



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Carers NT Incorporated t/a Carers NT
(AG2015/6814)

CARERS NT ENTERPRISE AGREEMENT 2015

Northern Territory

COMMISSIONER ROE

MELBOURNE, 6 JANUARY 2016

Application for approval of the Carers NT Enterprise Agreement 2015.

[1] An application has been made for approval of an enterprise agreement known as the *Carers NT Enterprise Agreement 2015* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Carers NT Incorporated t/a Carers NT. The Agreement is a single enterprise agreement.

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

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

[4] The Agreement was approved on 6 January 2016 and, in accordance with s.54, will operate from 13 January 2016. The nominal expiry date of the Agreement is 6 January 2020.



COMMISSIONER

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Annexure A



UNDERTAKINGS in relation to Carers NT Enterprise Agreement 2015: AG2015/6814

Undertaking 1: Shiftwork

1. Employees engaged to perform shiftwork will be provided with the following loadings:-
 - a. An employee 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.
 - b. An employee who works night shift will be paid a loading of 15% of their ordinary rate of pay for the whole of such shift.
 - c. An employee who works a public holiday 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.
2. For the purpose of this undertaking the following shift definitions apply:-
 - a. Afternoon shift means any shift which finishes after 8.00pm and at or before 12 midnight Monday to Friday.
 - b. Night shift means and shift with finishes after midnight or commences before 6.00am Monday to Friday.
 - c. Public Holiday shift means any time worked between midnight on the night prior to a public holiday and midnight of the public holiday.

Undertaking 2: Overtime

In relation to Clause 19 Overtime / Time Off In Lieu (TOIL) of the Agreement Clause 19 will now read as follows:-

19. Overtime / Time Off In Lieu

- 19.1 Authorised time worked outside of an employee's ordinary hours (as it relates to the employee's employment status) is overtime.
- 19.2 For clarity purposes, authorised time worked in excess of the following will be deemed as overtime:
 - a) Time worked over 8 hours per day;
 - b) Time worked over 10 hours per day where mutual agreement exists;
 - c) Time worked that totals more than 76 hours per fortnight;
 - d) Time worked that is performed outside the span of hours provided for in clause 10.1.
- 19.3 All authorised overtime hours performed will be paid at the following rates:-
 - a) Monday to Saturday will be paid at time and a half for the first three hours and double time thereafter;
 - b) Sunday will be paid at double time.



- 19.4 Employees may request that overtime that has been authorised and performed to be accrued on an hour for hour basis and provided for as time off in lieu (TOIL), to be taken at a later date.
- 19.5 All time off in lieu will be taken at a time agreed between Carers NT and the relevant employee.
- 19.6 Time off in lieu is to be taken within two months of being accrued. If time off in lieu cannot be taken within two months for operational reasons, then the accrued time in lieu will be paid out to the employee at the rate specified in Clause 19.3

Signatories:



Signed by Employer

Steve Vitone

(Printed name)

CEO

Title / Position

Date: 5/Jan/2016



Witnessed By

Tracey Buck

(Printed name)

Senior Finance officer

Title / Position

Date: 5/01/2016



Carers NT Incorporated Enterprise Agreement 2015

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.

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PART 1 – APPLICATION AND OPERATION

1. Title

1.1 This Agreement shall be known as the Carers NT Enterprise Agreement 2015.

2. Relationship to Award

2.1 Subject to the Act and except where this Agreement expressly provides otherwise, this Agreement operates to the exclusion of any other agreement, award, or industrial instrument.

3. Persons Covered by this Agreement

3.1 This Agreement is between:

- a) Carers N.T. Incorporated, (ABN 13 084 010 362), of 59 Bayview Boulevard, Darwin, Northern Territory, 0820 (the employer); and
- b) The employees of the employer who are described at clause 3.2 of this Agreement (the employees).

3.2 This Agreement covers the employees of the employer employed within the classifications set out in this Agreement, but excludes the Chief Executive Officer, and Executive Officers.

3.3 The employer may require the employees to work at different locations to suit the needs of its business from time to time.

4. Commencement and Nominal Expiry

4.1 This Agreement comes into operation on the seventh day after the date of approval by the Fair Work Commission.

4.2 The nominal expiry date of this Agreement will be 4 years from the date of approval by the Fair Work Commission.

5. Definitions

5.1 In this Agreement:

- a) 'Act' means the *Fair Work Act 2009* (Cth).
- b) 'Employees' mean the employees of the employer who fall within the coverage of clause 3.2.
- c) 'Employer' and 'Carers NT' means Carers N.T. Incorporated.
- d) 'Chief Executive Officer' means the Chief Executive Officer (CEO) of Carers NT Incorporated, or a delegate authorised in writing to act on the CEO's behalf in relation to this Agreement or a part of the Agreement.
- e) 'Home Care Sector' means the provision of personal care, domestic assistance or home maintenance to an aged person or a person with a disability in a private residence.
- f) 'NES' means the National Employment Standards as set out in the *Fair Work Act 2009* (Cth).
- g) 'Social and Community Services Sector' means the provision of social and community services including social work, recreation work, welfare work, youth work or community development work, including organisations which primarily engage in policy, advocacy or representation on behalf of organisations carrying out such

work and the provision of disability services including the provision of personal care and domestic and lifestyle support to a person with a disability in a community and/or residential setting including respite centre and day services.

- h) 'Ordinary rate of pay' means the hourly rate of pay for the relevant classification pursuant to Clause 13 of this Agreement. The ordinary rate of pay excludes all loadings, penalties and allowances.

PART 2 — FLEXIBILITY, CONSULTATION AND DISPUTE RESOLUTION

6. Flexibility Term

- 6.1 Carers NT and an individual employee may agree to make an individual flexibility agreement (Individual Flexibility Agreement) to vary the effect of the 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
 - b) The arrangement is genuinely agreed to by Carers NT and the individual employee.
- 6.2 The Individual Flexibility Agreement between the employer and the individual employee must:
- a) Be about permitted matters within the meaning of section 172 of the Act;
 - b) Not include unlawful terms within the meaning of section 194 of the Act; and
 - c) Result in the individual employee being better off overall than the individual employee would be if no Individual Flexibility Agreement was made.
- 6.3 The Individual Flexibility Agreement between Carers NT and the individual employee must:
- a) Be in writing; and
 - b) Include the name of the employer and the individual employee; and
 - c) Be signed by the Carers NT and the individual employee and if the individual employee is under 18 years of age, signed by a parent or guardian of the individual employee; and
 - d) Include details of:
 - (i) the terms of the Agreement that will be varied by the Individual Flexibility Agreement; and
 - (ii) how the Individual Flexibility Agreement will vary the effect of the terms; and
 - (iii) how the individual employee will be better off overall in relation to the terms and conditions of their employment as a result of the Individual Flexibility Agreement; and
 - e) Start the day on which the Individual Flexibility Agreement commences.
- 6.4 Carers NT must give the individual employee a copy of the Individual Flexibility Agreement within 14 days after it is agreed to.
- 6.5 Carers NT or the individual employee may terminate the Individual Flexibility Agreement:
- a) By giving not more than 28 days written notice to the other party to the Individual Flexibility Agreement; or
 - b) If Carers NT and the individual employee agree in writing – at any time.

7. Consultation

7.1 This clause applies if:

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

Major Change

7.2 For a major change referred to in clause 7.1 a)

- a) Carers NT must notify the relevant employees of the decision to introduce the major change; and
- b) Clause 7.3 to 7.9 apply.

7.3 The relevant employees may appoint a representative for the purposes of the procedures in this clause.

7.4 If:

- a) A relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - b) The employee(s) advise the employer of the identity of the representative;
- Carers NT must recognise the representative.

7.5 As soon as practicable after making its decision, Carers NT must:

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

7.6 However, Carers NT is not required to disclose confidential or commercially sensitive information to the relevant employees.

7.7 Carers NT must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

7.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Carers NT the requirements set out in clauses 7.2a, 7.3 and 7.5 are taken not to apply.

7.9 In this clause, a major change is likely to have a significant effect on employees if it results in:

- a) The termination of the employment of employees; or
- b) Major change to the composition, operation or size of the Carers NT's workforce or to the skills required of employees; or

- c) The elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- d) The alteration of hours of work; or
- e) The need to retain employees; or
- f) The need to relocate employees to another workplace; or
- g) The restructuring of jobs.

