

---

# CatholicCare Wollongong

(CATHOLIC FAMILY WELFARE SERVICES)

## ENTERPRISE AGREEMENT 2013



*CatholicCare*  
*Diocese of Wollongong*

## ARRANGEMENT

1.	DEFINITIONS.....	4
2.	APPLICATION AND OPERATION.....	6
2.1	Title.....	6
2.2	Coverage of Agreement .....	6
2.3	Objectives.....	6
2.4	Operation and Variation .....	7
2.5	Relationship between the National Employment Standards and this Agreement.....	7
2.6	Relationship to Existing Awards, Agreements etc.....	7
2.7	No Extra Claims .....	7
2.8	Duress.....	8
2.9	The Mission and Values of CatholicCare Wollongong as a Catholic Employer .....	8
3.	EMPLOYMENT REQUIREMENTS.....	9
4.	HOURS OF WORK .....	11
4.1	General.....	11
4.2	Flextime .....	11
4.3	Breaks .....	13
4.4	Rosters .....	13
4.5	Broken Shifts.....	13
4.6	Overtime .....	15
4.7	Minimum Call-Back.....	16
4.8	Minimum Breaks Between shifts.....	16
5.	CLASSIFICATIONS & REMUNERATION.....	17
5.1	Classifications.....	17
5.2	Salaries .....	22
5.3	Salary Packaging .....	22
5.4	Penalties and Loadings .....	22
5.5	Higher Duties .....	23
6	ALLOWANCES.....	24

6.1	First Aid .....	24
6.2	Travel and Vehicle Allowance .....	24
6.3	On-Call Allowance .....	25
6.4	Meal Allowance .....	25
6.5	Sleepover Allowance .....	25
6.6	Clinical Supervision .....	26
7	LEAVE CONDITIONS .....	27
7.1	Annual Leave.....	27
7.2	Cashing Out Accrued Annual Leave.....	27
7.3	Personal/Carer's leave .....	28
7.4	Compassionate leave .....	29
7.5	Community Service Leave .....	30
7.6	Long Service Leave .....	30
7.7	Parental Leave.....	31
7.8	Study Leave.....	32
7.9	Public Holidays .....	32
8	TERMINATION OF EMPLOYMENT & REDUNDANCY.....	33
8.1	Notice of Termination and Redundancy Pay .....	33
8.2	Model Consultation Clause.....	34
9	SUPERANNUATION.....	37
10	DISPUTE RESOLUTION .....	38
10.1	Model Dispute Resolution Procedures Clause .....	38
11	INDIVIDUAL FLEXIBILITY AGREEMENTS.....	40
12	SIGNATORIES TO AGREEMENT .....	42
	APPENDIX 1 - SALARY RATES & CLASSIFICATIONS .....	43

## 1. DEFINITIONS

“**Act**” refers to *Fair Work Act 2009 (Cth)*.

“**Agreement**” means the CatholicCare Wollongong (Catholic Family Welfare Services) Enterprise Agreement 2013.

“**ASU**” means the Australian Municipal, Administrative, Clerical and Services Union of NSW & ACT Services Branch.

“**Casual Employee**” means an Employee who is engaged and paid as such but will not include a part-time or full-time employee.

“**CatholicCare Wollongong**” means the Employer.

“**NES**” means the National Employment Standards contained in Part 2-2 of the Act.

“**Continuous Service**” is service under one or more contracts of employment, including any period of authorised leave or authorised absence and any period of part time work. No leave entitlements will accrue during unpaid period/s of leave or absence.

“**Employee**” means any person employed by CatholicCare Wollongong (Catholic Family Welfare Services) whose duties, responsibilities and classifications are contained within the terms of this Agreement.

“**Employer**” means CatholicCare Wollongong (Catholic Family Welfare Services).

“**Fulltime Employee**” means an employee who works thirty eight hours per week.

“**IEU**” means the Independent Education Union of Australia.

“**Ordinary Hours**” Refers to work performed between 7:00am and 6.30pm Monday to Sunday.

“**Ordinary Rate of Pay**” means the hourly rate for the relevant classification in Appendix 1.

“**Parental Leave**” means Maternity Leave, Paternity Leave and Adoption Leave.

“**Part Time Employee**” is an Employee engaged to work less than 38 hours per week.

“**Parties**” means the Employer, the Employees, the ASU and the IEU.

“**Probation**” refers to a trial period of an Employee’s employment during which the Employee’s suitability and performance are assessed.

“**Public Holiday**” means the following days: New Year’s Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen’s Birthday, Labour Day, Christmas Day, Boxing Day, or any other day, or part-day, declared or prescribed by or under a law of New South Wales to be observed as a public holiday within the area in which the service is situated, other than a day or part-day that is excluded by the *Fair Work Regulations 2009*

(*Cth*) from counting as a public holiday. To avoid doubt the term “Public Holiday” in this Agreement does not include bank holidays.

“**Shift Worker**” refers to an Employee who is regularly rostered to work outside Ordinary Hours.

“**Temporary Employee**” means an Employee, other than a Casual, engaged on a non-permanent basis for a specific task or project and may be employed on a full-time or part-time temporary basis. Reasons for the engagement of a Temporary Employee may include:

- Where an Employee is employed to replace another Employee on leave or secondment;
- Where an Employee is employed to fill a vacancy until such time as a permanent appointment is made; this will generally be no more than 12 months;
- Where an Employee is employed for a specific task, project, programme or initiative which is subject to funding.

Temporary Employees will be advised in writing prior to accepting a position that it is temporary, the expected duration of the appointment and the reason why it is a temporary position.

## 2. APPLICATION AND OPERATION

---

### 2.1 Title

---

2.1.1 The title of this Agreement is the CatholicCare Wollongong (Catholic Family Welfare Services) Enterprise Agreement 2013 (**“the Agreement”**).

### 2.2 Coverage of the Agreement

---

2.2.1 The Agreement covers and applies to:

- a) The Employer; that is the CatholicCare Wollongong (Catholic Family Welfare Services)
- b) Employees employed by the Employer whose duties, responsibilities and classifications are contained within the terms of this Agreement

### 2.3 Objectives

---

**In reaching this Agreement the parties acknowledge:**

- 2.3.1 The need to maintain a working environment that is consistent with the Employer’s Ministry on behalf of the Catholic Church.
- 2.3.2 That Employees recognise the need to be productive and efficient.
- 2.3.3 A mutual responsibility to maintain and develop the standard of work with the Employer and the public perception of its staff and service.
- 2.3.4 That Employees have a responsibility and commitment to attend professional development activities.
- 2.3.5 That Employees recognise a need to attend and participate on Employer Committees, including those that may be outside their program; committees as deemed necessary by the employer.
- 2.3.6 Employees recognise and acknowledge the need for flexibility to provide an accessible and seamless service to clients when required.
- 2.3.7 Employees recognise and acknowledge the not-for-profit status of the Employer and its reliance on external funding.

**2.3.8** Employees recognise the need to support the Employer's Fund Raising activities.

**2.3.9** The need to maintain the long term financial viability of the Employer.

## **2.4 Operation and Variation**

---

This Agreement commences operation 7 days after it is approved by Fair Work Australia and shall remain in force for a period of 3 years thereafter unless varied or terminated earlier by the provisions provided by the Act. After its expiry, the Agreement shall continue to operate until it is replaced or terminated under the Act.

