



## 1. TITLE

This Agreement shall be known as Safe Places for Children Enterprise Agreement 2013 (the **Agreement**).

## 2. DATE AND PERIOD OF OPERATION

This Agreement will commence operation seven (7) days after the date of approval by the Fair Work Commission and will remain in operation for a period of three (3) years following approval.

## 3. AGREEMENT COVERAGE

This Agreement shall cover Safe Places Community Services Limited and employees in Queensland and Western Australia whose classifications are contained in Section 19 of this Agreement.

## 4. PARTIES BOUND

The parties to this Agreement are:

- Safe Places Community Services Limited (ABN 53 131 345 910) (the **Employer**); and
- Employees of Safe Places Community Services Limited whose classifications are contained in section 19 of this Agreement (the **Employee/the Employees**).

## 5. STAND ALONE AGREEMENT

5.1 This Agreement will operate as a standalone Agreement and operates to the complete exclusion of any other industrial instrument, including any modern award, national agreement preserving a State award, enterprise agreement or pre-reform enterprise agreement.

5.2 By virtue of the operation of *section 57* of the *Fair Work Act 2009* (Cth), no provision of any award or modern award applies to any employees to whom this Agreement applies.

## 6. OBJECTIVES OF THE AGREEMENT

The Employer is committed to long-term growth in the business of caring for Young People and others with extreme behaviours. The achievement of this objective will require the recruitment, retention and development of skilled Employees. Pursuant to this goal this Agreement is intended to foster strength across a number of operational and cultural dimensions such as Work Health and Safety, Quality, Efficiency, Operational flexibility and Human Resource Management.

The Employer is committed to raising the standard of care provided and the professional reputation of workers in the industry. To assist with this process the Employers policies and procedures may refer to employees using different titles to those used in this agreement. A naming convention table will be provided in the policy documents to provide a cross reference to this agreement.

## 7. CONSULTATION

7.1 This term applies if:

- (a) the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
- (b) the change is likely to have a significant effect on Employees of the enterprise.

7.2 The Employer must notify the relevant Employees of the decision to introduce the major change.

7.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

7.4 If:

- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- (b) the Employee or Employees advise the Employer of the identity of the representative;

the Employer must recognise the representative.

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

(a) discuss with the relevant Employees:

- (i) the introduction of the change; and
- (ii) the effect the change is likely to have on the Employees; and
- (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and

(b) for the purposes of the discussion - provide, in writing, to the relevant Employees:

- (i) all relevant information about the change including the nature of the change proposed; and
- (ii) information about the expected effects of the change on the Employees; and
- (iii) any other matters likely to affect the Employees.

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

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

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

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

- (a) the termination of the employment of Employees; or
- (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain Employees; or
- (f) the need to relocate Employees to another workplace; or
- (g) the restructuring of jobs.

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

## 8. DISPUTE RESOLUTION PROCEDURE

8.1 In the event of an Employee having a grievance or dispute about a matter arising under this Agreement or the National Employment Standards (except for disputes related to reasonable grounds for refusal of requests for flexible working arrangements or additional unpaid parental leave) the Employee shall, in the first instance, attempt to resolve the matter with the immediate supervisor, who shall respond to such a request as soon as reasonably practicable under the circumstances.

- 8.2 Where the dispute concerns alleged actions of the immediate supervisor the Employee/s may bypass this level in the procedure by reporting the grievance to a higher level of management beyond that of the supervisor concerned.
- 8.3 If the grievance or dispute is still unresolved after discussions mentioned in clause 6.1 the parties will arrange further discussions involving more senior management as appropriate.
- 8.4 Both the Employee and the Employer may appoint a representative of their choosing to represent them for the purposes of the dispute resolution procedure.
- 8.5 In the event of the matter remaining unresolved, either party may refer the matter to the Fair Work Commission (or equivalent at the time). The decision of the Fair Work Commission shall be final and binding on the parties to the extent permitted by the Fair Work Act (or equivalent at the time).
- 8.6 Whilst the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 8.7 The parties must co-operate to ensure the dispute resolution procedures are carried out as quickly and reasonably possible.

## **9. CONTRACT OF EMPLOYMENT**

- 9.1 The Employer may direct an Employee to carry out such duties as are within the limits of the Employee's skill, competence and training.
- 9.2 The Employee will diligently and faithfully perform all the duties and responsibilities of their employment in accordance with the position description and such other duties as may reasonably be required by the Employer from time to time.
- 9.3 The Employee undertakes:
  - to devote the whole of the Employee's working time and attention and use the Employee's best endeavours to further the development, reputation and business of the Employer.
  - to observe all lawful directions, orders, instructions and policies (as varied from time to time) of the Employer.
  - to disclose to the Employer any additional employment that the Employee attends which relates to or is in competition with the Employer's operations which may result in a conflict of interest.
  - to disclose to the Employer any additional employment that the Employee attends.

## **10. LEGISLATIVE REQUIREMENTS**

- 10.1 This Agreement requires the Employee to perform their duties in conjunction with the policies and procedures determined by the Employer and in line with the requirements of the Employer's Service Provider Licence and the Child Protection Act 1999 (Qld) and Child Protection Regulation 2000 (Qld) and The Children and Community Services Act 2004 (WA).
- 10.2 The Employee shall be required to obtain, keep, and renew any registration, licence, qualification or other endorsement required by law to perform their duties. This includes but is not limited to: In Queensland a Blue Card and in Western Australia a Working with Children Card. Due to operational needs all Employees are required to hold a licence, which has no restrictions to drive a motor vehicle.
  - 10.2.1 Should the Employee at any time be disqualified from holding any instrument noted in clause 10.2 above, the Employee's employment may be terminated.
  - 10.2.2 Should the Employee at any time have an application for any instrument noted in clause 10.2 above rejected, the Employee's employment shall be terminated.
  - 10.2.3 Should the Employee fail to inform the relevant Government Department or Safe Places of an offence or incident as required by either Safe Places Policies and Procedures or the relevant departmental policies or legislative requirements, the Employee's employment shall be

terminated. Should an Employee knowingly withhold information regarding a breach of this clause by another Employee their employment shall be terminated.

10.2.4 Should the Department direct the Employer to not allow an Employee contact with a Young Person or there is a pending Matter of Concern (Qld), Harm Report (Qld), Investigation (W.A.) or similar under investigation, the Employer may stand an Employee down without pay if alternate suitable duties cannot be found.

10.2.5 By agreement and in the event that clause 10.2.1 or 10.2.2 or 10.2.3 is activated an Employee may be stood down without pay if the parties agree that circumstances may change.

## 11. TWO OR MORE CLASSES OF WORK

11.1 If an Employee is directed by their supervisor to perform duties at a higher pay classification for a period of more than four (4) weeks in any twelve (12) week period, that Employee will receive the higher pay level for the time worked at the higher classification provided the Employee is required to perform the full duties of the position.

11.2 The provisions of clause 11.1 will not apply in the case of an Employee performing higher classification duties as part of a training program designed to increase the Employee's skill and suitability for transitioning to a higher pay classification.

11.3 Claims for additional pay resulting from two or more classes of work must be made within seven (7) days of the work performed and must be authorised by the CEO or QSGM that approved that the higher duties be performed.

## 12. EMPLOYMENT CATEGORIES

12.1 Employees covered by this Agreement shall be advised in writing of their employment category upon appointment. Employment categories are either: (a) full-time, (b) part-time, or (c) casual:

*A full-time Employee* works an average of thirty-eight (38) hours per week over the period specified in this Agreement. Such Employees are entitled to various leave entitlements contained in the National Employment Standards. Full-time Employees must be available for rostering every day of the week.

*A part-time Employee* is employed on a weekly basis on ordinary hours which average between six (6) hours per week and thirty-eight (38) hours per week over a period of four (4) weeks. At the time of engagement the Employer and the part-time Employee will agree in writing on how the ordinary hours will be worked and any changes to this agreement will be mutually agreed and confirmed in writing. Part-time Employees are entitled to various leave entitlements contained in the National Employment Standards on a pro-rata basis, according to the ordinary hours of work.