Change to Regular Roster or Ordinary Hours of Work

7.10 For a change referred to in clause 7.1b)

- a) Carer's NT must notify the relevant employees of the proposed change; and
- b) Clause 7.11 to 7.15 apply.

7.11 The relevant employees may appoint a representative for the purposes of the procedures in this clause.

7.12 If:

- a) A relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - b) The employee(s) advise the employer of the identity of the representative;
- Carers NT must recognise the representative.

7.13 As soon as practicable after proposing to introduce the change, Carers NT must:

- a) Discuss with the relevant employees the introduction of the change; and
- b) For the purpose of the discussion – provide to the relevant employees:-
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what Carers NT reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters Carers NT reasonably believes are likely to affect the employees; and
 - (iv) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

7.14 However, Carers NT is not required to disclose confidential or commercially sensitive information to the relevant employees.

7.15 Carers NT must give prompt and genuine consideration to matters raised about the change by the relevant employees.

7.16 In this clause:

'relevant employees' means the employees who may be affected by the change referred to in clause 7.1

8. Dispute Resolution Process

- 8.1 If a dispute relates to a matter arising under the Agreement or the NES, this clause sets out the procedures to settle the dispute.
- 8.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- 8.3 The employees and the employer must genuinely attempt to resolve any disputes at the workplace level.
- 8.4 If a matter in dispute cannot be resolved at the workplace level, an employee or the employer may elect to have the matter referred to the Fair Work Commission for conciliation.
- 8.5 While the dispute is being resolved employees must:
- a) Continue to work in accordance with this Agreement and their contract of employment, unless an employee has a reasonable concern about an imminent risk to their health or safety; and
 - b) Where reasonable concerns about imminent risks to health and safety do exist, comply with any reasonable direction given by Carers NT to perform other available work, either at the same workplace or another workplace.
- 8.6 In directing an employee to work at another workplace, Carers NT will have regard to:
- a) The provision (if any), of the law of the Commonwealth or of a State or Territory dealing with occupational health and safety that applies to the affected employee or that other work; and
 - b) Whether that work is appropriate for the employee to perform.

PART 3 – EMPLOYMENT RELATED MATTERS

9. Types of Employment

9.1 Full-time employees

- a) Full-time employees will be required to work:
 - (i) an average of 38 hours per week (Ordinary Hours); and
 - (ii) reasonable additional hours in line with the NES.

9.2 Part-time employees

- a) Part-time employees will be required to work:
 - (i) an average of ordinary hours less than 38 hours per week (Ordinary Hours); and
 - (ii) reasonable additional hours in line with the NES; and
 - (iii) have reasonable predictable hours of work; and
 - (iv) receive leave provisions in line with the NES.
- b) A part-time employee will be engaged for a minimum of three (3) consecutive hours per shift.

9.3 Casual employees

- a) A casual employee is an employee engaged and paid as a casual employee. From time to time a casual employee may be rostered on a regular basis but such roster does not provide an entitlement to regular or continuous work.
- b) A casual employee will be paid a 25% loading in addition to the ordinary rate of pay for their classification.
- c) The minimum period of engagement for a casual employee will be as follows:
 - (i) for Social and Community Sector employees - 3 hours
 - (ii) for Home Care Sector employees – 1 hour
- d) Casual employees employed for more than 15 hours per week may be employed continuously for a period not exceeding 26 weeks. Should a need for employment beyond 26 weeks be perceived, consideration should be given to employment on a part time or ongoing basis.

9.4 Fixed Term

- a) A fixed term employee may be engaged:-
 - (i) to work on either a full-time or part-time basis: for the completion of a specified task(s) or project(s) which may be directly linked to funding arrangements; or
 - (ii) for a specified period of time.
- b) If a fixed term employee is subsequently appointed to a permanent ongoing position with the employer, any period of the fixed term contract completed immediately before the commencement of that position will be recognised as service with the employer for the purpose of calculating leave entitlements unless the employee has taken or received payment in lieu of any leave entitlements.

9.5 New employees will be advised in writing of:-

- a) The status of their employment

- b) Employees classification
- c) Title and nature of the position
- d) The regular hours of work or regular pattern of work
- e) Duration of the probationary period

prior to or on the day of commencing work with the employer.

10. Hours of Work

- 10.1 The ordinary hours of work will be worked between 7.00am and 7.00pm Monday to Sunday.
- 10.2 The ordinary hours of work will be an average of 38 hours per week and will be worked in a fortnight of 76 hours in 10 shifts, not exceeding eight hours each.
- 10.3 By mutual agreement, the ordinary hours in clause 10.2 may be worked up to 10 hours per shift.

11. Weekend Work

- 11.1 If an employee works their ordinary hours on a weekend, the employee will be paid in accordance with the following;
 - a) From midnight Friday to midnight Saturday an employee will be paid time and one half for all hours worked.
 - b) From midnight Saturday to midnight Sunday an employee will be paid double time for all hours worked.

12. Camps / Excursions

12.1 Monday to Friday

Where an employee is required to supervise clients on camps /excursion involving overnight stays away from their primary place of residence the following provisions will apply:-

- a) Payment at ordinary time rates of pay for time worked between 7.00am and 7.00pm up to a maximum of 10 hours per day; and
- b) All other hours worked will accrue as time off in lieu.

12.2 Weekend

Where an employee is required to supervise clients on camps / excursion involving overnight stays from their primary place or residence the following provisions will apply:-

- a) Payment at ordinary time rates of pay that would normally apply for weekends for time worked between 7.00am and 7.00pm up to a maximum of 10 hours per day;
- b) All other hours worked will accrued as time off in lieu; and
- c) No excursion will continue longer than 10 continuous days.

12.3 An overnight allowance will be paid to employees for each overnight stay in accordance with clause 22.

12.4 All costs in association with camps / excursions will be authorised and met by the employer.

12.5 Time off in lieu accrued as per clause 12.1 and 12.2 must be:-

- a) Taken as soon as practical after the extra duty at a time agreed to between the employer and the relevant employee;
- b) Time off in lieu will be taken at ordinary rates within two months of it being accrued.

- 12.6 An additional camping allowance of \$130.00 per night will be provided for employees required to supervise clients on camps to compensate for any additional hours performed outside of the programmed camp activities in order to ensure the health, safety and welfare of clients participating in the camp activity. For the avoidance of doubt, the on call allowance at clause 23 shall not apply during the operation of this clause 12.

13. Classifications and Wages

- 13.1 The position classifications and minimum hourly (and fortnightly equivalent) wages for an employee are listed in Schedule A.
- 13.2 The Classification Structure are detailed in Schedule B for the Home Care Sector and Schedule C for the Social and Community Services Sector of this agreement.
- 13.3 Wage Increase
- a) The ordinary rate of pay will be increased in accordance with the following:-
- (i) the National Minimum Wage Orders that are determined by the relevant authority; and
 - (ii) the Fair Work Commissions Social Community and Disability Services Industry Equal Remuneration Order 2012.
- 13.4 Wages will be paid fortnightly by electronic funds transfer to the employees' nominated bank account.
- 13.5 Wages due to an employee upon termination of employment will be paid in the standard pay cycle ending the fortnight the termination date was in effect.
- 13.6 No employee shall suffer a reduction to their wages / salary as a result of this agreement.

14. Progression Increments

- 14.1 In addition to the provisions of clause 13.3 all employees may be eligible for an annual increment from one increment to the next within their classification level upon:-
- a) Completion of 12 months of continuous service from either:
- (i) commencement of employment; or
 - (ii) last annual increment.
- and
- b) Upon receiving a satisfactory annual performance review.

15. Reclassification / Promotion

- 15.1 Movement to a higher classification will only occur where:-
- a) There is a significant increase in the level / scope of work required to be undertaken in a specific position and an assessment of the job against the classifications in Schedule B or C is conducted by the management team and where required, the job is reclassified to the higher appropriate level in the structure; or
- b) an employee is promoted to another classification.

16. Salary Packaging

- 16.1 All full time and part time employees may access salary sacrifice arrangements as made available to them by Carers NT. The terms and conditions of such package shall be no less favourable than the benefits otherwise available under this agreement.