## **2.5 Relationship between the National Employment Standards and this Agreement**

---

The National Employment Standards in the Act apply to employees covered by this Agreement, except where this Agreement provides for a more favourable outcome for an Employee in a particular respect.

## **2.6 Relationship to Existing Awards, Agreements etc**

---

**2.6.1** This Agreement replaces all existing awards, agreements and memoranda of understanding which have previously applied at the Employer.

**2.6.2** This Agreement shall stand alone and apply to the exclusion of all other Federal or State agreements, awards or memoranda of understanding that would otherwise apply to the employment of any of the Employees subject to this Agreement.

**2.6.3** The parties acknowledge the Equal Remuneration Order made by Fair Work Australia on 22 June 2012 ([MA000100 PR525485](#)). This Agreement has no effect to the extent that it is less beneficial to the employee when compared to a term of the Equal Remuneration Order dated 22 June 2012.

## **2.7 No Extra Claims**

---

This Agreement settles all claims in relation to the terms and conditions of employment of the Employees and the Parties will not pursue any extra claims during the term of this Agreement.

## **2.8 Duress**

---

This Agreement was not entered into under duress by any party to it.

## **2.9 The Mission and Values of CatholicCare Wollongong as a Catholic Employer**

---

All Employees agree to support the mission and values of CatholicCare Wollongong and respect the values and teachings of the Catholic Church.

### **3. EMPLOYMENT REQUIREMENTS**

---

#### **3.1 Employment Status**

---

Employees may be employed as:

- a) Fulltime permanent employees;
- b) Part time permanent employees;
- c) Casual Employees; or
- d) Temporary Employees, who may be engaged on either a full time or part time basis.

#### **3.2 Probation**

---

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

Upon commencement, an Employee will be advised of their work responsibilities, the standards of work expected of them and the standard of conduct expected of them. The Employee should receive regular feedback and reasonable support during the probation period to assist him/her to achieve the required performance standards.

If, during the probationary period, an Employee is absent from work for any reason in excess of one week, the Employer may extend the probationary period by a period equal to the period of absence.

If an Employee's performance in the job during the probationary period is not satisfactory, despite reasonable support being provided by the Employer to the Employee, the Employer may terminate the employment by giving one week's notice or payment in lieu of notice. Similarly, an Employee may terminate their employment during the probationary period by the giving of one week's notice.

#### **3.3 Location for performance of work**

---

It shall be a term of employment that all Employees may be required to work from more than one location(s) depending on service requirements.

The Employer will have regard to reasonable travel distances and generally, Employees will not be required to work outside their regular region.

The regions will be: Wollongong, Macarthur, Southern Highlands and Shoalhaven.

Employees will receive no less than 10 weeks' notice if required by the Employer to change work locations on a permanent basis. The Employer may give less notice in emergencies or for the temporary replacement of an absent or ill employee.

## 4. HOURS OF WORK

---

### 4.1 General

---

- 4.1.1 The ordinary hours of a Fulltime Employee, exclusive of meal breaks, shall be 38 hours per week to be worked in not more than 8 hours on any day subject to the provisions of Clause 4.2 Flextime.
- 4.1.2 Ordinary hours of work for Employees are 7am to 6.30pm Monday to Sunday.
- 4.1.3 The minimum start on any day for a Casual and Part-time Employee shall be 1 hour for Homecare Employees and 2 hours for all other Employees.

### 4.2 Flextime

---

- 4.2.1 This clause applies to all Employees other than Homecare Employees and Casual Employees.
- 4.2.2 The Employer provides the opportunity for Employees to work flextime to meet the needs of the Employer and Employees. The operational requirements of the Employer take priority over the needs of the Employee.
- 4.2.3 Employees are expected to be present during the core business of their programs. Employees are expected to work at least the core business hours of their program each day unless their line manager gives prior approval.
- 4.2.4 Employees can choose to work flexible hours within the bandwidth of Ordinary Hours covered by this Agreement provided the conditions of this Clause are met.
- 4.2.5 Time worked in excess of an Employee's standard number of hours per fortnight specified in their contract of employment may be accrued as flextime to a maximum of 2 days for Fulltime Employees and pro-rata for Part-time Employees.

#### 4.2.6 Hours Of Work

Each Employee is employed for the standard number of hours per fortnight specified in their contract of employment

Employees are expected to be present during the core business of their programs eg casework appointments, group work, counselling appointments, case conferences, education sessions, team meetings, professional guidance.

Fulltime employees are expected to work at least the core business of their program per day unless the line manager gives prior approval. Part-time staff should negotiate this with their line manager.

#### **4.2.7 Flextime Accruals**

In order to ensure the wellbeing of CatholicCare Employees it is important that they have not accrued more than two of their standard days at any one time without the prior approval of their line manager. For Fulltime staff on 38 hours per week this equates to 15.2 hours. This limit applies on a pro rata basis for Part-time staff i.e. 2/5ths of their standard weekly hours. Where there is no prior approval, hours in excess of this limit will be forfeited.

Fulltime staff may accrue a negative balance of flextime up to 10 hours at any one time (pro rata for Part-time staff). Arrangements should be made to achieve a zero or positive balance as soon as practicable.

If an Employee is continually seeking approval for excessive flextime credits or debits the line manager may review the role and/or the employee's workload management and make any necessary adjustments.

#### **4.2.8 Taking Flex Leave**

Full-time staff choosing to participate in flextime arrangements may take up to a maximum of two full days of approved flex leave in any two week period. This may be taken in conjunction with annual leave.

Employees are required to discuss with their line manager and obtain approval prior to taking flex leave. Flex leave is to be noted on Employees' time sheets.

Employees who are sick on an approved flex day may apply for sick leave instead of flex leave if a medical certificate is provided.

Except in exceptional circumstances, and only with the authorisation of the Executive Manager, Employees are not to use flex leave to cover periods of illness even when they have exhausted their sick leave entitlements.

#### **Resignation or Retirement**

All Employees who resign or retire from CatholicCare must ensure that their flextime balance is nil. Flextime credits will not be paid out unless special approval is given by the Executive Manager. Employees who have a flextime debit on resignation or retirement will have the value of the debit deducted from any monies owing at that time.

#### **4.2.9 Management of Time Keeping**

Any breach of the flextime or timekeeping requirements will be reported to the Executive Manager.

Repeated infringements may result in an Employee being removed from flextime provisions and placed on standard hours.

### **4.3 Breaks**

---

- 4.3.1** All Employees who work more than 5 hours in a day should take an unpaid meal break of between 30 and 60 minutes at a convenient time, but no later than after 5 hours, except by mutual agreement between the Employer and Employee.
- 4.3.2** An Employee may work through a meal break by mutual agreement. However, the Employee must take a meal break later that same day.
- 4.3.3** In addition to the meal break, an Employee rostered to work 3 hours or more a day, will be entitled to a paid 10 minute tea break in each three hour period worked at a time to be agreed between the Employer and Employee.

### **4.4 Rosters**

---

- 4.4.1** The ordinary hours of work for each Employee will be displayed on a fortnightly roster in a place conveniently accessible to Employees or specified in their contract of employment. The roster will be posted in a place at least two weeks before the commencement of the roster period where practicable.
- 4.4.2** Rostering arrangements and changes to roster may be communicated by telephone, text buddy, direct contact, mail, email or facsimile.
- 4.4.3** The Employer is not required to display any roster of the ordinary hours of work of casual or relieving staff.

