position**

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

- (a) Skills, knowledge, experience, qualification and/or training:
  - (i) basic knowledge of statutory requirements relevant to work;
  - (ii) basic skills in oral and written communication with clients and other members of the public;
  - (iii) knowledge of established work practices and procedures relevant to the workplace;
  - (iv) basic knowledge of organisational policies and activities;
  - (v) good knowledge of the role of the organisation and its services and/or functions
  - (vi) application of techniques relevant to the workplace;
  - (vii) specialists require an understanding of the underlying principles in the discipline;
  - (viii) understanding of basic computing concepts.
- (b) Prerequisites:
  - (i) will have attained previous experience in a relevant industry, service or an equivalent level of expertise and experience to undertake the range of activities required; or
  - (ii) appropriate on - the - job training and relevant experience;
- (c) Organisational relationships:
  - (i) work under regular supervision except where this level of supervision is not required by the nature of responsibilities;
  - (ii) provide limited guidance to a limited number of same classified employees.
- (d) Extent of authority:
  - (i) work outcomes are monitored;
  - (ii) have the freedom to act within established guidelines;
  - (iii) solutions to problems may require the exercise of limited judgment, with guidance to be found in procedures, precedents and guidelines. Assistance will be available when problems occur.

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

- (a) Administration Officer A
- (b) Financial Officer A
- (c) ICT Officer A

## **B. “Band B” Employees**

### **B.1 Characteristics of this level**

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

### **B.2 Responsibilities**

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

- (a) undertake responsibility for various activities in a specialised area;
- (b) exercise responsibility for a function within the organisation;
- (c) allow the scope for exercising initiative in the application of established work procedures;
- (d) assist in a range of functions and/or contribute to the interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of such an employee within the workplace;

- (e) provide secretarial and/or administrative support requiring a high degree of judgment, initiative, confidentiality and sensitivity in the performance of work;
- (f) prepare cash payment summaries, banking reports and bank statements, post journals to ledger etc. and apply purchasing and inventory control requirements;
- (g) assist with or provide a range of records management services, however, the responsibility for the records management service would not rest with the employee;
- (h) perform tasks of a sensitive nature including the provision of more than routine information, the receiving and accounting for moneys and assistance to clients;
- (i) supervise a limited number of lower classified employees or volunteers;
- (j) allow the scope for exercising initiative in the application of established work procedures;
- (k) deliver single stream training programs;
- (l) co-ordinate elementary service programs;
- (m) provide assistance to senior employees;
- (n) where prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
  - (i) undertake some minor phase of a broad or more complex assignment;
  - (ii) perform duties of a specialised nature;
  - (iii) provide a range of information services;
  - (iv) plan and co-ordinate elementary community-based projects or programs;
  - (v) perform moderately complex functions including social planning, demographic analysis, survey design and analysis.
  - (vi) conduct client intake, screening, and referral as directed and under supervision.

### **B.3 Requirements of the job**

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

- (a) Skills, knowledge, experience, qualifications and/or training
  - (i) thorough knowledge of work activities performed within the workplace;



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

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

- (a) Client Service Officer B
- (b) Administrative Officer B

- (c) ICT Officer B
- (d) Financial Officer B
- (e) Children's Contact Service (CCS) Contact Worker
- (f) Human Resource Officer B

## **C. “Band C” Employees**

### **C.1 Characteristics of this level**

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

### **C.2 Responsibilities**

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

- (a) undertake activities which may require the employee to exercise judgment and/or contribute critical knowledge and skills where procedures are not clearly defined;
- (b) perform duties of a specialised nature requiring particular prior knowledge or the development of expertise over time;
- (c) identification of specific or desired performance outcomes;
- (d) contribute to interpretation and administration of areas of work for which there are no clearly established procedures;
- (e) expected to set outcomes and further develop work methods where general work procedures are not defined and could exercise judgment and contribute critical knowledge and skills where procedures are not clearly defined;

- (f) although still under general direction, there is greater scope to contribute to the development of work methods and the setting of outcomes. However, these must be within the clear objectives of the organisation and within budgetary constraints;
- (g) provide administrative support of a complex nature to senior employees;
- (h) exercise responsibility for various functions within a work area;
- (i) conduct client intake, screening, and referral and case management as directed and under supervision.
- (j) undertake a wide range of activities associated with program activity or service delivery;
- (k) undertake computer operations requiring technical expertise and experience and may exercise initiative and judgment in the application of established procedures and practices;
- (l) where the prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
  - (i) liaise with colleagues at a technical/professional level;
  - (ii) conduct discussions with clients face-to-face on intake, screening and personal support matters;
  - (iii) lead a team within a specialised project;
  - (iv) provide a reference, research and/or technical information service;
  - (v) carry out a variety of activities in the organisation requiring initiative and judgment in the selection and application of established principles, techniques and methods;
  - (vi) perform a range of planning functions which may require exercising knowledge of statutory and legal requirements;
  - (vii) assist senior employees with the planning and coordination of a community program of a complex nature.