17. Superannuation

- 17.1 For each eligible employee, Carers NT will make superannuation contributions in accordance with the Superannuation Guarantee (Administration) Act 1992 (Cth) and other relevant legislation.
- 17.2 Superannuation will be paid to either of the following funds:
- a) Hesta; or
 - b) Any other complying fund of the employee's choice in accordance with the Superannuation Legislation Amendment (Choice of Superannuation Funds) Act 2004.
- 17.3 Where an employee does not elect an alternative superannuation fund in accordance with this clause, Carers NT's superannuation fund will be the default fund.

18. Probationary Period

- 18.1 All new employees, other than casuals, will be employed on a probationary period for a period of up to six (6) months from the commencement of their employment. The details of an employee's probation period will be contained in their letter of offer.
- 18.2 During the probationary period Carers NT will assess the employee's work performance.
- 18.3 At any time during the probationary period Carers NT may terminate the employee's employment by giving them one week notice or pay in lieu of notice.
- 18.4 During the probation period an employee may terminate their employment by providing one weeks' notice to Carers NT. In the event the one week notice is not provided, the employee agrees that Carers NT may withhold the equivalent of one weeks pay from the employees' final payment of wages or accrued entitlements.

19. Overtime / Time Off In Lieu (TOIL)

- 19.1 Authorised time worked outside of an employee's ordinary hours (as it relates to the employee's employment status) is overtime.
- 19.2 For clarity purposes, authorised time worked in excess of the following will be deemed as overtime:
- a) Time worked over 8 hours per day;
 - b) Time worked over 10 hours per day where mutual agreement exists;
 - c) Time worked that totals more than 76 hours per fortnight;
 - d) Time worked that is performed outside the span of hours provided for in clause 10.1.
- 19.3 Overtime that has been authorised and performed will be accrued on an hour for hour basis and provided for as time off in lieu (TOIL), to be taken at a later date.
- 19.4 All time off in lieu will be taken at a time agreed between Carers NT and the relevant employee.
- 19.5 Time off in lieu is to be taken within two months of being accrued. If time off in lieu cannot be taken within two months for operational reasons, then the accrued time in lieu will be paid out to the employee at the ordinary rate of pay.

20. Breaks

- 20.1 Meal Break: All employees who work more than five (5) hours per day are entitled to an unpaid meal break of 30 minutes. The employer shall decide the time at which employees take the meal break.

20.2 Rest Break: For each four (4) hour period worked employees are entitled to a 10 minute paid rest break. Carers NT shall decide the time at which employees will take their paid rest break(s).

21. Higher Duties Allowance

21.1 An employee engaged for five (5) consecutive days or more during any pay period on duties that are associated with a higher classification shall be paid a higher duties allowance for that period.

21.2 The higher duties allowance paid per hour will be calculated as follows;

- a) The difference between the employee's ordinary rate of pay and the ordinary rate of pay for the first increment of the higher classification .

22. Overnight Allowance

22.1 An overnight allowance of \$75.00 per night will be applicable in the following circumstances:-

- a) Where an employee is required to supervise clients under the age of 18 years old on a scheduled program activities involving overnight stays away from their primary place of residence.
- b) Where an employee is required to supervise clients on camps /excursion involving overnight stays away from their primary place of residence.

22.2 The overnight allowance will be paid to the employee for each overnight stay.

23. On Call Allowance

23.1 An employee required by Carers NT to be on call (i.e. Available for recall to duty) will be paid an on call allowance of:-

- a) \$30.00 in respect to any 24 hour period or part thereof during the period from finishing ordinary duty on Monday to the time of finishing ordinary duty on Friday.
- b) \$45.00 in respect to any other 24 hour period or part thereof, and any public holiday or part thereof.

23.2 An employee who is recalled to work overtime after leaving the employer's or clients premise will be provided with a minimum of two hours' work or provided with the actual hours worked, which ever is the greater.

23.3 Recall time worked will be considered overtime and will accrue in accordance with Clause 19 (Overtime /Time off in Lieu).

23.4 To clarify, an employee who is receiving the overnight allowance in clause 22 will not receive the additional benefit of the on call allowance in this clause.

24. First Aid Allowance

24.1 Carers NT will pay for all service staff to maintain a current St Johns First Aid Certificate in order for them to be in a position to provide first aid to Carers NT clients as required.

24.2 A first aid allowance of \$16.50 per week will be paid to a Carers NT designated first aid officer who is nominated to perform in this capacity for the purpose or providing first aid support to the organisation and its employees.

25. 24 Hour Care

25.1 This clause only applies to home care employees.

- 25.2 If a Carers NT Home Care employee is required to be available for duty in a client's home for a 24 hour period, the employee engaged will be paid eight hours work at 155% of their ordinary hourly rate for each 24 hour period. During this period the employee will be required to provide the client with services specified in the care plan up to a total of eight hours.
- 25.3 The employee will have the opportunity to sleep during the 24 hour shift and a bed in a private room will be provided.

26. Organisation Vehicle

- 26.1 The organisation has motor vehicles available for the organisation business. Use of these vehicles is in accordance with the organisation's Policy and Procedures Manual. Use of the vehicle for the organisation business by students on placement or volunteer workers will require specific authorisation by the CEO and approval will be subject to any restrictions or exclusions of the vehicle insurers.
- 26.2 Parking fees and meter charges will be met by Carers NT for required work travel.
- 26.3 Care should be taken when parking vehicles on organisational business as generally parking fines incurred by an employee are to be met by that employee. However, in exceptional and unavoidable circumstances, the CEO may authorise payment by the organisation of parking fines.
- 26.4 Any speeding or other traffic infringement fines must be dealt with by the employee who had use of the vehicle at the time of the infringement.

27. Use of Private Vehicles

- 27.1 Where the employer's vehicles are not available and an employee is required to use their own private motor vehicle to travel on the organisation business the employee is entitled to be reimbursed at the rate of \$0.78 per kilometre.
- 27.2 This allowance will be reviewed annually in line with the Consumer Price Index figure for Private Motoring sub-group and adjusted accordingly.

28. Staff Travel and Transport

- 28.1 Where an Employee is required to travel away from their usual place of employment, overnight or for a full day, the Employee will be entitled to payment of the applicable Travel Allowances, where accommodation and meals are not provided by Carer's NT.
- 28.2 The Travel Allowances will be paid according to the recommended amount determined by the Australian Taxation Office and varied as required.
- 28.3 Employees undertaking work-related travel are required to keep in regular contact with Carers NT, and should also leave contact details with the Chief Executive Officer, or their designate.

29. Other Work Related Expenses

Employees will be reimbursed for all reasonable expenses approved in writing by Carers NT and incurred in the proper performance of the employees' duties and responsibilities. If an employee claims reimbursement of any expenses, the employee must produce evidence to Carers NT's satisfaction of payment for such expenses.

30. Company Policy and Procedures

- 30.1 From time to time Carers NT has (and will continue to put) in place, various policies and procedures which Carers NT has introduced in its prerogative. If a policy or procedure affects

an employee and the employee's employment, the employee must comply with that policy and/or procedure. As these policies and procedures are introduced by Carers NT in its prerogative, they may be varied by Carers NT from time to time. In view of this, these policies and procedures do not form part of this Agreement, nor do they form part of the employee's respective contracts of employment. The organisation will consult with all employees on introduction or changes to policies and procedures.

PART 4 – LEAVE

31. Annual Leave

31.1 This clause applies only to full-time and part-time employees.

31.2 Each employee is entitled to

- a) Five weeks of annual leave (exclusive of public holidays).
- b) For clarity purpose part time employees will accrue annual leave according to the ordinary hours of work performed.

31.3 Excessive Annual Leave

- a) Annual leave exceeding a total of ten (10) weeks or more at anytime is deemed as an “excessive” amount of annual leave for the purposes of this Agreement.
- b) In identifying employees who have excessive accrued annual leave Carer’s NT will, in the first instance, seek resolution using a consultative approach and making a genuine attempt to reach mutual agreement for the reduction or elimination of such annual leave.
- c) If agreement cannot be reached, Carers NT may make a written direction for an employee to take a period, or periods of annual leave subject to the following;
 - i. the written direction must not require the employee to take a period of paid leave within eight (8) weeks from the day after the direction was provided;
 - ii. the written direction must not require the employee to take any period of leave commencing more than twelve months after the day the direction was provided;
 - iii. the written direction must not require the employee to take any period of annual leave of less than one weeks duration;
 - iv. ensure that the annual leave balance of an employee is not reduced to less than five (5) weeks taking into account all other paid annual leave that has been agreed.