*A casual Employee* may be engaged for work on an hourly basis, at any time on any day of the week and will be paid a loading of 25% on the ordinary time rate, in lieu of leave entitlements, public holidays, notice of termination, and severance and redundancy payments. There will no required minimal hours of engagement for casual Employees.

12.2 By written agreement between the Employer and the Employee, the Employee may move between part-time, full-time and casual status. When an Employee moves from either full-time or part-time status their accrued leave and other accrued entitlements will be paid out.

## 13. PROBATION

13.1 New Employees (other than casual Employees) will be on probation for the first six (6) months of employment. During this period, the Employer will assess the Employee's work performance. At any time during the probationary period, the Employer may terminate the Employee's employment by giving seven (7) days' notice. During the probationary period, the Employee may terminate their employment by providing the same notice to the Employer.

13.2 Where an Employee is transferred to a more senior position or a position in a more senior band, the Employee shall be on probation for a period of six (6) months. During this period the company will assess the Employee's work performance. At any time during the probationary period, the Employer

may return the Employee to their previous position by giving seven (7) days' notice. During the probationary period, the Employee may return to their previous position by providing the same notice to the Employer.

13.3 The Employer may extend an Employee's probation period by up to a further six (6) months if it deems that further training or experience is necessary.

#### 14. ABANDONMENT OF EMPLOYMENT

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

14.2 If, within a period of fourteen (14) days from their last attendance at work or the date of their last absence in respect of which notification has been given or consent has been granted, an Employee has not established to the satisfaction of the Employer that they were absent with reasonable cause, they are deemed to have abandoned their employment.

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

#### 15. ANTI-DISCRIMINATION

The parties to this Agreement agree that:

It is their intention to achieve the objective in *section 3(e)* of the *Fair Work Act 2009* (Cth), which is the prevention of discrimination; and

Any dispute concerning these provisions and their operation will be progressed initially under the dispute resolution procedure in this Agreement; and

Nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation.

The nature of the business involves working with vulnerable children who may at times display sexualised behaviours and other behaviours particular to their cultural or ethnic background. For the protection of the Employer, the Employees and the clients of the business, the Employer may at its absolute discretion direct that only either male or female Employees or Employees with specific cultural or ethnic background perform work with a particular client. The Employer shall ensure such selection shall not affect an Employee's promotion within the enterprise.

#### 16. TERMINATION WITH NOTICE

16.1 Except in the case of probationary Employees, either party may terminate the employment relationship at any time by giving the other party the required period of notice specified below. Instead of providing the specified notice the Employer may choose to make payment in lieu of notice at the Employee's ordinary time rate of pay for any part of the required notice period. If the employee fails to give the required notice, the entitlement to any monies owing equal to the amount of notice not given will be forfeited.

16.2 The required notice of termination for both the Employer and the Employee shall be:

<b>Employee's Period of Continuous Service</b>	<b>Period of Notice</b>
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 year	3 weeks
More than 5 years	4 weeks

**Note:** The period of notice required to be provided by the Employer is increased by one (1) week if the Employee is over 45 years old and has completed at least two (2) years of continuous service with the Employer at the end of the day the notice is given.

16.3 The period of notice required in clause 16.2 above shall not apply in cases of dismissal for serious misconduct or other grounds that justified instant dismissal, or in the case of probational, casual, or employees engaged for a specific period of time, or for a specific task or tasks.

16.4 Employees on probation are required to give and are entitled to seven (7) days' notice of termination.

## **17. TERMINATION WITHOUT NOTICE**

17.1 The Employer may terminate an Employee's employment at any time with immediate effect and without providing the Employee with any notice of termination or payment in lieu of notice, if the Employee commits an act of serious misconduct.

17.2 Serious misconduct includes but is not limited to:

- (a) Wilful or deliberate behaviour by the Employee that is inconsistent with the continuation of the Employee's contract of employment; or
- (b) Conduct that causes imminent and serious risk to:
  - (i) The health or safety of a person; or
  - (ii) The reputation, viability or profitability of the Employer's business.

17.3 Conduct that constitutes serious misconduct includes:

- (a) The Employee engaging in the following during the course of their employment:
  - (i) Theft; or
  - (ii) Fraud;
  - (iii) Or assault;
- (b) Being intoxicated at work;
- (c) Refusing to carry out a lawful and reasonable instruction that is consistent with the Employee's contract of employment.

## **18. REDUNDANCY**

18.1 Where the Employer decides that the Employer no longer wishes the job the Employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the Employer shall consult the Employee directly affected.

18.2 The consultation shall take place as soon as it is practicable after the Employer has made a decision, which will invoke the provisions of clause 16.1 and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the Employees concerned.

### **18.3 TRANSFER TO LOWER PAID DUTIES**

18.3.1 Where an Employee is transferred to lower paid duties for reasons set out in clause 18.1 the Employee shall be entitled to the same period of notice of transfer as the Employee would have been entitled to if the Employee's employment had been terminated under clauses 18.1 and 18.2.

18.3.2 The Employer may, at the Employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the Employer would have been liable to pay and the new lower amount the Employer is liable to pay the Employee for the number of weeks of notice still owing.

18.3.3 The amounts must be worked out on the basis of:

- the ordinary working hours to be worked by the Employee; and

- the amounts payable to the Employee for the hours including for example allowances, loadings and penalties; and
- any other amounts payable under the Employee's employment contract.

#### 18.4 EMPLOYEE LEAVING DURING NOTICE PERIOD

An Employee whose employment is terminated for reasons set out in clause 18.1 may terminate such employment during the period of notice, and if so, shall be entitled to the same benefits and payments under this clause had such Employee remained with the Employer until the expiry of such notice, provided that in such circumstances the Employee shall not be entitled to payment in lieu of notice.

#### 18.5 EMPLOYEES EXEMPTED

Section 18 shall not apply:

- (i) where employment is terminated as a consequence of serious misconduct on the part of the Employee; or
- (ii) to Employees engaged for a specific period or task(s); or
- (iii) to casual Employees.

#### 18.6 INCAPACITY TO PAY

The Employer in a particular redundancy case may make application to the Fair Work Commission to have the redundancy pay prescription amended on the basis of the Employer's incapacity to pay.

### 19. WAGES & RELATED MATTERS

#### 19.1 CLASSIFICATION STRUCTURE

The aim of this classification structure is to provide opportunities for Employees to gain access to career paths and to recognise skills developed and prior learning. It recognises that many of the operational duties/skills may be grouped into functional streams and career progression will often be along/within these streams.

The structure aims to promote flexibility and has 'higher pay for higher value' as a core design principle. Notwithstanding, nothing within the classification structure reduces an Employee's responsibility to follow the reasonable directives of the enterprise. At times the employer may require employees to complete work outside the scope of employment categories in this agreement. Circumstances where this may be required include but are not limited to, where the demand for traditional services have fallen, where the Employer wishes to test new services or the department requests a special service to meet the needs of a case. In all cases employees will be consulted about the arrangements and not disadvantaged.

In moving up levels within or between the various function streams Employees will need to demonstrate proficiency in a number of documented skill competencies for each level. The demonstration of the required proficiency for each competency will be via direct observation and written and verbal questioning and will be subject to strict controls and authorisation by the relevant people within the organisation, progression from level to level and from one stream to another will be solely at the Employer's discretion.

The competencies required at each level will be reviewed and changed as necessary to reflect changes in the Employer's operations over time.

Where legislation allows the Employer will provide salary sacrificing arrangements to assist Employees to maximise their after tax pay. Salary sacrificing is restricted to the cash component of gross wages, including superannuation. The Employer may provide additional salary sacrificing benefits beyond cash benefits on a case by case basis.