### **C.3 Requirements of the position**

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

- (a) Skills, knowledge, experience, qualification and/or training:
  - (i) knowledge of statutory requirements relevant to work;
  - (ii) knowledge of organisational programs, policies and activities;
  - (iii) sound discipline knowledge gained through experience, training or education;
  - (iv) knowledge of the role of the organisation and its structure and service;
  - (v) specialists require an understanding of the underlying principles in the discipline.
- (b) Prerequisites for remaining roles in Band C:

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

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

- (a) Family Advisor
- (b) Administrative Officer C
- (c) ICT Officer C
- (d) Financial Officer C
- (e) Aboriginal and Torres Strait Islander Education & Liaison Officer
- (f) Human Resource Officer C
- (g) Family Worker

## **D. “Band D” Employees**

### **D.1 Characteristics of this level**

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

### **D.2 Responsibilities**

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

- (a) responsibility for a range of functions within the organisation requiring a high level of knowledge and skills;
- (b) participate in a moderately complex project, including planning, coordination, implementation and administration;
- (c) set priorities and monitor workflow in the areas of responsibility;
- (d) provide expert advice to employees classified at lower levels and/or volunteers;
- (e) undertake duties that require knowledge of procedures, guidelines and/or statutory requirements relevant to the organisation;
- (f) develop, plan and deliver therapeutic, educational and/or developmental programs and interventions for clients;

- (g) where the prime responsibility lies in professional services, employees at this level would undertake at least some of the following:
  - (i) under general direction undertake a variety of tasks of a specialised and/or detailed nature;
  - (ii) exercise professional judgment within prescribed areas;
  - (iii) carry out planning, studies or research for particular projects under direction
  - (iv) provide reports on progress of program activities including recommendations;
  - (v) exercise a high level of interpersonal skills in dealing with the public and other organisations;

### **D.3 Requirements of the position**

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

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

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

- (a) Counsellor
- (b) Community Educator

- (c) Family Dispute Resolution (FDR) Practitioner
- (d) Family Therapist
- (e) Family Violence (FV) Worker
- (f) Group Facilitator
- (g) ICT Officer D
- (h) Financial Officer D
- (i) New Access Coach
- (j) Children Contact Services (CCS) Support Worker
- (k) Administrative Officer D
- (l) Project Officer D
- (m) Human Resource Officer D
- (n) Intern practitioner
- (o) Office Coordinator



## **E. “Band E” Employees**

### **E.1 Characteristics of this level**

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

### **E.2 Responsibilities**

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

- (a) undertake significant projects and/or functions involving the use of analytical skills;
- (b) undertake specialised functions under a wide range of conditions to achieve results in line with organisation goals;
- (c) exercise managerial control, involving planning, direction, control and elevation of operations for a major single or multi-specialist operation;
- (d) undertake a range of duties within the work area, including developing work practices and procedures; problem definition, planning and the exercise of judgment; provide advice on policy matters and contribute to their development;
- (e) negotiate on matters of significance within the organisation with other department or groups;
- (f) provide advice and support on matters of complexity within the work area and/or specialised area;

## **F. “Band F” Employees**

### **F.1 Characteristics of this level**

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

### **F.2 Responsibilities**

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

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

- (h) develop appropriate methodology and apply proven techniques in providing specialised services
- (i) where prime responsibility lies in a professional field an officer at this level:
  - (i) controls and co-ordinates projects/programs within an organisation in accordance with corporate goals;
  - (ii) provides a consultancy service to a wide range of clients;
  - (iii) functions may involve complex professional problem solving;
  - (iv) provides advice on operations, programs, procedures, policies and/or processes, and contributes to their development.

### **F.3 Requirements of the position**

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

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

this level may have a significant effect on program/project/work areas being managed.

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

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

## **G. “Band G” Employees**

### **G.1 Characteristics of this level**

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

### **G.2 Responsibilities**

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

- (a) undertake work of significant scope and complexity. A major portion of the work requires initiative;
- (b) undertake duties of innovative, novel and/or critical nature with little or no professional direction;
- (c) undertake functions across a range of administrative, specialist or operational areas which include specific programs or activities, management of services delivery and the provision of high-level advice;

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

### **G.3 Requirements of the position**

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

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

- (c) Organisational relationships:
  - (i) works under limited direction;
  - (ii) normally supervises other employees and establishes and monitors work outcomes
- (d) Extent of authority:
  - (i) may manage section;
  - (ii) has significant delegated authority;
  - (iii) selection of methods and techniques based on sound judgment (guidance not always readily available within the organisation). Decisions and actions taken at this level may have a significant effect on program/project/work areas being managed.