31.4 Cashing out of Leave

- a) An employee may make a request in writing to cash out a portion of their annual leave accrual subject to:-
 - i. an employee having 12 months continuous service with Carers NT; and
 - ii. the employee retains an Annual Leave balance after cashing out of at least 5 weeks; and
 - iii. the employee has taken at least 10 days Annual Leave in the 12 months immediately preceding the request to cash out leave unless there are exceptional circumstances.
- b) The CEO will consider the request and provide a written response stating whether the request has been granted or refused on reasonable business grounds.
- c) If the CEO approves an employee cashing out an amount of Annual Leave the employee will be paid at the amount they would have otherwise received had they taken that leave. To clarify the employee’s ordinary hourly rate of pay and 17.5% leave loading.

- 31.5 Employees will be paid an additional 17.5% loading on top of their ordinary rate of pay for the period that the employee is on annual leave. Additionally this loading is payable for annual leave taken in advance or on termination of employment.
- 31.6 An employee may request from the CEO the option of going into debt with annual leave credits. The maximum amount of hours that an employee can be in debt is 38 hours. This debt will be reduced fortnightly with annual leave hours accrued and credited.
- 31.7 Where paid annual leave has been granted to an employee in excess of the employee's credit, and the employee subsequently leaves or is discharged from the service of the employer before completing the required amount of service to account for the leave provided in advance, the employer is entitled to deduct the amount of leave in advance still owing from any remuneration payable to the employee upon termination of employment
- 31.8 Except for the amount of annual leave, employees' annual leave entitlements are in all other respects in accordance with the NES.

32. Personal/Carer's Leave

- 32.1 Each employee is entitled to personal/carers leave in accordance with the NES.
- 32.2 Paid personal leave is available to an employee when they are absent due to:
- a) Personal illness or injury (sick leave); or
 - b) For the purpose of caring for an immediate family or household member who is sick and requires the employee's care and support (carers leave).
- 32.3 Personal leave accumulates from year to year.
- 32.4 Carers NT may require an employee to provide reasonable proof, such as a doctor's certificate or statutory declaration, of the employee's need to take personal/carers leave. Where the period of leave is more than three (3) consecutive working days management has the right to request a medical certificate.
- 32.5 In addition to employee's entitlement to personal/carers leave under the NES, full-time and part-time employees are entitled to accrue an additional five (5) days paid carer's leave per annum.
- 32.6 Except for the amount of additional carer's leave in clause 32.5, employee's personal/carers leave entitlements are in all other respects in accordance the NES.

33. Compassionate leave

- 33.1 Employees will be entitled to compassionate leave in accordance with the NES.
- 33.2 In addition to employee's entitlement to compassionate leave under the NES, (two days per occasion) employees are entitled to an additional three (3) days paid compassionate leave 'three times' per calendar year when a member of the employee's household or immediate family, contracts or develops a personal illness or injury that poses a serious threat to their life, or dies.
- 33.3 Compassionate leave will be paid at the employees' ordinary rate of pay for the employee's ordinary hours of work in the period.
- 33.4 Except for the additional amount of compassionate leave, employee's compassionate leave entitlements are in all other respects in accordance with the NES.
- 33.5 Casual employees are entitled to unpaid leave in accordance with the NES.
- 33.6 Compassionate leave does not accrue progressively during a year of service nor does it accumulate from year to year.

34. Parental Leave

- 34.1 Employees are entitled to unpaid parental leave in accordance with the NES.
- 34.2 In addition eight (8) weeks of an employee's parental leave entitlement will be paid leave. The parental leave payment will be calculated by multiplying an employee's ordinary hourly rate of pay by the number of ordinary hours (as it relates to the employee's employment status) the employee would have worked over that period. The parental leave payment will not include any other payments that the employee would otherwise have received if the employee had worked in that period (for example; allowances, overtime etc.).

35. Community Service Leave

- 35.1 Employees are entitled to Community Service Leave in accordance with the NES.
- 35.2 An employee who engages in an eligible community service activity is entitled to be absent from his or her employment for a period if:
- a) The period consists of one or more of the following:
 - (i) time when the employee engages in the activity;
 - (ii) reasonable travelling time associated with the activity;
 - (iii) reasonable rest time immediately following the activity; and
 - b) Unless the activity is jury service – the employee's absence is reasonable in all circumstances.
- 35.3 Jury service
- a) A full-time employee required to attend for jury service during their ordinary hours of work will be reimbursed by Carers NT an amount equal to the difference between the amount paid to the employee in respect of the employee's attendance for such jury service and the wages the employee would have received in respect of the ordinary hours the employee would have worked had the employee not been on jury service. The Company is only required to pay the employee for the first 10 days of the jury service.
 - b) Where a part-time employee is required to attend for jury service and such attendance coincides with a day on which the employee would normally be required to work, payment must be made to the employee in accordance with clause a).
 - c) Carers NT may request evidence that the employee has taken all necessary steps to obtain any amount of jury service pay to which they were entitled.
- 35.4 For all absences the following must be provided:
- a) An employee who requires an absence from his or her employment for the purpose of community service leave must give Carers NT notice of the absence as soon as practicable and advise the expected period of the absence.
 - b) The employee must provide Carers NT with evidence in writing to prove that the employee is engaging in an eligible community service activity.

36. Long Service Leave

- 36.1 Employees are entitled to Long Service leave in accordance with the relevant legislation.
- 36.2 At the time this Carers NT Enterprise Agreement 2015 is ratified by the Fair Work Commission, current employees who would have had the additional benefit of being eligible to receive payment of pro rata long service leave after seven years completed service at the time of termination with no restriction, except for termination due to serious misconduct, will retain this entitlement. For clarity purposes, any employee, who is employed after the

agreement is ratified by Fair Work Commission, will not be entitled to the benefit provided in this clause.

36.3 Payment for long service leave is made at the ordinary rate of pay an employee receives at the time of taking the leave.

37. Public Holidays

37.1 Employees are entitled to a day off on a Public Holiday (as defined in this clause).

37.2 For the purpose of this clause, the following days, unless substituted by or under a law of the State or Territory in which the relevant employee is principally engaged to perform work, shall be Public Holidays:

- a) New Year's Day;
- b) Australia Day;
- c) Good Friday;
- d) Easter Monday;
- e) ANZAC Day;
- f) Christmas Day;
- g) Boxing Day; and
- h) the Queen's birthday holiday (on the day on which it falls in the Northern Territory) ; and
- i) any other day declared to be a public holiday by or under a law of the Northern Territory in which the relevant employee is principally engaged to perform work.

37.3 If an employee is absent from work on either or both the working day(s) immediately before or the working day after a Public Holiday, the employee will be required to substantiate his/her absence(s) from work with either a medical certificate or statutory declaration.

37.4 Where the CEO and a majority of affected employees agree, for cultural reasons, another day may be substituted for any holiday prescribed in this clause.

38. Annual Recognition Leave

38.1 Carers NT will close for normal business purposes from the 25 December until the first working day following 1 January, of any given year.

38.2 Carer NT recognises that throughout the year all employees will have contributed to the organisational outcomes achieved during the year. In recognition of all current employee contributions, Carers NT will provide for three ordinary days paid recognition leave for the three days in the Christmas closure period for which a paid public holiday is not provided for.

39. Special Leave

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

39.2 Special leave will be granted in the situation that schools are shut due to cyclone, but a cyclone warning has not been declared.

39.3 Special leave may be taken as half-day absences.

39.4 Special leave will not accumulate year to year.

40. Study Leave

- 40.1 Study leave will be provided to those employees who qualify for this type of leave in accordance with Carers NT studies assistance scheme and associated policy and procedure.
- 40.2 Study leave is only provided for formal qualifications being undertaken at university, college, institute or equivalent in accordance with the organisations needs.

41. Blood Bank Leave

- 41.1 An employee shall not suffer any deduction in pay when attending Blood Bank during normal working hours, to donate blood/plasma, up to four times per year. An employee is to seek authorisation from their Executive if they wish to attend the Blood Bank more than four times a year. The employee shall, before donating blood, provide adequate notice to and obtain the team coordinator's approval for the absence from duties.