#### 19.2 PROFESSIONAL DEVELOPMENT

- 19.2.1 Training for professional development, including required training for a higher classification or position shall be paid for by the Employer but performed in the Employee's own time.
- 19.2.2 Training which is paid for by the Employer would need to be approved by the Employer. In assessing whether to pay for the training the Employer would consider the performance of the Employee, the forecasted future staffing needs of the Employer, and any other benefits the training would provide.
- 19.2.3 Where the Employer instructs an Employee to complete training that is required for their current position, the Employer shall pay for the training and the Employee's time. Training completed under this clause will be considered contact time.
- 19.2.4 Where Employees require training to meet a qualification requirement required by legislation or Government regulation and the qualification is transportable between employers the Employee will pay for such training and complete it in their own time. The Employer will provide whatever non-financial assistance they can.
- 19.2.5 All Employees shall ensure they maintain necessary computer and software skills for their position:

<b>Youth Work</b>	<ul style="list-style-type: none"> <li>• Microsoft Windows</li> <li>• Internet Explorer</li> <li>• Microsoft Word</li> <li>• Microsoft Excel (Basic)</li> <li>• Safe Places Portal</li> </ul>
<b>Case Management</b>	<ul style="list-style-type: none"> <li>• All Youth Work</li> <li>• Microsoft Excel (Intermediate)</li> <li>• Microsoft Power Point</li> </ul>
<b>Zonal Development Officer</b>	<ul style="list-style-type: none"> <li>• All Case Management</li> <li>• Microsoft Excel (Advanced)</li> <li>• SharePoint Web Parts</li> </ul>
<b>Administration</b>	<ul style="list-style-type: none"> <li>• All Zonal Development Officer</li> </ul>

Software skill requirements may be changed from time to time as required in order to fit with the Employer's current I.T. platform.

- 19.2.6 In certain circumstances and at the recommendation of the interview panel and with written approval of the CEO:
- Qualifications gained overseas which are not recognised in Australia under the Australian Quality Training Framework (**AQTF**) may be recognised to assist an Employee meet the requirements of the position
  - A range of experience and short training, including courses run 'in house' at other organisations and courses that are not part of the AQTF may cumulatively be recognised as meeting the qualifications for a position.

19.2.7 Related Fields in the Classification Structure include but are not limited to:

<b>Youth Work</b>	<ul style="list-style-type: none"> <li>• Residential Care</li> <li>• Child Protection</li> <li>• Alcohol and Drug rehabilitation</li> <li>• Disabilities</li> <li>• Mental Health</li> <li>• Social Work</li> <li>• Community Services</li> <li>• Juvenile Justice</li> </ul>
<b>Case Management</b>	<ul style="list-style-type: none"> <li>• All Youth Work related fields</li> <li>• Management</li> <li>• Human Resource Management</li> </ul>
<b>Zonal Development Officer</b>	<ul style="list-style-type: none"> <li>• All Youth Work related fields</li> <li>• Management</li> <li>• Marketing</li> </ul>



	<ul style="list-style-type: none"> <li>• Business</li> <li>• Finance</li> <li>• Human Resource Management</li> </ul>
<b>Administration</b>	<ul style="list-style-type: none"> <li>• Management</li> <li>• Business</li> <li>• Administration</li> <li>• Finance</li> <li>• Human Resources Management</li> </ul>
<b>Zonal Manager</b>	<ul style="list-style-type: none"> <li>• All Zonal Development Office fields</li> <li>• Budgeting</li> <li>• Industrial Relations</li> </ul>

### 19.3 CLASIFICATION STRUCTURE

#### 19.3.1 ADMINISTRATION STREAM

##### 19.3.1.1 ADMIN TRAINEE (ADT)

This level shall be utilised for Employees completing a Certificate 2, 3 or 4 in Business Administration or a related field. Employees at this level shall be required to perform duties as an AD1. Employees at this level are required to complete a training plan as part of their development. To meet the requirements of the role, the Employee:

- May be required to complete 'blocks' of training at a Registered Training Organisation. This time would be paid for by the Employer.
- May be required to complete various administrative tasks and responsibilities of AD1, AD2 or AD3, as required by the Employee's training plan.

Employees at this level will have general knowledge of computer and office equipment operation, be able to perform simple administration related tasks and to adhere to Employer and legislative standards.

At this level the Employee will perform a number of administration tasks under the direct instruction of an experienced Employee. Employees at this level will gain 'doing experience' and understanding across knowledge based and application based competencies.

##### 19.3.1.2 ADMIN 1 (AD1)

Employees at this level will have an understanding of the administration function gained as an Admin Trainee or demonstrable relevant experience from another organisation and will understand and demonstrate through their daily work, compliance with the Employer's administration and finance procedures and the timely processing of all documentation and computer files.

At this level the Employee will be able to work independently without instruction on simple procedures or work as part of a team on more complex procedures. They must be able to demonstrate through direct observation and written and verbal questioning a clear understanding of the required practical and theoretical aspects of the position including a thorough knowledge of the Employer's administration and financial procedures.

This is an introductory level to the administration stream. Employees at this level will have at least one formal review no later than six (6) months from commencement at this level.

##### 19.3.1.2 ADMIN 2 (AD2)

Employees at this level will satisfy the requirements of AD1 but will be able to perform all tasks independently and without instruction.

It will be a requirement for such Employees to:

- Have completed suitable training in appropriate systems; and
- Have completed one further qualification in a related field to at least a Certificate 3 level.

It will be a requirement at this level to provide training and instruction for less experienced Employees and such Employees at this level will be required to hold security codes and keys for the purpose of locking and unlocking the office if requested.

This level will involve ensuring the required records are accurately completed in accordance with required time lines and checking other daily and weekly tasks are satisfactorily completed.

#### 19.3.1.3 ADMIN 3 (AD3)

Employees at this level will satisfy all of the requirements of AD2 and in addition will be required to perform on the job leadership functions.

An Employee at this level will be involved (in combination with managers) coordinating the day to day work duties, such as task allocation to ensure optimum results.

Employees at this level will have a qualification of at least a Diploma level in a related field.

Employees at this level may be required to train and supervise other Employees within the administration stream.

Employees at this level may be required to participate in operational projects and be involved in specific investigations when required.

Employees at this level will be able to independently analyse existing administration systems and propose process improvements to improve the business functioning of those systems.

### 19.3.2 YOUTH WORKER STREAM

#### 19.3.2.1 SUPPORT WORKER (SW)

Employees at this level will have completed the relevant inductions, be able to adhere to company and legislative standards and comply with in house care standards and documentation requirements.

Employees at this level will be able to perform basic duties including:

- Providing sole supervision of a young person who does not currently display high support needs, including sole supervision overnight;
- Providing sole supervision of a young person currently displaying high support needs for period of up to four hours.

An assessment of whether a young person is currently displaying high support needs shall be made by the supervisor.

Full time employees commencing at this level will be formally reviewed not longer than six months from their commencement date. This level shall be utilised for employees completing a Certificate 2, 3 or 4 in Youth Work or a related field as a traineeship.

Employees at this level shall be required to perform duties as a Support Worker or Youth Worker 1. Where employees at this level perform sole supervision of a young person, they shall have access to on-call support.

The Support Worker:

- May be required to complete 'blocks' of training at a Registered Training Organisation. This time would be paid for by the company.
- May be required to complete various administrative tasks and responsibilities of a YW2 or YW3 as required by the employees training plan.

Following the completion of the training, employees at this level may request to be interviewed for a permanent Youth Worker 1 position.

### 19.3.2.2 YOUTH WORKER 1 (YW1)

Employees at this level will have a minimum of six (6) months residential care experience with the Employer or an equivalent organisation, in addition such Employees will have an advanced understanding of the responsibilities and duties associated with the safe supervision of Young People.

In addition such Employees will be able to demonstrate through direct observation and written and verbal questioning a complete understanding of the Employer's systems and procedures.