#### **Change in Rosters**

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

#### **Client Cancellation**

- 4.4.5** Where a client cancels or changes the rostered home care service, an Employee will be provided with notice of a change in roster by 5.00pm the day prior and in such circumstances no payment will be made to the Employee. If an Employee does not receive such notice or the client is not home when the Employee arrives, and the Employee cannot be allocated to another client, the Employee will be entitled to receive payment for their minimum specified hours on that day.

## Employee Refusal

**4.4.6** An Employee may refuse to work a shift in circumstances where the working of such a shift would result in the Employee working hours, which are unreasonable. What is unreasonable or otherwise will be determined having regard to:

- a) any risk to Employee's health or safety;
- b) the Employee's personal circumstances including any family and carer responsibilities;
- c) the needs of the workplace;
- d) the notice (if any) given by the Employer of the shift and by the Employee of his or her intention to refuse it; and
- e) any other relevant matter.

**4.4.7** If without good reason, Home Care Employees refuse shifts offered by the Employer, the Employer will not guarantee to replace those shifts to make up the Employee's minimum hours and the Employee will only be paid for time worked if these hours are below the minimum hours as set out in their Contract of Employment.

## 4.5 Broken Shifts

---

**4.5.1** A broken shift means a single shift worked by an Employee that includes one or more breaks of more than 1 hour (other than a meal break or tea break) on any one day, where the time between commencement and termination of the broken shift shall not exceed 12 hours.

**4.5.2** Home Care Employees who work broken shifts shall receive the following per shift allowance:

From the first full pay period commencing on or after 1 July 2013	From the first full pay period commencing on or after 1 July 2014	From the first full pay period commencing on or after 1 July 2015
\$7.59	\$7.97	\$8.37

**4.5.3** Payment for a broken shift will be at ordinary pay with penalty rates and shift allowances in accordance with clause 5.4.2 Penalties for Shift workers, with shift allowances being determined by the commencing time of the broken shift.

**4.5.4** An Employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.

## **4.6 Overtime**

---

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

### **Full-time Employees**

- a) A Full-time Employee who works overtime will be paid at the rate of time and one half for the first two hours and double time thereafter for all work done in addition to their rostered ordinary hours on any day.
- b) Overtime rates under this clause will be in substitution for, and not cumulative upon, the shift premiums prescribed in clause 5.4.1– Weekend Penalties and clause 5.4.2– Penalties for Shift Workers.

### **Part-time Employees**

All time worked by Part-time Employees in excess of 76 hours per fortnight will be paid for at the rate of time and one half for the first two hours and double time thereafter.

### **Time Off in Lieu of Overtime**

By mutual agreement, an Employee may be compensated by way of time off instead of payment of overtime (time for time) 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 the 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; and
- c) an Employee cannot be compelled to take time off instead of payment for overtime.

### **Employee Refusal**

An Employee may refuse to work overtime in circumstances where working such overtime would result in the Employee working hours, which are unreasonable. What is unreasonable or otherwise will be determined having regard to:

- a) any risk to Employee's health or safety;

- b) the Employee's personal circumstances including any family and carer responsibilities;
- c) the needs of the workplace;
- d) the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it; and
- e) any other relevant matter.

#### **4.7 Minimum Call-Back**

---

Where Employees are called back with less than 12 hours' notice they shall receive a minimum payment of 3 hours at the appropriate rate for each call back of less than 3 hours. The call back payment will not be paid in conjunction with the On Call Allowance in Clause 6.3.

#### **4.8 Minimum Breaks Between Shifts**

---

**4.8.1** An Employee will be allowed a break of not less than 10 hours between the end of one shift or period of duty and the commencement of another.

## 5. CLASSIFICATIONS & REMUNERATION

---

### 5.1 Classifications

5.1.1 Employees will be advised in writing of their classification upon commencement and of any subsequent changes to their classification.

5.1.2 The classifications are as follows:

#### **CATHOLICCARE SOCIAL & COMMUNITY WORKER**

##### **Social & Community Worker Level 1**

An Employee at this level:

- will work under regular direction within clearly defined guidelines
- will undertake a range of activities requiring the application of acquired skills and knowledge
- will have an understanding of work procedures relevant to his/her work area
- may provide assistance to lower classified employees or volunteers
- may be required to assist senior workers with specific projects
- possesses sound communication and interpersonal skills

##### **Social & Community Worker Level 2**

An Employee at this level:

- will work under general direction
- will undertake a range of activities solving problems of limited difficulty using knowledge, judgement and work organisational skills acquired through qualifications and/or previous work experience
- will exercise initiative in the application of established work procedures
- may be required to supervise a limited number of lower classified employees or volunteers
- may be required to assist senior workers
- possesses high level communication and interpersonal skills

##### **Social & Community Worker Level 3**

An Employee at this level:

- will work under general direction with greater scope to contribute to the development of work methods and the setting of outcomes
- will undertake a range of activities solving problems of a complex nature exercising knowledge, judgement and work organisational skills acquired through qualifications and/or previous work experience in his/her relevant discipline

- may be required to exercise judgement and /or contribute critical knowledge and skills where procedures are not clearly defined
- may contain a substantial component of supervision
- may be required to provide support of a complex nature to senior workers
- possesses high level communication and interpersonal skills

#### **Social & Community Worker Level 4**

An Employee at this level:

- will work under general direction from senior employees
- will undertake a range of functions requiring the application of a high level of knowledge and skills to achieve results in line with the organisations goals
- will be required to set priorities and monitor workflows in their area of responsibility
- may contain a substantial component of supervision and leadership
- may be required to provide expert advice to employees classified at lower levels and/or volunteers
- exercise a high level of interpersonal skills in dealing with employees, the public and other organisations

#### **CARE SUPPORT WORKER**

##### **Care Support Worker Level 1**

An Employee at this level:

- will have less than 12 months experience in the industry
- will be provided with training including on the job training
- will undertake broad tasks involving the utilisation of a range of basic skills in the provision of domestic assistance and support
- will have routine and clearly defined work activities
- may be required to assist senior workers
- possesses basic oral and written communication skills

##### **Care Support Worker Level 2**

An Employee at this level:

- will have previous experience in the industry or have satisfactorily completed 260 hours at Care Support Worker Level 1
- will undertake broad tasks involving the utilisation of a range of developed skills in the provision of domestic assistance and support
- will perform work within general guidelines but with scope to exercise discretion
- may be required to assist in on the job training of Level 1 Care Support Workers
- possesses sound oral and written communication skills

## **CatholicCare Support Services Worker**

### **Support Services Worker Level 1**

An Employee at this level:

- will work under close direction within clearly defined guidelines
- will undertake clearly defined activities requiring the application of basic skills and knowledge
- will receive extensive on the job training including familiarisation with the goals and objectives of the workplace
- may be required to assist senior workers with specific projects
- possesses basic communication and interpersonal skills
- will provide general clerical and administrative support
- will operate office equipment and information technology systems and software appropriate to tasks to be completed

### **Support Services Worker Level 2**

An Employee at this level:

- will work under general direction
- will undertake a range of activities solving problems of limited difficulty using knowledge, judgement and work organisational skills acquired through qualifications and/or previous work experience
- will exercise initiative in the application of established work procedures
- may be required to supervise a limited number of lower classified employees or volunteers
- may be required to assist senior workers
- possesses high level communication and interpersonal skills
- will provide information to employees classified at lower levels and/or volunteers
- will operate office equipment and information technology systems and software appropriate to tasks to be completed

### **Support Services Worker Level 3**

An Employee at this level:

- will work under general direction with greater scope to contribute to the development of work methods and the setting of outcomes
- will undertake a range of activities solving problems of a complex nature exercising knowledge, judgement and work organisational skills acquired through qualifications and/or previous work experience in his/her relevant discipline
- will be required to exercise judgement and /or contribute critical knowledge and skills where procedures are not clearly defined
- may contain a substantial component of supervision
- may be required to provide support of a complex nature to senior workers
- possesses high level communication and interpersonal skills
- will provide expert advice to employees classified at lower levels and/or volunteers

- will utilise and develop organisational software and databases to contribute to operational activities

#### **Support Services Worker Level 4**

An employee at this level:

- will work under limited direction from senior employees and contribute to the development of work methods and setting of outcomes
- will undertake a range of functions requiring the application of a high level of knowledge and skills to achieve results in line with the organisations goals
- will be required to set priorities and monitor workflows in their area of responsibility
- may contain a substantial component of supervision and leadership
- will be required to provide expert advice to employees classified at all levels
- exercise a high level of interpersonal skills in dealing with employees, the public and other organisations will contribute to business objectives and project completion through development, use and understanding of software and technology

### **SCHOOL STUDENT & FAMILY PROGRAM ('SS&FP') COUNSELLOR**

#### **School Student & Family Program ('SS&FP') Counsellor Classifications**

Progression through the pay points 1 to 7 will be as per Clause 5.2.2

Appointment at Level 1, Paypoint 1 classification will be for new graduates who have limited experience, generally up to 1 year's relevant experience.

Appointment at a higher Paypoint will depend on the Manager's assessment of the person's qualifications, relevant experience and any other relevant factors. **The following is a guide only and may be applied with some flexibility by the Employer:**

- Generally, an Employee with 1-3 years' relevant experience will be appointed to Level 1 paypoint 2.
- Generally, an Employee with 3-4 years' relevant experience will be appointed to Level 1 paypoint 3
- Generally, an Employee with 4-5 years' relevant experience will be appointed to Level 1 paypoint 4
- Generally, an Employee with 5-6 years' relevant experience will be appointed to Level 1 paypoint 5
- Generally, an Employee with 6 or more years' relevant experience will be appointed to Level 1 paypoint 6 or Level 1 paypoint 7.

In considering experience, only that experience gained post qualifications will be counted.

Relevant experience will include experience gained within or outside of the Employer.

A Counsellor in the SS&FP program employed as at 1 April 2013, will translate from their existing classification to the classifications in the Agreement as follows:

Level as at 1 April 2013	New Level under the Agreement
Schools Level 5	Level 1 PP1
Schools Level 6	Level 1 PP2
Schools Level 7	Level 1 PP3
Schools Level 8	Level 1 PP4
Schools Level 9	Level 1 PP5
Schools Level 10	Level 1 PP6
Schools Level 11	Level 1 PP7
Schools Level 12	Level 2 PP1

A Counsellor at Level 1 in the SS&FP may apply to progress to Level 2. The application must be in writing and be supported with evidence to show that they generally meet the following criteria:

- Led the development and promotion of new initiatives or improvements in the Program (e.g. development of a new referral form, creation and promotion of new group work etc.)
- Consistently received high levels of feedback and evaluation from schools (e.g. Principal's evaluation form)
- Supported and mentored new or less experienced counsellors in the SSFP
- Undertaken further tertiary study or training that is relevant to the role
- Participated in supporting the mission of CatholicCare through 'whole of agency' initiatives e.g. an active member on a CatholicCare committee, working party or project
- Ability and willingness to provide clinical supervision
- Led continuous improvement in SSFP through the analysis of RBA and other feedback, including evidence to show that they have recommended and/or implemented strategies to improve service delivery and client outcomes
- Performance appraisals of a consistently high standard

A Counsellor in the SS&FP on Level 2 Paypoint 1 may apply to progress to Level 2 Paypoint 2 after 12 months equivalent fulltime service at Level 2 Paypoint 1. The application will be considered if the criteria at Level 1 have been maintained and/or enhanced.

## **5.2 Salaries**

---

- 5.2.1** Salary classification and rates are as per Appendix 1 of this Agreement. Employees will be notified of their classification upon commencement of employment, or upon commencement of a new position.
- 5.2.2** The pay point will be determined initially on qualifications and experience and progression through the pay points will be based on 12 months equivalent (1982 hours) satisfactory performance at the current level.
- 5.2.3** Wages will be paid fortnightly in arrears by electronic funds transfer into an account nominated by the Employee no later than the Friday following the end of the pay period. The pay day once selected shall not be changed without three months' notice to Employees.
- 5.2.4** The hourly rate for Part-time Employees shall be 1/38<sup>th</sup> of the weekly rate for Fulltime Employees appropriate to the Employee's classification.
- 5.2.5** A Casual Employee will be paid per hour calculated at the rate of 1/38<sup>th</sup> of the weekly rate appropriate to the employee's classification. In addition to the hourly rate Casual Employees will receive a 25% loading instead of the paid leave entitlements accrued by Fulltime Employees.

## **5.3 Salary Packaging**

---

- 5.3.1** Salary packaging will be offered to eligible Fulltime and Part-time Employees who wish to take advantage of the benefits. Employees are able to package and structure their remuneration in accordance with the Employer's salary packaging policy.
- 5.3.2** If, at any time in the future, legislative changes result in Employees losing any benefits referred to in this clause, the Employer will not be required to make up any loss incurred by an Employee as a result of such changes.

## **5.4 Penalties and Loadings**

---

### **5.4.1 Weekend Penalties**

Fulltime, Part-time and Casual Employees will receive time and one half for all time worked on a Saturday and double time for all time worked on Sunday.

### **5.4.2 Penalties for Shift Workers**

- a) A Shift Worker who works an afternoon shift will be paid a loading of 12.5% of their ordinary rate of pay for the whole of such shift. Afternoon shift means

any shift which finishes after 8.00pm and at or before 12 midnight Monday to Friday.

- b) A Shift Worker who works a night shift will be paid a loading of 15% of their ordinary rate of pay for the whole of such shift. Night shift means any shift which finishes after 12 midnight or commences before 6.00am Monday to Friday.
- c) A Shift Worker who works a public holiday shift will be paid a loading of 150% of their ordinary rate of pay for that part of such shift which is on the Public Holiday. A public holiday shift means any time worked between midnight on the night prior to the Public Holiday and midnight of the Public Holiday.

#### **5.4.3 Public Holiday Penalties**

An Employee, other than a Shift Worker, required to work on a Public Holiday shall be paid at the rate of 250% of their normal rate of pay.

#### **5.4.4 Penalties and Loadings not Cumulative**

Where time worked is required to be paid for at more than the Ordinary Rate of Pay, such time will not be subject to more than one penalty or loading, but will be subject to that penalty or loading which is to the Employee's greatest advantage.