42. Union Training Leave

- 42.1 Employees nominated by Carers NT employees as union delegates may on request of the Union attend trade union training during ordinary working hours without loss of ordinary pay with the following conditions:
- a) Written notice by the Union to Carers NT stating dates, times, location and content of the training.
 - b) Union must pay all associated costs with the exception of employees pay.
 - c) That Carers NT believes the training meets the requirement of the employees the delegate is representing.
 - d) Training block does not exceed five (5) days.
 - e) That only one (1) employee from Carers NT attends each course.
 - f) Union training days will be capped at 10 total days per calendar year for the whole organisation.
- 42.2 The approval for an employee to attend a training course shall be subject to the operational requirements of Carers NT.

43. Leave Without Pay

- 43.1 An employee may be granted leave without pay in certain circumstances provided that the work of the service is not unduly inconvenienced and all other leave credits have been exhausted.
- 43.2 Applications for such leave must be made in writing accompanied by a statement to support the application.
- 43.3 The granting of leave will be at the absolute discretion of the CEO.
- 43.4 Authorised unpaid leave does not break the employee's continuity of service, but does not count as service for the purpose of determining or accruing other employee entitlements.

PART 5 – TERMINATION OF EMPLOYMENT AND RELATED MATTERS

44. Notice Of Termination

44.1 Notice of termination

- a) This clause only applies only to full-time and part-time employees.
- b) Either the employer or the employee may terminate the employee's employment by giving the amount of notice determined by the following table:

<i>Period of continuous service</i>	<i>Period of notice</i>
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

44.2 If an employee is over 45 years of age at the time of the giving of the notice, and has not less than two years continuous service with the employer, the employee is entitled to an additional week's notice. Employees providing the employer with notice of termination do not need to comply with this sub-clause.

44.3 With respect to any period of notice, the employer may do any of the following:

- a) Pay the employee in lieu of any part or all of the notice period;
- b) Require the employee not to report to work during the whole or any part of the notice period;
- c) Provide the employee with duties different from those which the employee would ordinarily perform.

44.4 The required amount of payment in lieu of notice is the amount that the affected employee would have earned, and the employer would have been liable to pay, if the employee's employment had continued until the end of the required period of notice. That total must be calculated taking into account:

- a) The employee's ordinary hours of work (as it relates to the employee's employment status); and
- b) The amounts ordinarily payable to the employee in respect of those hours, including (for example, allowances, loadings and penalties, (not including overtime)).

44.5 The period of notice in this clause does not apply in the case of an employee's dismissal for serious misconduct.

44.6 It is agreed that where an employee provides the employer with less than the required amount of notice of termination of the employee's employment, the employer may deduct from any remaining payment due to the employee from the employer a monetary amount equal to the amount of notice which the employee failed to provide the employer.

44.7 If an employee and Carers NT agree, an employee may be released prior to the expiry of the notice period with payment of wages or salary to the date of termination only.

45. Suspension

45.1 Carers NT may direct an employee to not attend work and not to undertake any of the employee's work duties at any time, provided that the employer provides the employee with payment at the employee's ordinary rate of pay during the period of suspension.

- 45.2 The circumstances in which the employer may give the employee such a direction include, but are not limited to, circumstances in which the employer is carrying out an investigation into allegations of misconduct.

46. Abandonment Of Employment

- 46.1 An employee will be deemed to have abandoned their employment in the event of their absence from work for three (3) consecutive rostered days without prior notice being given to Carers NT.
- 46.2 The CEO or employee's supervisor will make all reasonable attempts to contact the employee.
- 46.3 In the event that the employer is unable to make contact with the employee. A letter will be sent to the employees last known address seeking an explanation for the unapproved absence from the workplace.
- 46.4 Where no response to clause 46.3 has been received by Carers NT after seven (7) working days. Carers NT will send a termination of employment letter to the employees last known address.

47. Return of property

- 47.1 Immediately upon the termination of an employee's employment for any reason, or otherwise at the employer's request, the employee must return to the employer all property belonging to Carers NT and any information which relates to the business of Carers NT or its clients or potential clients, which is in the employee's custody, possession or control, including, but not limited to, all confidential information, intellectual property, mobile telephones, computers, keys, storage devices, cards, documents, records and papers (together with all copies thereof).

48. Redeployment and Redundancy

- 48.1 This clause applies only to full-time and part-time employees.
- 48.2 The parties recognise that at times it may be necessary for the Board of Governance to make positions within Carers NT redundant. Redundancy should firstly be affected by natural attrition, secondly by voluntary redundancy, and lastly by forced redundancy.
- 48.3 The following provisions will be applied in circumstances where a position is likely to be made redundant.
- a) Priority on redeployment of the employee: The first priority of the organisation in the event of a position no longer being required is to inform the employee concerned and to attempt to redeploy the employee into a suitable alternative position. If a suitable alternative position is available training will be provided to assist the employee to perform the function of the suitable alternative position, to a satisfactory level within a reasonable timeframe.
 - b) Suitable alternative position: A suitable alternative position is a position which represents a classification, grade, increment, salary outcome, and working hours not less than the position being made redundant, and which represents a scope, skills set, and occupation comparable to that of the position being made redundant, notwithstanding that skill enhancement by dedicated training may be appropriate. A suitable alternative position will not involve the employee's relocation from the town where the employee is employed, or a place of employment that requires more than 30 minutes in travelling time to or from the alternative place of work.
 - c) The Organisation may, with the agreement of the employee, redeploy an employee to an alternative position where conditions of employment do not meet the required

classification, grade, increment, salary outcomes, and working hours do not meet the standards of the position being made redundant, where it makes compensation to ensure that terms and conditions of the position being made redundant are maintained in the alternative position. Where this occurs no further increases to remuneration will apply to the alternative position until the conditions of the alternative position are increased under an Enterprise Agreement or Award to exceed the remuneration applying to the employee at the time of redeployment.

- d) A probationary period of employment shall not apply to an employee who has been redeployed to a position providing alternative employment.

48.4 Redundancy will be in accordance with the NES.

48.5 Subject to the exceptions outlined below, if the employer terminates an employee's employment because of redundancy, then in addition to the required period of notice provided in this Agreement the affected employee will be entitled to a severance payment determined by the following table:

<i>Period of continuous service</i>	<i>Severance pay</i>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

48.6 A severance payment will not be payable in any of the following circumstances:

- a) If an employee's period of continuous service with the employer is less than 12 months.
- b) The employer does not employ 15 or more employees at the earlier of the following times:
 - (i) the time the employee is given notice of the redundancy;
 - (ii) immediately prior to the employee's employment being terminated.
- c) The employee's employment is terminated as a consequence of misconduct, performance issues, negligence, abandonment, neglect or refusal of duty, or voluntary resignation by the employee at any time prior to the expiry of the notice of redundancy.
- d) The employee's employment is terminated due to the ordinary and customary turnover of labour, such as, but not limited to, circumstances in which the employer loses a contract, upon which the continuing employment of certain employees with the employer, is reliant.
- e) If Carers NT offers the employee alternative employment or obtains an offer of alternative employment which is from another employer and the alternative employment:-

(i) is on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than, the employee's terms and conditions of employment with the first employer immediately before the termination;

and

(ii) recognises the employee's service with the first employer.

in the opinion of the employer, the employee unreasonably declines to accept such an offer.

- f) Where the transfer of business rules under relevant legislation does not require Carers NT to provide severance pay.
- g) The employee is a casual employee, trainee or apprentice.
- h) The employee is an employee engaged for a specified period of time or for a specified task or tasks.

PART 6 – SIGNATORIES

49. Signatures of Representatives

49.1 I confirm that this is a true copy of the Agreement which was made between the employer and the employees:

Signed for and on behalf of Carers NT Incorporated (ABN 13 084 010 362) by:

Signature: _____

Name: Steve Vitone

Date: Dec 21 / 2015

Address: 59 Lynton Boulevard

Lynton, Darwin

Northen Territory

Explanation of authority to sign: CEO

Signed for and on behalf of the Employees by:

Signature: _____

Name: Gabrielle Lyon

Date: 21-12-2015

Address: 5 Peckham Ct.

Gunn. NT.

0832

Explanation of authority to sign: Current employee.