Employees at this level will be able to perform duties including:

- Providing sole supervision of a Young Person who currently displays extreme support needs, including sole supervision overnight.

An assessment of whether a Young Person is currently displaying high support needs shall be made by the Supervisor.

Youth Workers at this level have the option of requesting additional support, including extra supervision and on call support, when working with a child who has been diagnosed with a mental health condition or who has been convicted of a crime against a person.

Employees at this level will demonstrate through direct observation and written and verbal questioning competency in the tasks associated with the role.

Employees at this level will have at least one further qualification of at least a Certificate III in a related field.

Employees at this level will be responsible for assisting in the preparation of Care Maps, liaising with Child Safety Officers and all other stakeholders under the Case Manager's direction.

It will be a requirement for Employees at this level to be proficient in all specialist Youth Worker roles.

### 19.3.2.3 YOUTH WORKER 2 (YW2)

Employees at this level will satisfy the requirements of level YW1 and have additional qualifications and experience which, in the Employer's view, qualifies the person for the role.

Employees at this level will have at least one further qualification of at least a Certificate IV level in a related field.

Employees at this level will be able to be deployed to any case at any time, including where:

- The Employee has been provided with little or no information about the child's criminal, mental health or other support needs; and/or
- Where there is no Case Manager allocated the case; and/or
- Where there is no on call support immediately available.

## 19.3.3 CASE MANAGEMENT STREAM

### 19.3.3.1 ESTIMATED CASELOADS

POSITION	CASES
YW3	1 single tenancy
CM1	1 x single or multi-tenancy
CM2	2 x single or multi-tenancy; or 1 x single or multi-tenancy*
CM3	3 or 4 x single or multi-tenancy; or 1 or 2 x single or multi-tenancy*

*\* Where the level of support needs of the case/s involved have enabled Safe Places to secure necessary resources from Child Safety to provide additional non-contact hours, and where the arrangement is approved by a Zone Manager.*

### 19.3.3.2 YOUTH WORKER 3 (YW3)

Employees at this level will have fulfilled all the requirements of YW2 (or higher) have a general knowledge of Case Management, have successfully completed the Case Management Induction and demonstrated consistently that they are able to adhere to the Employer's and legislative standards and comply with case plan requirements.

Employees at this level will perform basic case management functions such as the preparation of Care Maps under the direction of a CM1 or higher classification.

Under direction, Employees at this level may be required to oversee rosters and other Employee management related activities.

Employees at this level will be able to demonstrate a thorough understanding of the Case Management functions, will have completed the Case Manager Inductions and will be able where required to perform Case Manager duties for periods of time not exceeding six (6) weeks.

### 19.3.3.3 CASE MANAGER 1 (CM1)

Employees at this level will have successfully performed as a Youth Worker for at least six (6) months or have equivalent experience in another organisation and will have successfully completed the core training to a Case Manager level.

Employees at this level will have at least one (1) qualification in a related field of at least a Certificate IV level.

Employees at the level will be able to perform all Case Manager functions and have a complete understanding of all aspects of the Case Management role gained as a Case Worker and will understand and demonstrate through their daily work compliance with the Employer's procedural and legislative requirements.

At this level the Employee will be able to work unsupervised and manage all of the appropriate interactions with Employees, Senior Managers, Quality and Systems, Finance and Admin; and the Department of Child Safety.

### 19.3.3.4 CASE MANAGER 2 (CM2)

Employees at this level will satisfy all of the requirements of CM1, have a minimum of six(6) months experience with the Employer as a CM1 and in addition will be required to perform on the job leadership functions across cases where required.

An Employee at this level will be involved in a number of cases either on a multi-tenancy basis or separate dwellings, coordinating the day to day duties such as rostering and budget management across cases to ensure optimum results for the Youth Work team, Young Person, Child Safety and the company.

Employees at this level will have at least one (1) qualification in a related field of at least a Diploma level.

Employees at this level may be required to obtain further qualifications at the Employer's expense.

Employees at this level will be required to competently display leadership and managerial skills such that they are able to operate their cases without regular supervision.

Case Managers at this level may be required to provide on call advice and support for complex situations involving:

- Young People currently displaying extreme support needs; and/or

- Young People who are under not under their supervision; and/or
- Young People in other organisations.

#### 19.3.3.5 CASE MANAGER 3 (CM3)

Employees at this level will satisfy all of the requirements of CM2, have a minimum of twelve (12) months experience within the company as a CM2.

Employees at this level will be able to competently deal with the Department of Child Safety and will have completed any required training for the CM position and any elements of the ZM core training relevant to this position (e.g. dealing with customers, coaching staff).

Employees at this level may be required to complete all aspects of setting up a new case unsupervised, including:

- Assessing, categorising and accepting referrals;
- Determining the resources required to deliver services;
- Recruiting teams of Youth Workers; and
- Setting up properties to the required standard.

Employees at this level will be required to competently display managerial skills without supervision such that they are able to operate their cases when no managers or more senior people are available for assistance. If required, Employees at this level will be required to obtain further qualifications at the Employer's expense.

#### 19.3.3.6 ZONAL DEVELOPMENT WORKER (ZDW)

Employees at this level will have fulfilled all the requirements of CM2 (or higher) and have a complete knowledge of Case Management and Youth Work, have successfully completed the Youth Worker, Case Management and ZDO inductions and be able to adhere to the Employer's and legislative standards and comply with all company procedural requirements.

Employees at this level will be able to competently deal with the Department of Child Safety and will have completed all core training for up to and including ZM level and any required in-house course, such as the in-house customer care and coaching courses.

Employees at this level will manage a portion of a Zone, or commence development of a new Zone under the tutelage of a Zonal Manager and will be responsible for sourcing placements, customer relations including heading up complex case review meetings with the Department, Case Manager performance and other duties as directed from time to time by the relevant ZM or the CEO.

Employees at this level will also be able to step into a difficult case or cases and manage "hands on" as required.

Employees at this level will have at least one (1) qualification of at least a Diploma level in a related field.

If required, Employees at this level will be required to obtain further qualifications at the Employer's expense.

The expected case load for this category is direct Case Management of two (2) houses.

#### 19.3.3.7 ZONAL DEVELOPMENT OFFICER (ZDO)

Employees at this level satisfy all the requirements of ZDW.

In addition to the responsibilities of ZDW, under the tutelage of a Zonal Manager, Employees at this level will be required to:

- Set financial targets for households;
- Set human resources targets for Case Managers;
- Prepare case budgets; and
- Plan for and report on the Financial Performance of their zone.

Employees at this level will be required to successfully commence and complete at least one (1) new sales process independently with the relevant client department. This may include:

- Creating new relationships with relevant placement decision makers and influencers;
- Developing a portfolio of sales leads and sales strategies;
- Following up on sales leads;
- Commencing and finalising financial negotiations;
- Assessing and completing a referral form;
- Finalising a placement and placing a child; and
- Ensuring there are adequate facilities and staff to deliver the service;
- Delivering the service offered to a high standard for a period of at least six (6) months.

Employees at this level will have at least one (1) qualification of at least a Diploma level in a Youth Worker related field and at least one qualification of at least a Certificate IV or higher in Marketing, Business or Management.

If required, Employees at this level will be required to obtain further qualifications at the Employer's expense.

Employees at the level will be able to increase the number of cases in their business by regularly meeting with the clients and building confidence with the key stakeholders by successfully delivering the agreed outcomes.

At this level the Employee will be able to work without regular supervision and manage all of the appropriate interactions with Employees, Senior Managers, Quality and Systems, Finance and Admin and client representatives.

An Employee at this level may be involved, across Zones, in senior management team meetings and will be able to contribute to the business by coaching and mentoring employees at various levels of the business.

If required, Employees at this level will be required to obtain further qualifications at the Employer's expense.