### **5.5 Higher Duties**

---

An Employee who is called upon to perform the duties of another Employee in a higher classification under this Agreement, for a period of one day or more, will be paid for the period for which duties are assumed. Employees called upon to perform the duties of an Employee may be paid a percentage of the applicable rate depending on the percentage of the role performed.

## **6. ALLOWANCES**

---

### **6.1 First Aid Allowance**

---

**6.1.1** A weekly first aid allowance of \$16.14 per week will be paid to a Fulltime Employee where:

- a) An Employee is required by the Employer to hold a current first aid certificate; and
- b) The Employee is a designated First Aid Officer and is required by the Employer to perform first aid at the Employer's workplace.

**6.1.2** Eligible Part-time and Casual Employees will receive a pro rata amount.

### **6.2 Travel and Vehicle Allowance**

---

**6.2.1** Where an Employee is called upon by the Employer to use his or her private vehicle for official business and the Employee agrees, the Employer will pay an allowance of \$0.76 per kilometre travelled. This allowance covers all vehicles regardless of engine size.

**6.2.2** No vehicle allowance or travel time will be paid to an Employee for travel to and from work.

**6.2.3** Counsellors in the SS&FP will only be paid a vehicle allowance and travel time for travel to and from a school or office outside of their current region as defined in Clause 3.3 Location for Performance of Work.

**6.2.4** Where a client damages an Employee's private vehicle, the Employee will report the matter to the Employer within 48 hours of such damage occurring.

**6.2.5** Where the Employee reports to the Employer that damage has occurred to their private vehicle by a client, the Employee will then present their private vehicle to the Employer for inspection or provide such evidence as may reasonably be required.

**6.2.6** If damage has occurred to an Employee's private vehicle, caused by a client, and has been reported to the Employer within 48 hours, the Employee will obtain three quotes for repair work or a quote for cleaning which will then be considered by the Employer prior to any repair or cleaning work being carried out.

### **6.3 On-Call Allowance**

---

- 6.3.1** An Employee required by the Employer to be on call (i.e. available for recall to duty) will be paid an allowance of \$16.61 in respect to any 24 hour period or part thereof during the period from the time of finishing ordinary duty on Monday to the time of finishing ordinary duty on Friday.
- 6.3.2** The allowance will be \$32.89 in respect of any other 24 hour period or part thereof, or any public holiday or part thereof.

### **6.4 Meal Allowance**

---

- 6.4.1** An Employee will be supplied with an adequate meal where an Employer has adequate cooking and dining facilities or be paid a meal allowance of \$11.73 in addition to any overtime payment as follows:
  - a) when required to work more than one hour after the usual finishing hour of work or, in the case of shift workers, when the overtime work on any shift exceeds one hour; and
  - b) provided that where such overtime work exceeds four hours a further meal allowance of \$11.06 will be paid.
- 6.4.2** Clause 6.4.1 will not apply when an Employee could reasonably return home for a meal within the meal break.
- 6.4.3** On request, meal allowance will be paid on the same day as overtime is worked.

### **6.5 Sleepover Allowance**

---

- 6.5.1** Sleepover means a continuous period of eight hours during which an Employee is required to sleep at the workplace and be available to deal with any urgent situation which cannot be dealt with by another Employee or be dealt with after the end of the sleepover period.
- 6.5.2** The Employer shall take all reasonable steps to enable the Employee to sleep on the premises including the provision of a bed with privacy including lockable door. Access to a bathroom, toilet and a meal room shall be provided free of charge to the Employee.
- 6.5.3** The sleepover allowance is equivalent to 3 hours payment at the Employee's ordinary rate of pay. Such payment is compensation for the sleepover and for all necessary work up to two hours duration during the sleepover period. Any necessary work in excess of two hours during the sleepover period shall be compensated at overtime rates in addition to the sleepover allowance.

- 6.5.4** When calculating the appropriate shift penalty, pursuant to Clause 5.4.2 – Penalties for Shift Workers, the hours worked prior to the sleepover shall be treated separately to the hours worked after the sleepover.
- 6.5.5** An Employee on a sleepover shall not be required to work more than eight hours before, and/or more than eight hours after a sleepover, unless provision has been made at a workplace to work longer hours for the purpose of providing more continuous leisure time within the roster, and this arrangement has the genuine agreement of the Employees affected.
- 6.5.6** Where such an arrangement as outlined in Sub-clause 6.5.5 is entered into the Employer must ensure that the arrangement does not adversely affect the health and safety of the Employee(s) involved.

## **6.6 Clinical Supervision**

---

- 6.6.1** Employees providing clinical supervision will be paid an allowance of 10% of their standard hourly rate for direct clinical supervision.
- 6.6.2** Administration and travel time for providing clinical supervision will be paid at the Employee's standard hourly rate.

## **7. LEAVE CONDITIONS**

---

### **7.1 Annual Leave**

---

**7.1.1** Annual leave is provided for in the NES. This clause contains additional provisions.

**7.1.2** The Employer may direct Employees to take annual leave where it is reasonable to do so.

**7.1.3** Unless otherwise agreed in writing Counsellors working in the School, Student and Family Program may only take accrued annual leave during non-term time.

Counsellors in the School, Student and Family Program may also apply for unpaid leave during non-term time, if the Counsellor has less than 4 weeks accrued annual leave. Approval of applications for unpaid leave will not unreasonably be withheld, subject to a notice period of 5 weeks and the operational and business needs of the Employer.

Periods of unpaid leave not exceeding 4 weeks in a calendar year will not affect continuity of service or accrual of long service leave.

**7.1.4** In addition to their ordinary pay, an Employee, other than a Shift Worker, will be paid an annual leave loading of 17.5% of their ordinary rate of pay.

### **7.2 Cashing Out Accrued Annual Leave**

---

**7.2.1** Annual leave credited to an Employee may be cashed out as per the NES and is subject to the following conditions:

- a) the Employee must elect in writing to receive pay in lieu of an amount of annual leave;
- b) the Employee must be paid at least the full amount that would have been payable to the Employee had the employee taken the leave that the Employee has forgone;
- c) annual leave can only be cashed out if the Employee's remaining accrued annual leave entitlement is at least 4 weeks and;
- d) the Employer has agreed to the Employee cashing out the annual leave