The signature of NT Carers Incorporated was witnessed by:

Signature: _____

Name: Natalie Jones

Date: 21.12.2015

Address: 35 Ironwood Place

Curraween

NT 0835

Explanation of authority to sign: Executive Officer - Carers NT

The signature of the Employees representative was witnessed by:

Signature: _____

Name: Tracey Buck

Date: 21/12/2015

Address: 105 Durian Rd

Virginia NT

0835

Explanation of authority to sign: Current Employee

SCHEDULE A – Wage Rates as at December 2015

HOME CARE SECTOR			
Home Care Employee Level 1			
Increment1	\$ 18.61		
Home Care Employee Level 2		Home Care Employee Level 4	
Increment 1	\$ 19.72	Increment 1	\$ 21.96
Increment 2	\$ 19.86	Increment 2	\$ 22.40
Home Care Employee Level 3		Home Care Employee Level 5	
Increment 1	\$ 20.13	Increment 1	\$ 23.54
Increment 2	\$ 20.75	Increment 2	\$ 24.47

SOCIAL AND COMMUNITY SERVICES SECTOR			
Social and Community Services Level 1		Social and Community Services Level 5	
Increment 1	\$ 18.80	Increment 1	\$ 31.25
Increment 2	\$ 19.43	Increment 2	\$ 31.93
Increment 3	\$ 20.12	Increment 3	\$ 32.68
Social and Community Services Level 2		Social and Community Services Level 6	
Increment 1	\$ 22.56	Increment 1	\$ 33.85
Increment 2	\$ 23.27	Increment 2	\$ 34.58
Increment 3	\$ 23.95	Increment 3	\$ 35.38
Increment 4	\$ 24.64		
Social and Community Services Level 3		Social and Community Services Level 7	
Increment 1	\$ 25.23	Increment 1	\$ 36.41
Increment 2	\$ 25.85	Increment 2	\$ 37.19
Increment 3	\$ 26.52	Increment 3	\$ 37.95
Increment 4	\$ 27.14		
Social and Community Services Level 4		Social and Community Services Level 8	
Increment 1	\$ 28.48	Increment 1	\$ 39.14
Increment 2	\$ 29.22	Increment 2	\$ 39.92
Increment 3	\$ 29.97	Increment 3	\$ 40.71
Increment 4	\$ 30.29		

SCHEDULE B – Classification Definitions Home Care Employees

B.1 Home care employee level 1

B.1.1 Characteristics of the level

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

B.1.2 Accountability and extent of authority

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

B.1.3 Judgment and decision-making

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

B.1.4 Specialist knowledge and skills

Indicative but not exclusive tasks include: the undertaking of semi-skilled work, including cleaning, vacuuming, dusting, washing and ironing, shopping, sweeping paths, minor maintenance jobs, preparation and cooking of meals, defrosting refrigerators, emptying and cleaning of commodes, banking and account payment, organising appointments, assistance with care of pets, and care of indoor and outdoor pot plants.

B.1.5 Interpersonal skills

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

B.1.6 Qualifications and experience

An employee in this level will have commenced on-the-job training which may include an induction course.

B.2 Home care employee level 2

A position in this level has the following characteristics:

B.2.1 Accountability and extent of authority

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

B.2.2 Judgment and decision-making

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

B.2.3 Specialist knowledge and skills

Indicative but not exclusive tasks include: the provision of personal care, supervising daily hygiene, laying out clothes and assisting in dressing, make beds, tidy rooms, preparation and cooking of meals and assistance with meals, dry cleaning, perform gardening duties, undertake basic repairs, clean, fitting and removal of aids and appliances, monitoring medications, fitting and changing of catheters, assistance with communication, accompanying clients on outings, domestics assistance and organising appointments.

B.2.4 Interpersonal skills

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

B.2.5 Qualifications and experience

As a minimum an employee in this level will have satisfactorily completed the requirements of level 1 or equivalent. Indicative but not exclusive of the qualifications required in this level include Home Care Certificate or equivalent; or relevant experience/on-the-job training commensurate with the requirements of work in this level.

B.3 Home care employee level 3

A position in this level has the following characteristics:

B.3.1 Accountability and extent of authority

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

B.3.2 Judgment and decision-making

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

B.3.3 Specialist knowledge and skills

Indicative but not exclusive tasks include: computer and other office skills; maintain mail register and records; sort, process and record invoices and correspondence; prepare meals and special functions; provide input into meal planning; order foodstuffs and commodities; liaise with dieticians on special needs; schedule work programs on a routine and regular basis; coordinate and direct the work of support staff including maintenance (no more than four); oversee the provision of domestic services; provide personal care to clients with particular emphasis on those requiring extra help due to specific physical problems or frailty; schedule maintenance work programs on a routine and regular basis; plan, develop, and coordinate diversional therapy programs and carry out general maintenance falling within the scope of trades skills.

B.3.4 Interpersonal skills

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

B.3.5 Qualifications and experience

Indicative but not exclusive of the qualifications required in this level is an accredited qualification to the position at the level of Certificate 3 and/or knowledge and skills gained through on-the-job training commensurate with the requirements of the work in this level.

B.4 Home care employee level 4

A position in this level has the following characteristics:

B.4.1 Accountability and extent of authority

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

B.4.2 Judgment and decision-making

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

B.4.3 Specialist knowledge and skills

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

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

B.4.4 Interpersonal skills

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

B.4.5 Qualifications and experience

An employee in this level will have satisfactorily completed the requirements of level 3 or equivalent as well as have relevant experience.

B.5 Home care employee level 5

A position in this level includes care coordinator, foreperson and maintenance supervisor. A position in this level has the following characteristics:

B.5.1 Accountability and extent of authority

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

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

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

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

B.5.2 Judgment and decision-making

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

B.5.3 Specialist knowledge and skills

Coordinators in this level require a thorough understanding of the relevant technology, procedures and processes used within their operating unit. Coordinators are required to have an understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents. Positions in this level may provide direction, leadership and structured training or on-the-job training to supervised employees or groups of employees.

B.5.4 Management skills

These positions require skills in managing time, setting priorities and planning and organising one's own work and that of supervised employees so as to achieve specific and set objectives in the most efficient way possible within the resources available and within a set timetable. The position requires an understanding of and ability to implement basic personnel policies and practices including those related to equal employment opportunity, occupational health and safety and employees' training and development.

B.5.5 Interpersonal skills

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

B.5.6 Qualifications and experience

The skills and knowledge needed for entry to this level are beyond those normally acquired through completion of a TAFE certificate or associate diploma alone. They might be acquired through completion of a degree or diploma course with little or no relevant work

experience, or through lesser formal qualifications with relevant work skills, or through relevant experience and work skills commensurate with the requirements of work in this level.

SCHEDULE C – Classification Definitions Social and Community Services Employees

C.1 Social and community services employee level 1

C.1.1 Characteristics of the level

A person employed as a social and community services employee level 1 works under close direction and undertakes routine activities which require the practical application of basic skills and techniques. They may include the initial recruit who may have limited relevant experience.

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

C.1.2 Responsibilities

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

- a) undertake routine activities of a clerical and/or support nature;
- b) undertake straightforward operation of keyboard equipment including data input and word processing at a basic level;
- c) provide routine information including general reception and telephonist duties;
- d) provide general stenographic duties;
- e) apply established practices and procedures;
- f) undertake routine office duties involving filing, recording, checking and batching of accounts, invoices, orders, stores requisitions and maintenance of an existing records system;
- g) resident contact and interaction including attending to their personal care or undertaking generic domestic duties under direct or routine supervision and either individually or as part of a team as part of the delivery of disability services;
- h) preparation of the full range of domestic duties including cleaning and food service, assistance to residents in carrying out personal care tasks under general supervision either individually or as part of a team as part of the delivery of disability services.

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

C.1.3 Requirements of the position

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

- a) Skills, knowledge, experience, qualifications and/or training
 - i. developing knowledge of the workplace function and operation;

- ii. basic knowledge of administrative practices and procedures relevant to the workplace;
 - iii. a developing knowledge of work practices and policies of the relevant work area;
 - iv. basic numeracy, written and verbal communication skills relevant to the work area;
 - v. at this level employers are required to offer substantial on-the-job training.
- b) Organisational relationships
- i. Work under direct supervision.
- c) Extent of authority
- i. Work outcomes are clearly monitored.
 - ii. Freedom to act is limited by standards and procedures.
 - iii. Solutions to problems are found in established procedures and instructions with assistance readily available.
 - iv. Project completion according to instructions and established procedures.
 - v. No scope for interpretation.
- d) Progression
- i. An employee primarily engaged in responsibilities which are prescribed by C.1.2(g) will, if full-time, progress to pay point 2 on completion of 12 months' industry experience, or if part-time, on completion of 1976 hours of industry experience. Industry experience means 12 months of relevant experience gained over the previous 3 years.