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

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

## Schedule 2.2—Model flexibility term

(regulation 2.08)

### Model flexibility term

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



- (5) The employer or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if the employer and employee agree in writing—at any time.

30 August 2019

**IN THE FAIR WORK COMMISSION**

**FWC Matter No.: AG 2019/2244**

**Applicant: Relationships Australia Canberra & Region Incorporated**

**Section 185 – Application for approval of a single enterprise agreement**

**Undertakings - Section 190**

I, Bernadette Carroll, Acting Chief Executive Officer for Relationships Australia Canberra & Region Incorporated give the following undertakings with respect to the Relationships Australia Canberra & Region Incorporated Enterprise Agreement 2019 ("the Agreement"):

1. I have the authority given to me by Relationships Australia Canberra & Region Incorporated to provide this undertaking in relation to the application before the Fair Work Commission.
2. Relationships Australia Canberra & Region Incorporated undertakes that in the event of an inconsistency between the terms of the Relationships Australia Canberra & Region Incorporated Enterprise Agreement 2019 and the National Employment Standards (NES), and the NES provides a greater benefit to an employee, the NES provision will apply to the extent of the inconsistency.
3. Relationships Australia Canberra & Region Incorporated undertakes that where a pregnant employee is transferred to a safe job, RACR will pay the employee at the employee's full rate of pay for the position she was in before the transfer and there will be no other change to the employee's terms and conditions of employment.
4. Relationships Australia Canberra & Region Incorporated undertakes that where casual employees work more than 10 paid hours in a single day and/or shift or work more than 38 hours per week (or 76 hours per fortnight), they will be entitled to overtime rates for the additional hours worked beyond the aforementioned time spans.
5. Ordinary hours may be worked 7am - 9pm Monday to Friday.
6. When an employee is required to work more than one hour after their rostered finishing time, they will either be provided with an adequate meal or paid a meal allowance of \$13.29. Where overtime work exceeds four hours, they will either be provided with a further adequate meal or paid an additional meal allowance of \$13.29. This will not apply where the employee could reasonably return home for a meal within the meal break.
7. The ordinary hours of work for each permanent employee working on a roster will be displayed on a fortnightly roster in a place conveniently accessible to employees. The roster will be posted at least two weeks before the commencement of the roster period.

8. An employee recalled to work for overtime after leaving work premises and who is required to work for more than four hours will be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours' overtime; all such time will be counted as time worked.
9. A permanent employee will be granted a break of at least 10 hours between the end of one day's work and the beginning of the next. Where 10 hours have not lapsed between the end of one day's work and the beginning of their next scheduled shift, they will be paid for their ordinary rostered hours until they have received a 10 hour break. If the employee is required to work before a 10 hour break has occurred, the employee will be paid at the rate of double time until they are released from work for 10 hours, during which there will be no loss of their ordinary pay.
10. An employee will be allowed a break of not less than 10 hours between the end of one shift or period of work and the start of another, except in the case of a shift contiguous with a sleepover where this may be decreased to eight (8) hours by agreement between employer and employee.
11. By agreement, an employee may agree to supervise clients off-site. Monday to Friday, payment will be at ordinary rates of pay between 8am and 6pm, to a maximum of 10 hours per day. All other hours must be paid at either overtime rates or Time off instead of payment for overtime rates in line with clause 31.3 of the Agreement. If a sleepover is involved, payment will be in line with clause 27.4 of the agreement. Where an employee involved in overnight excursion activities is required to work on a Saturday and/or Sunday, the days worked in the two week cycle, including that weekend, will not exceed 10 days
12. For all authorised overtime worked Monday to midday Saturday, permanent employees will be paid, or compensated with TOIL by agreement as per clause 31.3 of this Agreement, at the rate of time and a half for the first three hours and double time thereafter. Casual employees will be paid at the rate of time and a half for the first three hours and double time thereafter.
13. Where the employer requires an employee to install and/or maintain a telephone for the purpose of being on call, the employer will refund the installation costs and the subsequent rental charges on production of receipted accounts.
14. Where work continues for more than two hours in temperatures exceeding 46 degrees Celsius employees will be entitled to 20 minutes rest after every two hours' work without deduction of pay. It will be the responsibility of the employer to ascertain the temperature.
15. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



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Bernadette Carroll  
Acting Chief Executive Officer  
Relationships Australia Canberra & Region Incorporated

30 August 2019

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Date