### 7.3 Personal/Carer's leave

---

- 7.3.1** All Fulltime Employees are entitled to 15 days paid personal(sick)/carer's leave which accrues progressively throughout the year, for use when the Employee is unable to attend work due to illness or injury.
- 7.3.2** Fulltime Employees who have less than 3 months continuous service may, subject to the approval of the Employer, access up to 1 week's Personal/carers leave in advance. Evidence to support the taking of advanced leave must be provided for each occasion. Should the Employee exit the organisation (voluntarily or involuntarily) with a negative leave balance, the Employer may deduct the appropriate amount of monies from any final monies due to the Employee.
- 7.3.3** Should an Employee be absent from work on account of personal sickness or accident, it shall be necessary for the Employee to notify the Employer of such absence, as soon as practicable, prior to the commencement of normal work.
- 7.3.4** The Employee must provide evidence to support an application for personal/carers leave for a period equal to, or exceeding 3 consecutive working days, or where the absence immediately precedes or follows a Public Holiday, or where the Employee has given notice of termination.
- 7.3.5** Where an Employee has taken frequent occasions of sick leave, or taken extended sick leave, such that the Employer requires additional information in relation to the Employee's sickness, then the Employer may take action in accordance with this subclause:
- A.** The Employer may arrange a meeting in order to clarify the position with the Employee. The invitation to the Employee to attend the meeting shall be in writing with sufficient notice for the Employee to reasonably be able to attend the meeting. The invitation shall also refer to the provisions of this clause and shall indicate the grounds for the Employer's concern about personal/carers leave taken by the Employee. The Employer shall invite the Employee to respond verbally at the meeting to the issues raised by the Employer. An Employee shall not unreasonably fail to attend such a meeting where invited by the Employer to do so.
  - B.** After consideration of the employee's response, the Employer may:
    - a) require further evidence of illness; and/or
    - b) require evidence to support any future periods of personal/carers leave for a maximum of 12 months; and/or
    - c) require the employee to undergo a medical examination by a doctor of the Employer's choice (at the Employer's cost) to establish the likely period of absence and/or the ability of the Employee to safely continue in their current role. An Employee shall not unreasonably fail to attend such an examination; and/or

d) discuss with the employee any other action.

**C.** Where an Employee fails to attend a meeting as requested by the Employer pursuant to paragraph A of this subclause, and does not provide a reasonable explanation for such failure, or does not provide further evidence of illness as outlined in paragraph B of this subclause, then following prior written notice the Employer may cease payment of personal/carer's leave if the Employer has reasonable grounds for a belief that the Employee is not entitled to personal/carer's leave for that absence.

**7.3.6** Sick leave is cumulative but unused sick leave is not paid out on termination of the employment contract.

**7.3.7** Part-time Employees are entitled to sick leave on a pro-rata basis.

**7.3.8** Casual Staff are entitled to unpaid personal leave, under this clause and in line with the Act.

## **7.4 Compassionate leave**

---

**7.4.1** Fulltime and Part-time Employees shall be entitled to 2 days paid leave, to spend time with an immediate family or household member on the occasion where that member:

a) contracts or develops a personal illness that poses a serious threat to his or her life. Such leave shall not exceed two working days per occasion; or

b) sustains a personal injury that poses a serious threat to his or her life. Such leave shall not exceed two working days per occasion.

**7.4.2** Fulltime and Part-time Employees shall, on the death of an immediate family or household member of the Employee be entitled to paid leave including the day of the funeral of such relative. Such leave shall not exceed three working days.

**7.4.3** An Employee may be required to provide the Employer with satisfactory evidence of such death, personal illness, or personal injury.

**7.4.4** An Employee need not have been responsible for the care of the immediate family or household member concerned in order to be entitled to compassionate leave.

**7.4.5** Compassionate leave may be taken in conjunction with other leave. In determining such a request the Employer will give consideration to the circumstances of the Employee and the reasonable operational requirements of the business.

**7.4.6** Casual Employees are entitled to not be available to attend work, or to leave work upon the death of an immediate family member or household member. A Casual Employee must notify the Employer as soon as practicable of their intention to access this entitlement and may be required to provide the Employer with satisfactory evidence of such death.

**7.4.7** The Employer and the Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 72 hours (i.e. three days) per occasion. The Casual Employee is not entitled to any payment for the period of non-attendance.

**7.4.8** The Employer must not fail to re-engage a Casual Employee because the Employee accessed the entitlements provided for in this clause. The rights of an Employer to engage or not engage a Casual Employee are otherwise not affected.

## **7.5 Community Service Leave**

---

**7.5.1** Community service leave is provided for the NES.

**7.5.2** Where an Employee is required to undertake jury duty:

- a) An Employee, other than a Casual required to attend for jury service during their ordinary working hours, shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wage they would have received in respect of the ordinary time they would have worked had they not been on jury service.
- b) An Employee shall notify their employer as soon as possible of the date upon which they are required to attend for jury service. Further, the Employee shall give their employer proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

## **7.6 Long Service Leave**

---

**7.6.1** The Employer will apply relevant long service leave legislation to the Employee with the exception that:

**7.6.1.1** From the date of this Agreement coming into effect Employees will accrue long service leave entitlement at the rate of: less than 10 years service, in respect of fulltime service an employee shall accrue 6.5 days per year of service; and 10 or more years of service, in respect of full-time service an employee shall accrue 10 days per year of service.

**7.6.1.2** Prior to the date of this Agreement coming into effect, an Employee's accrual of long service leave was in accordance with the *Long Service Leave Act 1955 (NSW)*.

**7.6.1.3** An Employee may apply to take pro rata long service leave after 7 years continuous service with the Employer. After 7 years of service Employees

can access long service leave in a minimum block of 1 week unless otherwise agreed by the Employer.

**7.6.1.4** Untaken pro rata long service leave will be paid out on termination for employees who have completed at least 7 years continuous service with the Employer, except for termination for reason of serious misconduct.

**7.6.2** Long Service Leave will accrue on the basis of the number of hours worked by the employee.

**7.6.3** Employees must give 8 weeks' notice prior to taking long service leave, or less by mutual agreement or in exceptional circumstances. The minimum length of long service that can be taken at any one time is 1 week.

**7.6.4** Employees, except counsellors in the SS&FP, must have used all their accrued annual leave entitlements before accessing their long service leave.

## **7.7 Parental Leave**

---

**7.7.1** Parental leave is provided for in the NES.

### **Maternity/Adoption Leave Payment**

**7.7.2** An Employee who has at least 12 months continuous service with the Employer as a permanent Fulltime or Part-time Employee is eligible for paid maternity/adoption leave.

**7.7.3** The maternity/adoption leave will be paid on the following basis:

<b><u>Completed</u> Years of Service</b>	<b>Paid Maternity/Adoption Leave</b>
1 Year	9 Weeks
2 Years	11 Weeks
3+ Years	14 Weeks

**7.7.4** Paid maternity/adoption leave may be taken at half pay over an extended period.

**7.7.5** Paid maternity/adoption leave counts as service for accrual purposes.

## **Paternity Leave**

**7.7.6** An Employee who has at least 12 months continuous service with the Employer as a permanent Full-time or Part-time Employee will be entitled to 2 weeks paid paternity leave commencing on the day of birth of the child or on the day on which the mother of the child leaves hospital, or in the case of an adoption, from the date of placement of the child. This paid leave is to be deducted from carer's leave available to the Employee pursuant to Clause 7.3 of this Agreement.

## **7.8 Study Leave**

---

**7.8.1** Study leave is defined as time off during working hours to attend a formal, part-time course of study, run by a recognised institution, resulting in the award of a formal certificate, diploma or degree.

**7.8.2** In order for study leave to be approved, courses chosen by an Employee must be directly relevant to their work with the Employer. Study leave is distinguished from staff development, workshops and training sessions organised or approved by the Director or their delegate as an integral activity of the Employer's work.

**7.8.3** Study leave will only be granted for attendance at formal courses, lectures, examinations, workshops and seminars. It is not available for private study.

**7.8.4** Courses should, where possible, be arranged outside normal working hours.

**7.8.5** The granting of study leave is at the discretion of the Employer. The following points may be considered in the Employer's determination of whether study leave will be granted:

- The relevance of the study to Employer's work.
- The appropriateness of the study for the Employee making the request.
- The impact on the program of the time away by the Employee concerned and any contingency arrangements that can be made.