#### 19.3.3.8 ZONAL MANAGER

Employees at this level will have demonstrated ZDO skills or have equivalent experience in another organisation and successfully completed core training to the Zonal Manager level and relevant inductions and other training.

As required by the CEO, Employees at this level shall:

- Perform any specialist or cross-organisational project;
- Provide consulting to other organisations;
- Supervise Employees including ZDOs;
- Provide advice to less senior staff about complex human resource (including performance management and dismissal) related issues;
- Oversee the performance of several Zones as required;

#### 19.3.4 QUALITY & SYSTEMS STREAM

##### 19.3.4.1 QUALITY AND SYSTEMS MANAGER 1 (QM1)

Employees at this level will have completed core training through to a CM level.

Employees may have a range of Q&S duties including:

- Deliver Core Training through to a CM level
- Implement Auditing Processes
- Review, Develop and Implement Systems/Policies
- Other Q&S responsibilities outlined as outlined policy or for which there is support/coaching available.
- Project Work designed to ensure Safe Places meets licensing and organisational requirements
- May be required to travel

Employees at this classification level would work under the supervision of a higher classification. They will receive an hour of formal supervision for every seventy-six (76) hours worked, comprehensive internal training, support and coaching.

Employees at this level will be deemed suitable by the Employer based on relevant experience or skills.

Employees at this level will be required to have the following qualifications:

- Certificate IV in Workplace Assessor and Training or other relevant qualification
- Quality Assurance Training

Employees at this level may have the following duties:

- Supervise Staff
- Manage and oversee Complex Projects that cut across geographical areas
- Manage and oversee Training Processes that cut across geographical areas
- Manage and oversee Auditing Processes that cut across geographical areas
- Develop and oversee Policies and Systems that cut across geographical areas
- Travel to remote locations with limited notice
- Objectives would be developed together with Supervisor for a period of up to twelve (12) months
- Oversight of operational aspects of Q&S for up to a two (2) week period
- Regularly report to the Board

#### 19.3.4.2 QUALITY AND SYSTEMS MANAGER 2 (QM2)

Employees at this level will have demonstrated the skills of a QM1 or relevant experience with another company.

Employees at this level will be required to have the following qualifications:

- Completed all requirements for QM1
- Minimum qualification of Diploma of Business Management or equivalent studies
- Other training as identified by the Employer (e.g. Advanced Supervisor Course, Quality Assurance Course).

Employees at this level may have the following duties:

- Supervise Staff
- Supervise staff in other geographical areas
- Set up and Manage Complex Programs or Projects
- Set up and Manage Complex Systems
- Responsibilities for the Financial Performance of programs/divisions
- Required to travel to other Zones for blocks of up to 6 weeks with short notice
- May be required to report directly to the Board
- May be required to represent the Q&S team at Senior Management Team Meetings and Board Meetings
- May be required to oversee the operational aspects of the Q&S for up to a 6 week period with short notice.

These Employees would work with very limited formal supervision and support.

## 19.4 WAGE RATES & HOURS

In addition to the rates of pay in the following table each full time employee will be paid a Length of Service Bonus of an additional one thousand dollars (\$1,000) annually within 2 weeks of each anniversary of their employment in accordance with clause 19.4.2.

<b>Wage Rates</b>								
<b>Stream</b>								
AD	<u>ADT</u>		<u>AD1</u>	<u>AD2</u>	<u>AD3</u>			
QS							<u>QM1</u>	<u>QM2</u>
YW		<u>SW</u>	<u>YW1</u>	<u>YW2</u>	<u>YW3</u>			
CM					<u>CM1</u>	<u>CM2</u>	<u>CM3</u>	
ZD						<u>ZDW</u>	<u>ZDO</u>	
<b>Full Time Employees - Annual Wage</b>								
1-Sep-13					2013 Planned Increase			2.00%
AD, QS	\$28,693		\$39,204	\$41,595	\$44,786	\$52,516	\$60,245	\$67,975
YW,CM,ZM	\$40,475	\$47,525	\$50,555	\$55,909	\$60,216	\$67,105	\$71,727	\$76,719
1-Sep-14					2014 Planned Increase			2.00%
AD, QS	\$29,266		\$39,988	\$42,426	\$45,682	\$53,566	\$61,450	\$69,334
YW,CM,ZM	\$41,284	\$48,475	\$51,566	\$57,027	\$61,420	\$68,477	\$73,162	\$78,254
1-Sep-15					2015 Planned Increase			2.00%
AD, QS	\$29,584		\$40,788	\$43,275	\$46,596	\$54,637	\$62,679	\$70,721
YW,CM,ZM	\$42,110	\$49,445	\$52,598	\$58,168	\$62,648	\$69,816	\$74,625	\$79,819
<b>Casual Worker (Additional Hours) - Hourly Rate</b>								
	All Youth Workers				All Case Managers			
<b>1-Sep-13</b>								
1.0 Hourly Rate	\$23.45				\$27.93			
1.75 Hourly Rate	\$41.04				\$48.88			
Sleepover Allowance	\$47.50				\$47.50			
<b>1-Sep-14</b>					2014 Planned Increase - 102%			
1.0 Hourly Rate	\$23.92				\$28.49			
1.75 Hourly Rate	\$41.84				\$49.84			
Sleepover Allowance	\$48.50				\$48.50			
<b>1-Sep-15</b>					2015 Planned Increase – 102%			
1.0 Hourly Rate	\$24.94				\$29.06			
1.75 Hourly Rate	\$42.68				\$50.83			
Sleepover Allowance	\$49.50				\$49.50			



<b>Required Hours</b>							
<b>Stream</b>							
AD	<u>ADT</u>	<u>AD1</u>	<u>AD2</u>	<u>AD3</u>			
QS						<u>QM1</u>	<u>QM2</u>
YW		<u>YW1</u>	<u>YW2</u>	<u>YW3</u>			
CM				<u>CM1</u>	<u>CM2</u>	<u>CM3</u>	
ZD					<u>ZDW</u>	<u>ZDO</u>	
<b>Admin</b>							
1.0 Hours	38	38	38	38			
<b>Q&amp;S</b>							
1.0 Hours						38	38
<b>YW Hours</b>							
1.0 Hours		28	28	30			
1.75 Hours		10	10	8			
Sleep Over		2.5	2.5	2			
<b>CM Hours</b>							
1.0 Non-Contact Hours				14	20	28	
1.0 Contact Hours				16	10	6	
1.75 Hours				8	8	4	
Sleep Over				2	1	0.5	
<b>ZD Hours</b>							
1.0 Non-Contact Hours					20	38	
1.0 Contact Hours					10		
1.75 Hours					8		
Sleep Over					1		

#### 19.4.1 CHANGE IN NON-CONTACT HOURS

From time to time the demand for the Employer's services changes, and in some cases the Employer may go through an extended period where there are more Case Managers than cases available. Management shall manage staff within these periods with the intention of:

- Retaining staff (i.e. not making staff redundant due to the decreased work available); and
- Not changing staff working hours or conditions, with the exception of modifying non-contact time.

During a period where there are a significantly reduced number of cases available, the following hours may be required:

<b>Change in Non - Contact Hours</b>					
<b>Position</b>	<b>Cases</b>	<b>Non-Contact</b>	<b>Weekday</b>	<b>Weekend</b>	<b>Sleepovers</b>
YW3	Nil	0	28	10	2.5
CM1	Nil	0	30	8	2
CM2	Nil	0	32	6	1
CM3	Nil	0	36	2	0.5
ZDW	Nil	0	36	2	0.5
CM2	1 X single or multi-tenancy	14	18	6	1
CM3	2 X single or multi-tenancy	20	16	2	0.5
ZDW	2 X single or multi-tenancy	20	16	2	0.5

#### 19.4.2 ANNUAL LENGTH OF SERVICE PAYMENT

At each anniversary of employment after 1 September 2013 all full time employees will receive a maximum length of service payment of \$1,000 each year. The payment will be based on the time elapsed between the employees anniversary of full time employment and 1 September 2013. Where the time elapsed is less than one year the employee will be paid a pro rata portion of \$1,000. Where the elapsed time is more than one year the employee will be paid \$1,000.