C.2 Social and community services employee level 2

C.2.1 Characteristics of the level

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

- g) Employees who have completed an appropriate diploma and are required to undertake work related to the diploma will commence at the second pay point of this level and will advance after 12 full-time equivalent months' satisfactory service.

C.2.2 Responsibilities

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

- a) undertake a range of activities requiring the application of established work procedures and may exercise limited initiative and/or judgment within clearly established procedures and/or guidelines;
- b) achieve outcomes which are clearly defined;
- c) respond to enquiries;
- d) assist senior employees with special projects;
- e) prepare cash payment summaries, banking reports and bank statements, post journals to ledger etc. and apply purchasing and inventory control requirements;
- f) perform elementary tasks within a community service program requiring knowledge of established work practices and procedures relevant to the work area;
- g) provide secretarial support requiring the exercise of sound judgment, initiative, confidentiality and sensitivity in the performance of work;
- 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) assist in calculating and maintaining wage and salary records;
- j) assist with administrative functions;
- k) implementing client skills and activities programmes under limited supervision either individually or as part of a team as part of the delivery of disability services;
- l) supervising or providing a wide range of personal care services to residents under limited supervision either individually or as part of a team as part of the delivery of disability services;
- m) assisting in the development or implementation of resident care plans or the planning, cooking or preparation of the full range of meals under limited supervision either individually or as part of a team as part of the delivery of disability services;
- n) possessing an appropriate qualification (as identified by the employer) at the level of certificate 4 or above and supervising the work of others (including work allocation, rostering and providing guidance) as part of the delivery of disability services as described above or in subclause C..1.2.

C.2.3 Requirements of the position

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

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

- ii. will have attained previous experience in a relevant industry, service or an equivalent level of expertise and experience to undertake the range of activities required;
 - iii. appropriate on-the-job training and relevant experience; or
 - iv. entry point for a diploma without experience.
- c) Organisational relationships
- i. work under regular supervision except where this level of supervision is not required by the nature of responsibilities under B.2.2 being undertaken;
 - ii. provide limited guidance to a limited number of lower classified employees.
- d) Extent of authority
- i. work outcomes are monitored;
 - ii. have freedom to act within established guidelines;
 - 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.

C.3 Social and community services employee level 3

C.3.1 Characteristics of this level

- a) A person employed as a social and community services employee level 3 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 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) Positions at this level allow employees the scope for exercising 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) At this level, 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.
- f) Those with supervisory responsibilities should have a basic knowledge of the principles of human resource management and be able to assist subordinate staff or volunteers with on-the-job training. They may be required to supervise more than one component of the work program of the organisation.
- g) Graduates with a three year degree that undertake work related to the responsibilities under this level will commence at no lower than pay point 3. Graduates with a four year degree that undertake work related to the responsibilities under this level will commence at no lower than pay point 4.

C.3.2 Responsibilities

To contribute to the operational objectives of the work area, 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 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) assist with or provide a range of records management services, however the responsibility for the records management service would not rest with the employee;
- g) proficient in the operation of the computer to enable modification and/or correction of computer software systems or packages and/or identification problems. This level could include systems administrators in small to medium sized organisations whose responsibility includes the security/integrity of the system;
- h) apply computing programming knowledge and skills in systems development, maintenance and implementation under direction of a senior employee;
- 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) coordinate 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 coordinate elementary community-based projects or programs;
 - v. perform moderately complex functions including social planning, demographic analysis, survey design and analysis.
- o) in the delivery of disability services as described in subclauses C.1.2 or C.2.2, taking overall responsibility for the personal care of residents; training, coordinating and supervising other employees and scheduling work programmes; and assisting in liaison and coordination with other services and programmes.

C.3.3 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 graduates with a relevant three year degree that undertake work related to the responsibilities under this level—pay point 3;

- ii. entry level for graduates with a relevant four year degree that undertake work related to the responsibilities under this level—pay point 4;
 - 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 except where this level of supervision is not required by the nature of the responsibilities under B.3.2 being undertaken;
 - iii. operate as 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.

C.4 Social and community services employee level 4

C.4.1 Characteristics of this level

- a) A person employed as a social and community services employee level 4 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.

C.4.2 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 the development of expertise over time or previous knowledge;

- 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) provide assistance on grant applications including basic research or collection of data;
- j) undertake a wide range of activities associated with program activity or service delivery;
- k) develop, control and administer a records management service for the receipt, custody, control, preservation and retrieval of records and related material;
- l) undertake computer operations requiring technical expertise and experience and may exercise initiative and judgment in the application of established procedures and practices;
- m) apply computer programming knowledge and skills in systems development, maintenance and implementation;
- n) provide a reference and research information service and technical service including the facility to understand and develop technologically based systems;
- o) where the prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
 - i. liaise with other professionals at a technical/professional level;
 - ii. discuss techniques, procedures and/or results with clients on straight forward 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.4.3 Requirements of the position

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

- a) Skills, knowledge, experience, qualifications and/or training
 - i. knowledge of statutory requirements relevant to work;
 - ii. knowledge of organisational programs, policies and activities;
 - iii. sound discipline knowledge gained through experience, training or education;
 - iv. knowledge of the role of the organisation and its structure and service;
 - v. specialists require an understanding of the underlying principles in the discipline.
- b) Prerequisites
 - i. relevant four year degree with one years relevant experience;
 - ii. three year degree with two years of relevant experience;
 - iii. associate diploma with relevant experience;

- iv. lesser formal qualifications with substantial years of relevant experience; or
- v. attained through previous appointments, service and/or study, an equivalent level of expertise and experience to undertake a range of activities,
- c) Employees undertaking specialised services will be promoted to this level once they have had the appropriate experience and undertake work related to the responsibilities under this level.
- d) Employees working as sole employees will commence at this level.
- e) Organisational relationships
 - i. works under general direction;
 - ii. supervises other staff and/or volunteers or works in a specialised field.
- f) 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.5 Social and community services employee level 5

C.5.1 Characteristics of the level

- a) A person employed as a social and community services employee level 5 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. However, they may be required to exercise initiative and judgment where practices and direction are not clearly defined.
- c) General features at this level indicate involvement in establishing organisation programs and procedures. Positions will include a range of work functions and may involve supervision.
- d) Work may span more than one discipline. In addition, employees at this level may be required to assist in the preparation of, or prepare the organisation's budget. Employees at this level will be required to provide expert advice to employees classified at a lower level and volunteers.
- e) Positions at this level demand the application of knowledge which is gained through qualifications and/or previous experience. In addition, employees will be required to set priorities and monitor work flows in their area of responsibility which may include establishing work programs in small organisations.
- f) Employees are required to set priorities, plan and organise their own work and that of lower classified staff and/or volunteers and establish the most appropriate operational methods for the organisation. In addition, 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.

C.5.2 Responsibilities

To contribute to the operational objectives of the work area, 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) undertake responsibility for a moderately complex project, including planning, coordination, implementation and administration;
- c) undertake a minor phase of a broader or more complex professional assignment;
- d) assist with the preparation of or prepare organisation or program budgets in liaison with management;
- e) set priorities and monitor work flow in the areas of responsibility;
- f) provide expert advice to employees classified at lower levels and/or volunteers;
- g) exercise judgment and initiative where procedures are not clearly defined;
- h) understanding of all areas of computer operation to enable the provision of advice and assistance when non-standard procedures/processes are required;
- i) monitor and interpret legislation, regulations and other agreements relating to occupational health and safety, workers compensation and rehabilitation;
- j) undertake analysis/design for the development and maintenance of projects and/or undertake programming in specialist areas. May exercise responsibility for a specialised area of computing operation
- k) undertake publicity assignments within the framework of the organisation's publicity and promotions program. Such assignments would be of limited scope and complexity but would involve the coordination of facets of the total program including media liaison, design and layout of publications/displays and editing;
- l) operate as a specialist employee in the relevant discipline where decisions made and taken rest with the employee with no reference to a senior employee;
- m) undertake duties that require knowledge of procedures, guidelines and/or statutory requirements relevant to the organisation;
- n) plan, coordinate, implement and administer the activities and policies including preparation of budget;
- o) develop, plan and supervise the implementation of educational and/or developmental programs for clients;
- p) plan, coordinate and administer the operation of a multi-functional service including financial management and reporting;
- q) 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 including aspects of design, formulation of policy, implementation of procedures and presentation;
 - 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;
 - vi. plan, develop and operate a community service organisation of a moderately complex nature.

C.5.3 Requirements of the position

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

- a) Skills, knowledge, experience, qualifications and/or training
 - i. 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. associate diploma with substantial experience;
 - iii. qualifications in more than one discipline;
 - iv. less formal qualifications with specialised skills sufficient to perform at this level; or
 - v. 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. control projects and/or programs;
 - iii. set outcomes for lower classified staff;
 - iv. establish priorities and monitor work flow in areas of responsibility;
 - v. solutions to problems can generally be found in documented techniques, precedents and guidelines or instructions. Assistance is available when required.

C.6 Social and community services employee level 6

C.6.1 Characteristics of the level

- a) A person employed as a social and community services employee level 6 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 and/or the sections of the community served by it. Employees at this level will be expected to contribute to management of the organisation, assist or prepare budgets, establish procedures and work practices. Employees will be involved in the formation of programs and work practices and will be required to provide assistance and/or expert advice to other employees. Employees may be required to negotiate matters on behalf of the organisation.
- c) Positions at this level will require responsibility for decision-making in the particular work area and the provision of expert advice. 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 and coordination of a program, project and/or significant work area. Employees require a good understanding of the long term goals of the organisation.
- d) Employees may exercise managerial responsibility, work independently as specialists or may be 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 level of responsibility for decision-making; the exercise of judgment; delegated authority; 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 resolve organisational issues, negotiate contracts, develop and motivate staff. Employees will be required to understand and implement effective staff management and personnel practices.

C.6.2 Responsibilities

To contribute to the operational objectives of the work area, 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 managerial or specialised functions under a wide range of conditions to achieve results in line with organisation goals;
- c) exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single or multi-specialist operation;
- d) undertake a range of duties within the work area, including develop 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 bodies and/or members of the public;
- f) provide advice on matters of complexity within the work area and/or specialised area;
- g) control and coordinate a work area or a larger organisation within budgetary constraints;
- h) exercise autonomy in establishing the operation of the work area;
- i) provide a consultancy service for a range of activities and/or to a wide range of clients;
- j) where the prime responsibility lies in a specialised field an employee at this level would undertake at least some of the following:
 - i. provide support to a range of activities or programs;
 - ii. control and coordinate projects;
 - iii. contribute to the development of new procedures and methodology;
 - iv. provide expert advice and assistance relevant to the work area;
 - v. supervise/manage the operation of a work area and monitor work outcomes;
 - vi. supervise on occasions other specialised staff;
 - vii. supervise/manage the operation of a discrete element which is part of a larger organisation;
 - viii. provide consultancy services for a range of activities.

C.6.3 Requirements of the position

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

- a) Skills, knowledge, experience, qualification and/or training
 - i. comprehensive knowledge of organisation policies and procedures;
 - ii. specialist skills and/or supervision/management abilities exercised within a multi disciplinary or major single function operation;
 - iii. specialist knowledge gained through experience, training or education;
 - iv. appreciation of the long term goals of the organisation;
 - v. detailed knowledge of program activities and work practices relevant to the work area;

- vi. knowledge of organisation structures and functions;
 - vii. comprehensive knowledge of requirements relevant to the discipline.
- b) Prerequisites
- i. degree with substantial experience;
 - ii. post graduate qualification;
 - iii. associate diploma with substantial experience;
 - iv. attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties required at this level.
- c) Organisational relationships
- i. works under limited direction from senior employees of the Committee of Management or Board;
 - ii. supervision of staff.
- d) Extent of authority
- i. exercise a degree of autonomy;
 - ii. may manage a work area or medium to large organisation or multi worksite organisation;
 - iii. has significant delegated authority;
 - iv. selection of methods and techniques based on sound judgment;
 - v. manage significant projects and/or functions;
 - vi. solutions to problems can generally be found in documented techniques, precedents, or instructions. Advice available on complex or unusual matters.

C.7 Social and community services employee level 7

C.7.1 Characteristics of the level

- a) A person employed as a social and community services employee level 7 will operate under 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.

C.7.2 Responsibilities

To contribute to the operational objectives of the work area, 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 divisional/corporate 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 coordinates 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 policy method and contributes to its development.

C.7.3 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. qualifications are generally beyond those required through tertiary education alone, typically acquired through completion of higher education qualifications to degree level and extensive relevant experience;
 - iv. lesser formal qualifications with acquisition of considerable skills and extensive relevant experience to an equivalent standard; or
 - v. a combination of experience, expertise and competence sufficient to perform the duties required at this level.
- b) Organisational relationships
 - i. works under limited direction;
 - ii. normally supervises other employees and establishes and monitors work outcomes.
- c) Extent of authority
 - i. may manage section or organisation;
 - 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 significant effect on program/project/work areas being managed.

C.8 Social and community services employee level 8

C.8.1 Characteristics of this level

- a) A person employed as a social and community services employee level 8 is subject to broad direction from senior officers 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 either various departments or directly to the organisation.

- b) A person employed as a Social and community services employee level 8 will be subject to broad direction from management/the employer and will exercise managerial responsibility for an organisation. In addition, employees may operate as a senior specialist providing multi-functional advice to other professional employees, the employer, Committee or Board of Management.
- c) 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.
- d) 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.
- e) In addition, employees will be required to develop and implement techniques, work practices and procedures in all facets of the work area.
- f) 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.
- g) 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 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. Positions at this level may be identified by the significant independence of action within the constraints of organisational policy.

C.8.2 Responsibilities

A position at this level may include some of or similar responsibilities to:

- 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.

C.8.3 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.

UNDERTAKINGS in relation to Carers NT Enterprise Agreement 2015: AG2015/6814

Undertaking 1: Shiftwork

1. Employees engaged to perform shiftwork will be provided with the following loadings:-
 - a. An employee 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.
 - b. An employee who works night shift will be paid a loading of 15% of their ordinary rate of pay for the whole of such shift.
 - c. An employee who works a public holiday 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.
2. For the purpose of this undertaking the following shift definitions apply:-
 - a. Afternoon shift means any shift which finishes after 8.00pm and at or before 12 midnight Monday to Friday.
 - b. Night shift means and shift with finishes after midnight or commences before 6.00am Monday to Friday.
 - c. Public Holiday shift means any time worked between midnight on the night prior to a public holiday and midnight of the public holiday.

Undertaking 2: Overtime

In relation to Clause 19 Overtime/ Time Off In Lieu (TOIL) of the Agreement Clause 19 will now read as follows:-

19. Overtime/ Time Off In Lieu

- 19.1 Authorised time worked outside of an employee's ordinary hours (as it relates to the employee's employment status) is overtime.
- 19.2 For clarity purposes, authorised time worked in excess of the following will be deemed as overtime:
 - a) Time worked over 8 hours per day;
 - b) Time worked over 10 hours per day where mutual agreement exists;
 - c) Time worked that totals more than 76 hours per fortnight;
 - d) Time worked that is performed outside the span of hours provided for in clause 10.1.
- 19.3 All authorised overtime hours performed will be paid at the following rates:-
 - a) Monday to Saturday will be paid at time and a half for the first three hours and double time thereafter;
 - b) Sunday will be paid at double time.

- 19.4 Employees may request that overtime that has been authorised and performed to be accrued on an hour for hour basis and provided for as time off in lieu (TOIL), to be taken at a later date.
- 19.5 All time off in in lieu will be taken at a time agreed between Carers NT and the relevant employee.
- 19.6 Time off in lieu is to be taken within two months of being accrued. If time off in lieu cannot be taken within two months for operational reasons, then the accrued time in lieu will be paid out to the employee at the rate specified in Clause 19.3



Signatories:



Signed by Employer


 (Printed name)
Cjc

Title / Position

Witness



 (Printed name)
Tracey Buck

Title / Position

Date: 5 / 11 / 2016
Job
i /

Date: 0 10 / 10 / 2016