**7.8.6** Approved study leave may be up to a maximum of four hours per week and 38 hours per annum.

**7.8.7** Part-time Employees may be granted study leave on a pro rata basis.

## **7.9 Public Holidays**

---

Public holidays are provided for in the NES.

## 8 TERMINATION OF EMPLOYMENT & REDUNDANCY

---

### 8.1 Notice of Termination and Redundancy Pay

---

8.1.1 Employment may be terminated by either the Employer or Employee upon the giving of the following notice periods:

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

8.1.2 The Employer may pay provide payment in lieu of notice.

8.1.3 In addition to the notice above, Employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service are entitled to an additional 1 week's notice. Employees over 45 years of age giving notice are not required to give the additional notice.

8.1.4 Notwithstanding the above the Employer may terminate the Employee summarily, that is, without notice, for serious misconduct.

8.1.5 In addition to the notice period above, where a Full-time or Part-time Employee's position is made redundant, the following redundancy entitlements will apply:

Length of continuous service	Redundancy Entitlement	
	Employee under 45 years of age	Employee 45 years of age or over
Less than 1 year	Nil	Nil

Length of continuous service	Redundancy Entitlement	
1 year or over but under 2 years	4 weeks pay	5 weeks pay
2 years or over but under 3 Years	7 weeks pay	8 ¾ weeks pay
3 years or over but under 4 years	10 weeks pay	12 ½ weeks pay
4 years or over but under 5 years	12 weeks pay	15 weeks pay
5 years or over but under 6 years	14 weeks pay	17 ½ weeks pay
6 years and more	16 weeks pay	20 weeks pay

- 8.1.6** In this Clause, a “weeks pay” means the Ordinary Rate of Pay for a week.
- 8.1.7** Employees, at the discretion of the Employer, may not be re-employed for a period equivalent to the amount of redundancy paid to them.
- 8.1.8** If an Employee fails to give the required notice the Employer may withhold from any monies due to the Employee on termination, an amount not exceeding the amount the Employee would have been paid under this Agreement in respect of the period of notice required by this clause, less any period of notice actually given by the Employee.

## 8.2 Consultation Clause

---

- 8.2.1** This clause applies if:
- 8.2.1.1** the Employer has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise; and
  - 8.2.1.2** the change is likely to have a significant effect on Employees of the enterprise.
- 8.2.2** The Employer must notify:
- 8.2.2.1** the relevant Employees of the decision to introduce the major change; and
  - 8.2.2.2** where the relevant Employees are a member of a union, that union.
- 8.2.3** The relevant Employees may appoint a representative for the purposes of the procedures in this clause.

**8.2.4** If:

**8.2.4.1** a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and

**8.2.4.2** the Employee or Employees advise the Employer of the identity of the representative;

the Employer must recognise the representative.

**8.2.5** As soon as practicable after making its decision, the Employer must:

**8.2.5.1** discuss with the relevant Employees:

8.2.5.1.1 the introduction of the change; and

8.2.5.1.2 the effect the change is likely to have on the Employees; and

8.2.5.1.3 measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and

**8.2.5.2** for the purposes of the discussion — provide, in writing, to the relevant Employees:

8.2.5.2.1 all relevant information about the change including the nature of the change proposed; and

8.2.5.2.2 information about the expected effects of the change on the Employees; and

8.2.5.2.3 any other matters likely to affect the Employees.

**8.2.6** However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

**8.2.7** The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

**8.2.8** If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in subclauses (2), (3) and (5) are taken not to apply.

**8.2.9** In this term, a major change is likely to have a significant effect on Employees if it results in:

**8.2.9.1** the termination of the employment of Employees; or

**8.2.9.2** major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or

**8.2.9.3** the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

**8.2.9.4** the alteration of hours of work; or

**8.2.9.5** the need to retrain Employees; or

**8.2.9.6** the restructuring of jobs.

**8.2.10** In this clause, ***relevant Employees*** means the Employees who may be affected by the major change.

## **9 SUPERANNUATION**

---

- 9.2 The Employer will make superannuation contributions in accordance with applicable superannuation legislation.
- 9.3 Employees are able to choose their own superannuation fund to which the Employer will make the required superannuation contribution. However, if no choice is made by an Employee, the Employer will make the required superannuation contribution to its default fund being Catholic Superannuation Fund.

## 10 DISPUTE RESOLUTION

---

### 10.1 Dispute Resolution Procedures Clause

---

**10.1.1** If a dispute relates to:

**10.1.1.1** a matter arising under the Agreement; or

**10.1.1.2** the National Employment Standards;

this clause sets out procedures to settle the dispute.

**10.1.2** An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.

**10.1.3** In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.

**10.1.4** If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.

**10.1.5** The Fair Work Commission may deal with the dispute in two stages:

**10.1.5.1** The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

**10.1.5.2** if the Fair Work Commission is unable to resolve the dispute at the first stage, Fair Work Australia may then:

i) arbitrate the dispute; and

ii) make a determination that is binding on the parties.

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

**10.1.6** While the parties are trying to resolve the dispute using the procedures in this term:

**10.1.6.1** an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and

**10.1.6.2** an Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:

**10.1.6.2.1** the work is not safe; or

**10.1.6.2.2** applicable occupational health and safety legislation would not permit the work to be performed; or

**10.1.6.2.3** the work is not appropriate for the Employee to perform; or

**10.1.6.2.4** there are other reasonable grounds for the Employee to refuse to comply with the direction.

**10.1.7** The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

## 11 INDIVIDUAL FLEXIBILITY AGREEMENTS

---

**11.1.1** An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- a) the Agreement deals with one 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 one or more of the matters mentioned in paragraph (a); and
- c) the arrangement is genuinely agreed to by the Employer and Employee.

**11.1.2** The Employer must ensure that the terms of the individual flexibility arrangement:

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

**11.1.3** 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 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.

**11.1.4** The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

**11.1.5** The Employer or Employee may terminate the individual flexibility arrangement:

- a) by giving no more than 90 days written notice to the other party to the arrangement; or
- b) if the Employer and Employee agree in writing - at any time.

## 12 SIGNATORIES TO AGREEMENT

\_\_\_\_\_

Signed for and on behalf the Employer, CatholicCare Wollongong (Catholic Family Welfare Services)