#### 19.5 PAYMENT OF WAGES

All wages will be paid weekly into the Employee's bank account on the close of business on Thursday each week unless mutually agreed otherwise. Where a public holiday falls on a payday, all wages will be paid on the next working day.

All wages will be paid by electronic transfer to the Employee's nominated financial institution account.

New Employees will not receive any pay until the following documents and notifications have been received by the finance office:

- Tax file declaration
- Bank account details
- Superannuation fund details

#### 19.6 PAYMENT ON TERMINATION

When an Employee's employment is terminated they shall be paid their wages as soon as practicable and in any case on the next pay day, provided the payment summary is agreed between parties.

The calculation of final termination payment will take into account any advances made to an Employee whether by way of a cash advance or an advance on wages paid but not worked. If the Employee's entitlements are not sufficient to cover any advances the Employee will make suitable repayment arrangements such that the outstanding balance is repaid within four (4) weeks.

Employees will be provided with a Separation Certificate within seven (7) days of the Employer receiving a request in writing from the Employee.

#### 19.7 ALLOWANCES

The wage rates specified in clause 19.4 are inclusive of all allowances.

#### 19.8 SUPERANNUATION

Superannuation contributions will be paid as required under the Superannuation Guarantee (Administration) Act 1992, as varied from time to time, to a complying fund.

## 20. HOURS OF WORK

To promote flexibility in work organisation, work may be organised with participation and agreement of Employees and management and include staff from all areas.

Full Time Case Managers are required to work a total of thirty-eight (38) hours per week. The Employee shall perform hours of direct-care weekday, weekend and sleepover time, and non-contact time as specified in the table in 19.4. Where an Employee's normal position includes non-contact time this time must be performed during weekday hours (and hence all weekend hours must be direct contact time). Employees who normally have no or limited non-contact time but are required to work with extended non-contact time in lieu of contact time may be required to work this non-contact time as if it were contact time.

Full Time Youth Workers are required to work a weekly average of thirty-eight (38) hours of direct-care and non-contact. The time shall be performed over an average of twenty-eight (28) weekday hours and ten (10) weekend hours, averaged over an 84 day period. The Employee shall perform an average of 2.5 sleepovers a week. These ratios may be changed from time to time by written agreement between the Employer and the Employee.

Part Time Youth Workers will be required to work the same ratio of hours as full-time Youth Workers on a pro-rata basis or as agreed in writing with the Zonal Manager.

Casual Youth Workers may be required to work any combination of weekday hours, weekend hours and sleepovers.

While an Employee is on shift and direct supervision of Young People is not required, such as family contact visits, attendance at school, independent time and sleep, the Employee is required to complete other functions such as administrative work, housekeeping, cleaning and planning functions.

### 20.1 ON CALL AVAILABILITY AND RESPONSIBILITIES

YW3, CM1, CM2 & CM3's are required to be 'on call' twenty-four (24) hours a day, five (5) days a week. The allowance for being on call is included in the wage under this Agreement. On Call workers are required to respond to arising matters. They are required to put in systems to reduce the need for on call support. If a call is received that requires thirty (30) minutes and/or a house visit the employee can claim a two (2) hour minimum for the on call work even if the matter was resolved in less than two (2) hours.

YW2 may be required to be 'on call' for an average of two (2) days per week. The allowance for being on call is included in the wage under this Agreement. The Employee will receive a minimum of two (2) hours for each call out after hours during which the employee has to visit a work premises or perform more than half an hour work.

All on call Employees are entitled to a phone allowance as per the Employer's policy.

### 20.2 ORDINARY HOURS

- 20.2.1 This position involves **Shift Work**. "Ordinary hours" may be worked over any days of the week, between Monday and Sunday inclusive, between 9am and 9am (i.e. the position has normal hours twenty-four (24) hours, seven (7) days a week). An Employee may be engaged for work on an hourly basis, at any time on any day of the week.
- 20.2.2 Due to the nature of the operations of the business there is no maximum shift length and no minimum length of break between shifts, however the Employer's policy is to wherever possible and practical to roster a maximum of seventy-two (72) hours straight and a minimum break of ten (10) hours. Where an Employee attends a "camp" or other recreational activity away from the normal residence these rostering conditions will not apply. You may ask to change your hours, days and times because of your family or other responsibilities or your personal preferences. The Employer may agree to such a request, if the operation of the business is not adversely affected.
- 20.2.3 The maximum Ordinary Working Hours are thirty-eight (38) hours per week averaged over an eighty-four (84) day period.

- 20.2.4 The nominal Sleepover Hours are eight (8) hours to be taken between 9pm and 8am in accordance with the needs of the case. The sleepover time may be averaged over the period specified in this Agreement. Sleepovers may be interrupted according to the needs of the business however no additional time may be claimed.

Different methods of implementing a 38-hour week may apply to individual Employees, groups or sections of Employees

- 20.2.5 The Zonal Manager will determine where non-contact hours will be worked. The work location will be at either a Safe Places office, Safe Places house, other location determined by the type of work the employee is engaged for or other location for periods of time agreed in writing by the Zonal Manager.
- 20.2.6 All Employees contact hours or hours that would normally have been worked as contact hours in the event an Employee is unable to attend work (excluding annual leave) are to be recorded using the normal timesheet.

## 21. MEAL BREAKS AND REST PAUSES

Youth Workers and Case Managers supervising a child are required to stay at the premises during a normal meal time. In this case a standard meal will be provided at no cost to the Employee.

Administration Officers, Zonal Development Officers, Case Managers and Quality and Systems team members performing non-contact time are entitled to a rest pause of ten (10) minutes duration in the Employer's time in the first and second half of the working day. Such rest pauses shall be taken at such times as will not interfere with the continuity of work where continuity is necessary.

## 22. ADDITIONAL HOURS

Any work outside your ordinary hours of work is called additional hours and shall be accrued and recorded in a place accessible to the Employee. The Employer may request the Employee perform *reasonable additional hours*. These hours may only be performed as direct contact work with a Young Person.

The Employee may refuse to work additional hours in circumstances where such work would result in the Employee working unreasonable hours, having regard to:

- any risk to the Employee's health and safety;
- the Employee's personal circumstances, including any family responsibilities;
- the needs of the workplace;
- the amount of notice provided to the Employee that the additional hours are required or requested;
- whether the additional hours are on a public holiday; and
- the notice (if any) given by the Employer of the additional hours and by the Employee of their intention to refuse it.

The Employee may elect to be paid out for additional hours performed at the rates specified in clause 19.4, provided the Employee has accrued additional hours equivalent to 50% of 38 hours week.

The Employee shall not be required to accept pay out for additional hours.

Full-Time and Part-Time Case Managers will be paid for additional hours as per the Wage Rates Table contained in clause 19.4. Additional hours worked do not increase the amount paid during leave or length of any leave.

Full-Time and Part-Time Youth Workers will be paid for additional hours as per the Wage Rates Table contained in clause 19.4. Additional hours worked do not increase the amount paid during leave or length of any leave.

## 23. ANNUAL LEAVE

- 23.1 Full-time employees are entitled to five (5) weeks paid annual leave for each completed year of service. All requests for annual leave must be submitted a minimum of fourteen (14) days prior to the first day of requested leave where the leave period covered is outside the school holiday period. Where the requested leave covers a period including school holidays the request for annual leave must be submitted a minimum of 8 weeks prior to the requested leave period.
- 23.2 Part-time employees will accrue paid annual leave on a pro-rata basis, calculated on the Employee's ordinary hours of work.
- 23.3 The pay rate for annual leave is at the Employee's ordinary rate of pay at the time the leave is taken, plus a leave loading of 17.5%.
- 23.4 If the employment of an Employee is terminated for any reason such an employee will receive on termination a payment in lieu of any accrued annual leave entitlement, including annual leave loading.
- 23.5 Annual leave must be taken at a time mutually agreed between the Employer and the Employee. Leave request submitted by an Employee will not be unreasonably refused by the Employer.
- 23.6 Annual leave is cumulative with unused balances carried over from year to year.

### 23.7 DIRECTION TO TAKE ANNUAL LEAVE

The Employer may direct Employees to take annual leave in the following circumstances:

- (a) During a period of shut down of a property or a Zone
- (b) When the Employee has accumulated an excessive annual leave balance, deemed to be an annual leave balance of 5 weeks
- (c) When an Employee's performance is not acceptable due to either personal or work related issues
- (d) Employees who are stood down in accordance with Clause 8.2.4 or 8.2.5 above may elect to use annual leave at that time
- (e) When there is a reduced workload due to limited placements.

### 23.8 ANNUAL LEAVE CASH OUT

Employees may elect to request to be paid out for up to one (1) week of annual leave each year. Approval of such a request will be at the Employer's discretion. The following requirements must be met before consideration of such a request will be given:

- (a) The request must be in writing;
- (b) The Employee must have sufficient accumulated leave to cover the requested cash out amount;
- (c) The balance of annual leave owing must be in excess of four (4) weeks;
- (d) The cash out of annual leave has been authorised by the relevant Zonal Manager or in their absence, the CEO;

If an Employee elects to be paid out a portion of annual leave, the Employee will be paid the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone.

## 24. PAID PERSONAL / CARER'S LEAVE

Personal leave is any leave taken for the purposes of personal illness or injury (**sick leave**). Carer's leave is any leave taken for the purposes of caring for an immediate family or household member who is ill, injured or in the case of an unexpected emergency in relation to that person (**carer's leave**).

Full-time permanent Employees will be entitled to a maximum of 76hrs (10 days equivalent) paid personal/carer's leave for each year worked. This entitlement will accrue for each four (4) week period worked by the Employee.

Personal/carer's leave is cumulative. Unused balances will carry over from year to year and the entitlement will continue to accrue whilst the Employee is absent from work on paid leave granted by the Employer. Part-time Employees are entitled to a pro-rata amount of paid personal/carer's leave.

For the purposes of this clause “immediate family” is defined as:

- (a) A spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
- (b) A child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.

#### 24.1 NOTICE OF LEAVE AND EVIDENCE SUPPORTING A CLAIM

The payment of paid personal/carer’s leave is subject to the Employee promptly advising the Employer of the Employee’s absence and its expected duration and in the case of carer’s leave, the name of the person requiring care or support and their relationship to the Employee. Unless a valid reason exists otherwise the Employee should contact the Employer to notify of the absence within four (4) hours of the scheduled start time. This will be required for each rostered shift the Employee is absent.

The inability to attend work must be notified to the Employee’s supervisor by telephone call. Text messages, emails etc. are not an acceptable means of notifying the Employer of an absence. Where a supervisor is unavailable it is the Employee’s responsibility to advise alternative senior management by telephone.

When an Employee is absent due to sickness the Employee is required to provide documentary evidence for the period of personal/carer’s leave. Documentary evidence will usually be in the form of a medical certificate from a registered health practitioner, if this is not possible a statutory declaration can be provided. The Employer may also request an additional medical opinion as soon as reasonably possible if the Employee did not get the medical certificate from a registered health practitioner of the Employer’s choice.

For the purposes of this clause, personal/carer’s leave will be provided and recorded on an hourly basis. Where the prescribed paid personal/carer’s leave is nominated for an Employee each day provided will be considered as 7.6 hours. Each hour that an Employee notifies the Employer they are unavailable to work will be recorded and the personal/carer’s leave hourly balance adjusted accordingly.

Where an Employee is on personal/carer’s leave, or not able to work for some reason they are required to keep in contact on a regular and frequent basis either by email or telephone..

#### 24.2 PERSONAL/CARER’S LEAVE CASH OUT

An Employee may elect to cash out a portion of their accrued paid personal/carer’s leave. Approval of such a request will be at the Employer’s discretion. A request to cash out paid personal/carer’s leave must be on the basis that:

- (a) The Employee’s balance of paid personal/carer’s leave after the cashing out must be at least one hundred and fifty two (152) hours;
- (b) The request from the Employee to cash out a portion of their paid personal/carer’s leave must be in writing; and
- (c) The Employee will be paid the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone.
- (d) Requests for cash out of Personal/Carer’s Leave must be made in October each year and will be paid in November of each year.

### 25. UNPAID CARER’S LEAVE

25.1 All Employees are entitled to two (2) days of unpaid carer’s leave on each occasion that a member of the Employee’s immediate family or household requires care or support due to illness, injury or an unexpected emergency.

For the purposes of this clause “immediate family” is defined as:

- (a) A spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
- (b) A child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.

25.2 A full-time Employee may only take unpaid carer's leave after the Employee has exhausted their other paid personal or carer's leave entitlement.

25.3 Unpaid carer's leave can be taken in one (1) continuous period or in separate periods, as agreed between the Employer and the Employee.

25.4 Before taking unpaid carer's leave, an Employee, where practicable, must give the same notice period as for paid personal / carer's leave as set out in clause 20.1.

25.5 The Employee must, if required by the Employer, produce a medical certificate or statutory declaration to establish that the Employee was required to provide care or support to an immediate family or household member because of the member's illness or injury.

## **26. COMPASSIONATE LEAVE**

Full-time and part-time employees required to be absent by reason of death or serious illness or injury of:

- (a) the Employee's spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or
- (c) a member of the Employee's household will be entitled to two (2) days paid compassionate leave for each occasion with a pro rata entitlement for part-time Employees. Proof of compassionate leave is to be furnished by the Employee to the satisfaction of the Employer.

(c) Compassionate leave will be measured and recorded in the same manner as personal/carer's leave.

(d) Unpaid compassionate leave will be available to all employees including casual employees as required following the use of the paid compassionate leave in (c) above.

### **26.1 COMPASSIONATE LEAVE – CASUAL EMPLOYEES**

A casual Employee is entitled to two (2) days unpaid compassionate leave on the death or serious illness or injury of a member of the person's immediate family or household in Australia as defined in clause 25.1.

Proof of compassionate leave is to be furnished by the employee to the satisfaction of the Employer.

### **26.2 UNPAID LEAVE**

An Employee with the consent of the Employer, may apply for unpaid leave when a member of the Employee's immediate family or household dies or because of serious illness or injury if the period of compassionate leave entitlement provided above is insufficient.

## **27. LONG SERVICE LEAVE**

All Employees covered by this Agreement are entitled to long service leave in accordance with the applicable legislation. Employees eligible for long service leave may advise the company in writing of their intention to take long service leave at half pay and double the time. The calculation of future length of service entitlements will be calculated as if the employee had taken long service leave on the normal rate of pay and time not the double time, half pay option.

## **28. PARENTAL LEAVE**

The Employer will grant unpaid maternity, paternity and adoption leave in accordance with the Fair Work Act 2009 and the National Employment Standards

## **29. COMMUNITY SERVICE LEAVE**

The Employer will grant Employees unpaid leave to attend eligible community service activities in accordance with the Fair Work Act 2009 (Cth).

### 30. JURY DUTY

(a) An employee other than a casual employee required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amounts paid in respect for their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.

(b) Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend for jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.

(c) Employees shall notify their employer as soon as practicable of the date upon which they are required to attend jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.

(d) If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must present for work at the earliest reasonable opportunity.