\_\_\_\_\_

Printed Name, Address and Title

Date: \_\_\_\_\_

**And,**

\_\_\_\_\_

Signed for and on behalf of

\_\_\_\_\_

Printed Name, Address and Title

Date: \_\_\_\_\_

\_\_\_\_\_

Signed for and on behalf of

\_\_\_\_\_

Printed Name, Address and Title

Date: \_\_\_\_\_

## APPENDIX 1 - SALARY RATES & CLASSIFICATIONS

### CATHOLICCARE SOCIAL & COMMUNITY WORKER

	Full time per annum base rate from the first full pay period ('ffpp') commencing on or after 1/7/13	Part time per annum base rate ffpp commencing on or after 1/7/13	Full time per annum base rate ffpp commencing on or after 1/7/14	Part time per annum base rate ffpp commencing on or after 1/7/14	Full time per annum base rate ffpp commencing on or after 1/7/15	Part time per annum base rate ffpp commencing on or after 1/7/15
Level 1 - Paypoint 1	\$41,285	\$20.84	\$43,349.58	\$ 21.88	\$45,517.06	\$22.97
Level 1 - Paypoint 2	\$42,877	\$21.64	\$45,021.19	\$22.72	\$47,272.25	\$23.86
Level 1 - Paypoint 3	\$44,481	\$22.45	\$46,705.54	\$23.57	\$49,040.82	\$24.75
Level 1 - Paypoint 4	\$46,247	\$23.34	\$48,558.90	\$24.51	\$ 50,986.84	\$25.73
Level 2 - Paypoint 1	\$47,465	\$23.96	\$49,838.07	\$25.15	\$52,329.98	\$26.41
Level 2 - Paypoint 2	\$49,160	\$24.81	\$51,618.50	\$26.05	\$54,199.42	\$27.36
Level 2 - Paypoint 3	\$50,845	\$25.66	\$53,387.35	\$26.95	\$56,056.72	\$28.29
Level 2 - Paypoint 4	\$52,523	\$26.51	\$55,149.26	\$27.83	\$57,906.72	\$29.23
Level 2 - Paypoint 5	\$54,351	\$27.43	\$57,068.60	\$28.80	\$59,922.03	\$30.24
Level 3 - Paypoint 1	\$55,777	\$28.15	\$58,565.41	\$29.56	\$61,493.68	\$31.04
Level 3 - Paypoint 2	\$57,334	\$28.94	\$60,201.13	\$30.38	\$63,211.19	\$31.90
Level 3 - Paypoint 3	\$58,892	\$29.72	\$61,836.85	\$31.21	\$64,928.70	\$32.77
Level 3 - Paypoint 4	\$60,428	\$30.50	\$63,449.43	\$32.02	\$66,621.90	\$33.63
Level 4 - Paypoint 1	\$61,986	\$31.29	\$65,085.15	\$32.85	\$68,339.41	\$34.49
Level 4 - Paypoint 2	\$64,583	\$32.60	\$67,812.51	\$34.23	\$71,203.14	\$35.94
Level 4 - Paypoint 3	\$67,323	\$33.98	\$70,689.21	\$35.68	\$74,223.67	\$37.46
Level 4 - Paypoint 4	\$70,141	\$35.40	\$73,648.10	\$37.17	\$77,330.51	\$39.03

## Homecare Employees

Care Support Worker	Annual ffpp commencing on or after 1/7/13	Part time ffpp commencing on or after 1/7/13	Annual ffpp commencing on or after 1/7/14	Part time ffpp commencing on or after 1/7/14	Annual ffpp commencing on or after 1/7/15	Part time ffpp commencing on or after 1/7/15
Level 1	\$38,183	\$19.27	\$40,092	\$20.23	\$42,097	\$21.25
Level 2	\$39,669	\$20.02	\$41,652	\$21.01	\$43,734	\$22.07

## SUPPORT SERVICES

	Full time per annum base rate ffpp commencing on or after 1/7/13	Part time per annum base rate ffpp commencing on or after 1/7/13	Full time per annum base rate ffpp commencing on or after 1/7/14	Part time per annum base rate ffpp commencing on or after 1/7/14	Full time per annum base rate ffpp commencing on or after 1/7/15	Part time per annum base rate ffpp commencing on or after 1/7/15
Level 1 - Paypoint 1	\$36,655	\$18.50	\$38,487.56	\$19.43	\$40,411.94	\$20.40
Level 1 - Paypoint 2	\$37,877	\$19.12	\$39,771.36	\$20.07	\$41,759.93	\$21.08
Level 1 - Paypoint 3	\$39,101	\$19.73	\$41,056.33	\$20.72	\$43,109.14	\$21.76
Level 1 - Paypoint 4	\$41,285	\$20.84	\$43,349.58	\$21.88	\$45,517.06	\$22.97
Level 1 - Paypoint 5	\$42,877	\$21.64	\$45,021.19	\$22.72	\$47,272.25	\$23.86
Level 2 - Paypoint 1	\$47,465	\$23.96	\$49,838.07	\$25.15	\$52,329.98	\$26.41
Level 2 - Paypoint 2	\$49,160	\$24.81	\$51,618.50	\$26.05	\$54,199.42	\$27.36
Level 2 - Paypoint 3	\$50,845	\$25.66	\$53,387.35	\$26.95	\$56,056.72	\$28.29
Level 2 - Paypoint 4	\$52,523	\$26.51	\$55,149.26	\$27.83	\$57,906.72	\$29.23
Level 2 - Paypoint 5	\$54,351	\$27.43	\$57,068.60	\$28.80	\$59,922.03	\$30.24
Level 3 - Paypoint 1	\$55,777	\$28.15	\$58,565.41	\$29.56	\$61,493.68	\$31.04
Level 3 - Paypoint 2	\$57,334	\$28.94	\$60,201.13	\$30.38	\$63,211.19	\$31.90
Level 3 - Paypoint 3	\$58,892	\$29.72	\$61,836.85	\$31.21	\$64,928.70	\$32.77
Level 3 - Paypoint 4	\$60,428	\$30.50	\$63,449.43	\$32.02	\$66,621.90	\$33.63

Level 4 - Paypoint 1	\$61,986	\$31.29	\$65,085.15	\$32.85	\$68,339.41	\$34.49
Level 4 - Paypoint 2	\$64,583	\$32.60	\$67,812.51	\$34.23	\$71,203.14	\$35.94
Level 4 - Paypoint 3	\$67,323	\$33.98	\$70,689.21	\$35.68	\$74,223.67	\$37.46
Level 4 - Paypoint 4	\$70,141	\$35.40	\$73,648.10	\$37.17	\$77,330.51	\$39.03

**SCHOOL STUDENT & FAMILY PROGRAM ('SS&FP') COUNSELLOR**

	Full time per annum base rate ffpp commencing on or after 1/7/13	Part time per hour base rate ffpp commencing on or after 1/7/13	Full time per annum base rate ffpp commencing on or after 1/7/14	Part time per hour base rate ffpp commencing on or after 1/7/14	Full time per annum base rate ffpp commencing on or after 1/7/15	Part time per hour base rate ffpp commencing on or after 1/7/15
Level 1 - Paypoint 1	\$56,859	\$28.70	\$58,565	\$29.56	\$60,322	\$30.45
Level 1 - Paypoint 2	\$58,961	\$29.76	\$60,730	\$30.65	\$62,552	\$31.57
Level 1 - Paypoint 3	\$61,063	\$30.82	\$62,894	\$31.74	\$64,781	\$32.70
Level 1 - Paypoint 4	\$63,165	\$31.88	\$65,060	\$32.84	\$67,011	\$33.82
Level 1 - Paypoint 5	\$65,267	\$32.94	\$67,225	\$33.93	\$69,242	\$34.95
Level 1 - Paypoint 6	\$67,165	\$33.90	\$69,180	\$34.92	\$71,256	\$35.96
Level 1 - Paypoint 7	\$69,268	\$34.96	\$71,346	\$36.01	\$73,486	\$37.09
Level 2 - Paypoint 1	\$71,370	\$36.02	\$73,511	\$37.10	\$75,716	\$38.21
Level 2 - Paypoint 2	\$74,124	\$37.41	\$76,348	\$38.53	\$78,638	\$39.69