### 31. PUBLIC HOLIDAYS

Employees are entitled to a day off on a public holiday. The Employer may request an Employee to work on a public holiday, however, an Employee may refuse that request where the Employee has reasonable grounds for doing so. In determining whether an Employee has reasonable grounds for refusing to work on a public holiday, the following factors will be taken into account:

- The nature of the work performed and the type of employment (for example, whether full-time, part-time, casual or shift work);
- The workplace or enterprise (including its operational requirements);
- The Employee's reasons for refusing the request;
- The Employees personal circumstances (including family responsibilities);
- Whether the Employee has acknowledged or could reasonably expect that the Employer might require work on public holidays or particular public holidays;
- The amount of notice in advance of the public holiday given by the Employer when making the request; and
- The amount of notice in advance of the public holiday given by the Employee in refusing the request; and
- Whether an emergency or other unforeseen circumstances or any other relevant factors are involved

Casual Youth Workers will be paid at their usual weekday rate plus a loading of 75% of that rate.

Full Time Case Managers will be entitled to count their public holiday hours as weekend hours.

Full Time Youth Workers will be entitled to count their public holiday hours as weekend hours.

Where a public holiday falls on a weekend the rate of pay and accrued hours will be the usual rate for weekend work.

### 32. WORK HEALTH & SAFETY

The Employer and Employees agree that a safe and secure workplace is important and must comply with Work Health & Safety laws. Employees will take all practicable steps to ensure their own safety while at work, and to ensure that no action or inaction by the Employee while at work causes harm to any other person. Employees will ensure safety procedures are followed at all times. Employees must ensure they know the Employer's health and safety rules and procedures. Employees will not misuse any equipment that is provided to ensure work health and safety. Disciplinary action up to and including dismissal, may be taken against Employees who do not comply with the Employer's rules and procedures regarding work health and safety.

Employees will report to management as soon as possible any accidents, incidents or hazards arising during the course of employment. If Employees have any concerns in relation to their safety or the safety of others, the Employee is required to report these concerns to the safety officer or appropriate manager who will take all practicable steps to provide and maintain a safe work environment.



Employees who knowingly falsely record or supply false information at any time during their employment or recruitment process will be immediately terminated and action taken to recover costs. In this event the Employer and Employee each agree to bear their own legal costs.

Employees whose physical or mental health status changes and it may impact on their work during their period of employment are required to report the changes to their supervisor who, in consultation with the Employee will decide if the Employee is suitability to work or may require some assistance. At all times the privacy of the employee will be preserved.

### **33. RECOVERY OF TRAINING FEES**

33.1 Employees agree and acknowledge that as staff training and development represents a significant investment by the Employer, it is important that the Employer receives a return on that investment.

33.2 In circumstances where Employees hand in their notice during or within three (3) months of completing any training program as part of their induction, then the Employer reserves the right to recover seventy-five percent (75%) of the fees associated with and paid for by the Employer in relation to that training.

33.3 In circumstances where Employees hand in their notice during or within six (6) months of completing any training program as part of their induction, then the Employer reserves the right to recover fifty percent (50%) of the fees associated with and paid for by the Employer in relation to that training.

33.4 In circumstances where Employees hand in their notice during or within nine (9) months of completing any training program as part of their induction, then the Employer reserves the right to recover twenty-five percent (25%) of the fees associated with and paid for by the Employer in relation to that training.

33.5 The training fee recovery will take place automatically from the payroll system. Where the final salary amount is not able to cover the contribution made by the Employer then a repayment scheme will be discussed and agreed between the Employer and the individual Employee.

### **34. PROPERTY OF THE BUSINESS**

Employees must take all reasonable care in using the Employer's property. On termination of an Employee's employment or upon request, the Employee must return in good condition (subject to fair wear and tear) any property in their possession belonging to the Employer. The Employer reserves the right to withhold termination payments until all of the property of the Employer has been returned and to deduct from termination payments the replacement costs of equipment or property not returned in working order.

### **35. CONFIDENTIAL INFORMATION**

Confidential information includes all transactions, records and information pertaining to the business, and any other information which the Employer advises is confidential.

Employees must not disclose any confidential information to any person, firm, company or other body, unless previously and expressly authorised in writing by the Employer.

Employees will not use or attempt to use any confidential information in any manner and for any purpose other than the purpose of the business.

Further, Employees must not reveal or use, either for their own benefit or anyone else's, any confidential information which they may acquire during their employment. Confidential information refers to any information (written or oral) which is not publicly available. This obligation will continue to apply to Employees after employment with the Employer has ended. A breach of this clause will result in termination. If the breach occurs after an Employee leaves the employment of the Employer, legal action may result.

### **36. INTELLECTUAL PROPERTY**

Intellectual Property includes all copyright and neighbouring rights (including rights in relation to performances, phonograms and broadcasts), all rights in relation to inventions or practice models or practice frameworks (including patent rights), registered designs, confidential information (including trade secrets and know-how and

performance or financial records that are not publicly available) and organisational software and systems (including documents, spreadsheets, diagrams, graphs, charts), and all other rights resulting from intellectual activity in the child protection, welfare, social, health, industrial, scientific, literary or artistic fields.

Employees must not disclose any Intellectual Property to any person, firm, company or other body, unless previously and expressly authorised in writing by the Employer.

Employees will not use or attempt to use any Intellectual Property in any manner and for any purpose other than the purpose of the business.

Further employees must not reveal or use, either for their own benefit or anyone else's, any Intellectual Property which they may acquire or develop during the tenure of employment. This obligation will continue to apply to Employees after employment with the Employer has ended.

Employees at ZM or higher may be required to sign a non-compete agreement.

### **37. NO EXTRA CLAIMS**

The Employer and Employees acknowledge and agree that this Agreement is made in full and final settlement of all matters and claims, however described, whether or not any matter or claim is specifically addressed within this Agreement.

From the commencement of this Agreement and until its nominal expiry date, a person covered by this Agreement will not pursue further claims for terms and conditions of employment that would have effect before this Agreement is terminated.

The Employer and Employees further undertaken not to, before the nominal expiry date of this Agreement, initiate any campaign of direct or indirect industrial action intended to secure new conditions of employment.

### **38. VARIATION OF THE AGREEMENT**

This Agreement may be varied in accordance with the Fair Work Act 2009 (Cth).

### **39. INDIVIDUAL FLEXIBILITY ARRANGEMENTS**

39.1 The Employer and an Employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- (a) the agreement deals with 1 or more of the following matters:
  - (i) arrangements about when work is performed;
  - (ii) overtime rates;
  - (iii) penalty rates;
  - (iv) allowances;
  - (v) leave loading; and
- (b) the arrangement meets the genuine needs of the Employer and Employee in relation to one (1) or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the Employer and Employee.

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

- (a) are about permitted matters under *section 172* of the *Fair Work Act 2009* (Cth); and
- (b) are not unlawful terms under *section 194* of the *Fair Work Act 2009* (Cth); and
- (c) result in the Employee being better off overall than the employee would be if no arrangement was made.

39.3 The Employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the Employer and Employee; and
- (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and

(d) includes details of:

- (i) the terms of the enterprise agreement that will be varied by the arrangement; and
- (ii) how the arrangement will vary the effect of the terms; and
- (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

(e) states the day on which the arrangement commences.

39.4 The Employer must give the Employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.

39.5 The Employer or Employee may terminate the individual flexibility arrangement:

- (a) by giving no more than twenty-eight (28) days written notice to the other party to the arrangement; or
- (b) if the Employer and Employee agree in writing - at any time.

**SIGNATURES OF PARTIES**

Signed for and on behalf of Safe Places Community Services Ltd

Title: CHIEF EXECUTIVE OFFICER

Name:

Address

Signature ..... Date .....

In the presence of

Signature..... Date.....

Printed Name .....

Signed for and on behalf of the Employees of Safe Places Community Services Ltd covered by this Agreement.

[Either:

The person below was appointed by the Employees to sign the Agreement on their behalf.

OR

The person below was appointed a bargaining representative in accordance with Division 3 of the Fair Work Act 2009 (Cth).

Name:

Address:

Signature..... Date.....

In the presence of

Signature..... Date.....

Printed Name.....

Notes: