

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.



Relationships Australia South Australia
Enterprise Agreement 2019

Relationships Australia.
SOUTH AUSTRALIA

Relationships Australia South Australia Enterprise Agreement 2019

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A. Welcome

1. ACKNOWLEDGEMENT OF COUNTRY

We acknowledge the traditional lands of the Aboriginal and Torres Strait Islander peoples. We pay respect to their spiritual relationships with their Country.

We acknowledge the original custodians of Australia and in doing so understand that their cultural and heritage beliefs are as important today as they have ever been.

We especially honour the Kurna elders of the Adelaide Plains and the elders of the Murray River and Mallee Region, which includes: Ngaiawang, Ngawait, Nganguruku, Erawirung, Ngintait, Ngarait, Ngarkat, Maraura and Daanggali, upon whose land Relationships Australia South Australia (**RASA**) offices are located.

2. WHAT'S THIS ALL ABOUT?

Our belief in the transformative power of human relationships lies at the heart of everything we do at **RASA**. A particularly important relationship at **RASA** is the employment relationship we enter with you. Our Agreement sets out the benefits, arrangements and conditions in place at **RASA**.

3. WHAT DO WE STAND FOR?

Our organisation's vision is for a just and equitable society in which relationships are respectful, diversity is valued and people have a sense of belonging and an opportunity to learn.

As part of our organisation's values, we aspire to:

- enable a thriving workplace and culture that values, respects and is informed by the wisdom that our Aboriginal and Torres Strait Islander colleagues bring to our organisation and its work;
- celebrate staff diversity with being flexible in how we do things when we can, by finding the best possible balance in meeting our social justice informed values, and the legislative and procedural requirements of a medium sized not for profit organisation;
- sustain simple and smart systems for a safe and supportive workplace;
- ensure that **RASA** is financially sustainable – robust, maximising opportunities and being able to meet current and future challenges; and
- ensure our services can achieve sustainable outcomes for the people we help.

4. WHO IS COVERED BY THIS AGREEMENT?

You will be covered by this Agreement if you are employed by **RASA** and your position is one of the grades listed in clause **51 (Grade Definitions)**.

The Australian Services Union (the **Union**), is also covered by this Agreement.

5. WHEN DOES THE AGREEMENT OPERATE?

The Agreement starts from the date of approval by the Fair Work Commission and has a nominal expiry date of 4 years from that date.

After the expiry date, this Agreement will still operate until it is terminated or replaced.



Mural at Cleland National Park | FYI/ScILS

B. Money matters

6. WHAT GRADE IS MY ROLE?

Grades are defined in clause **51 (Grade Definitions)**.

We will tell you the grade of your role when we employ you, and we will let you know about any changes to your grade.

7. HOW DO I PROGRESS THROUGH PAY POINT LEVELS?

At a Glance

This clause sets out when and how you move to the next pay point level in the grade you are employed in.

7.1 Eligibility to progress

You will be eligible to progress to the next pay point level depending on the fortnightly hours you work:

Fortnightly hours	Eligibility point	Requirements
76 hours	12 months of service	Having satisfactorily completed the current annual review plus acquisition and use of skill in line with grade definitions
Less than 76 hours and more than 45.6 hours	1400 hours of experience with at least 12 months of service	Having satisfactorily completed the current annual review plus acquisition and use of skill in line with grade definitions
Equal to or less than 45.6 hours	1400 hours of experience with at least 12 months of service, or 18 months of service – whichever comes first	Having satisfactorily completed the current annual review plus acquisition and use of skill in line with grade definitions

We will calculate this individually for each different position you are employed in, or together for multiple positions where you perform the same duties in different cost centres.

7.2 Confirmation of progression

At the eligibility point, if you do not meet the requirements, we will hold a discussion with you to make a development plan that is reviewed regularly. Once the requirements are met, you will progress to the next pay point.

8. HOW WILL I BE PAID AND RECEIVE INCREASES?

At a Glance

This clause provides for:

- How and when you will be paid
- When your salary will be increased

8.1 When will you be paid?

You will be paid fortnightly unless we make an agreement with you to pay you monthly. We will pay you through an electronic funds transfer into the bank or financial institution account that you tell us to.

8.2 Increases to the salary rates

The timing and amount of increase is detailed in clause **50 (Salary Rates)**. We will pay you the increased amount from the first full pay period after the increase date.

9. WHAT ALLOWANCES AND REIMBURSEMENTS WILL I RECEIVE?

At a Glance

This clause includes details of the following allowances and reimbursements that you may be entitled to:

- Motor vehicle kilometres
- Travelling time to a different **RASA** work site
- **RASA**-funded trip
- Professional development travel
- Travelling to and from work safely
- On call
- Higher duties
- First Aid
- Sleepover

MOTOR VEHICLE KILOMETRES

9.1 Using your motor vehicle for work

We may require you to use your motor vehicle for work to travel away from your usual place(s) of work listed in your **Employment contract**. You will be compensated for kilometres in excess of the kilometres you would normally drive between your usual place(s) of work and your home.

9.2 Type of compensation

We will pay you an allowance equal to the **ATO** cents per kilometre rate.

If you request to use your personal vehicle when a **RASA** pool car is available, and we agree to it, then we may negotiate to reimburse your fuel expenses.

TRAVELLING TIME TO A DIFFERENT **RASA** WORK SITE

9.3 Compensation for time spent travelling to a different **RASA** work site

When you are required by us to travel away from your usual place(s) of work listed in your **Employment contract** you will be compensated for travelling time that is:

- Outside of your **Ordinary hours** of work; and
- In excess of the time you normally spend travelling between your usual place(s) of work and your home.

9.4 Type of compensation

For this travelling time you can choose to:

- Be paid at your **Base rate of pay**; or
- Accrue time off in lieu of payment.

RASA-FUNDED TRIP

9.5 What we mean by a **RASA**-funded trip

A **RASA**-funded trip occurs when we ask you to travel to a place at a time that you cannot reasonably travel to and from your home within a day, and it will not be for the purpose of professional development.

9.6 Type of compensation when you are on a **RASA**-funded trip

We'll cover particular costs when we require you to go on a trip:

- We will pay for reasonable travel expenses (such as air fares, accommodation and ground transport);
- We will pay you a daily allowance for meals and incidentals at the **ATO** rate for travel; and
- We will pay your **Ordinary hours** of work.

9.7 Compensation for travel time with clients

If you are required by us to travel with clients, you will be compensated for travelling time outside your **Ordinary hours** of work.

For this travelling time you can choose to:

- Be paid at your **Base rate of pay**; or
- Accrue time off in lieu of payment.

9.8 Travel time without clients

If you are not travelling with clients, you and your **People Leader** will come to an agreement about the number of hours (if any) you will be compensated for travelling outside your **Ordinary hours** of work. Generally time spent travelling, such as flights, will not be compensated.

PROFESSIONAL DEVELOPMENT TRAVEL

9.9 Travel for professional development

We'll cover particular costs when we require you to attend professional development and you cannot reasonably travel to and from your home within a day:

- We will pay for reasonable travel expenses (such as your own kilometres, air fares, accommodation and ground transport);
- We will pay you a daily allowance for meals and incidentals at the **ATO** rate for travel, except where food is provided at the professional development; and
- We will pay your **Ordinary hours** of work.

If you can reasonably travel to and from your home within a day, we will not reimburse the use of your own motor vehicle.

You and your **People Leader** will come to an agreement about the number of hours (if any) you will be compensated for travelling outside your **Ordinary hours** of work. Generally time spent travelling, such as flights, will not be compensated.

TRAVELLING TO AND FROM WORK SAFELY

9.10 When there is a risk to your personal safety

If we ask you to start or finish work outside of your usual **rostered hours** at a time when public transport (or your usual or other reasonable means of transport) is not available, and there is a risk to your personal safety, we will reimburse you for any out of pocket expenses or directly pay for all or part of a journey to or from work. This does not count as hours worked.

ON CALL

9.11 We need you to be available between Monday night to Friday morning

If we ask you to be on call (i.e. available for recall to duty) you will be paid an allowance of 2.0% of the **Standard Rate** for the period we ask you to be on call for each full or part 24 hour period .

9.12 We need you to be available between Friday night to Monday morning, and on public holidays

If we ask you to be on call (i.e. available for recall to duty) you will be paid an allowance of 3.96% of the **Standard Rate** for the period we ask you to be on call for each full or part 24 hour period.

9.13 We do need your help

If you are rostered to be on call and are called to work, you can start recording your hours of work from when you respond to the call. You will be paid at your **Base rate of pay** plus any further loadings for the day and time you work.

9.14 Phone expenses

While you are rostered to be on call, if we do not provide you a work phone or phone allowance, we will reimburse any reasonable phone expenses you might have.

HIGHER DUTIES

9.15 You are relieving in a higher grade

If you are asked to work in a higher grade for 5 or more consecutive business days, you will be paid at the first level of the appropriate grade. We may arrange to pay the additional payment to you at the end of the period of acting.

9.16 You are relieving for a position that is not covered by this Agreement

If you are asked to work in a position that is not covered by this Agreement for 5 or more consecutive days, we will negotiate the duties, rate of pay and employment conditions with you.

FIRST AID

9.17 You are a first aid officer

If you agree to perform the role of a **RASA** nominated First Aid officer at a **RASA** site, and you have a current First Aid certificate, you will be paid 1.67% of the **Standard Rate** per week.

SLEEP OVER

9.18 Sleep overnight on excursion

If you are on excursion, as explained in clause 13.6 (**What we mean by excursions**), we will pay you 4.9% of the **Standard Rate** for each night you sleep over.

10. WHAT ARE MY SUPERANNUATION BENEFITS?

At a Glance

In this clause we have set out the superannuation benefits you have when you work with us.

If you take parental leave, you can apply for superannuation contributions to be made for the period of your unpaid parental leave. Details about the benefit are in clause 24.8 (**Superannuation contributions on unpaid parental leave**).

10.1 Our commitment

We will make superannuation contributions for you equal to the minimum legislative Superannuation Guarantee amount. We will make contributions on any paid leave, and on any worker's compensation payments.

10.2 What's the rate?

The Super Guarantee rate is currently 9.5% of your ordinary time earnings up to the Super Guarantee Contribution Cap per quarter (this may change during the nominal term of the Agreement in accordance with legislation).

10.3 You can choose your superannuation fund

We'll make superannuation contributions to the fund you choose as long as it is a complying fund under the Super Guarantee legislation..

10.4 If you don't choose a superannuation fund

If you don't choose a fund, we'll make the contributions to our default fund, Statewide Super.

10.5 You can choose to make a voluntary contribution

You may tell us in writing that you would like for us to pay a specified amount from your post-taxation wages into your nominated superannuation fund. We will require 1 months' written notice to make changes to your voluntary contribution amount.

11. WHAT SALARY PACKAGING ARRANGEMENTS CAN I MAKE?

At a Glance

A salary sacrifice arrangement is also commonly referred to as salary packaging. In this clause we have set out how you can enter a salary sacrifice arrangement at **RASA**.

11.1 **RASA** as a **PBI**

While **RASA** is defined as a **PBI**, you may be eligible to enter into a salary packaging arrangement.

11.2 How much you can salary sacrifice

You are able to tell our Salary Packaging provider if you would like an amount deducted from your wages for salary packaging. You can contribute an amount in line with legislation in tax free earnings each **FBT Year**.

11.3 No taxation liability for **RASA**

When you enter into a salary sacrifice arrangement at **RASA**, you will indemnify **RASA** against any taxation liability arising from the arrangement.

11.4 Salary packaging provider

We will nominate a provider to manage the salary sacrificing services. You will need to pay the fees that the provider sets for your arrangement. We will cover the administrative and payroll costs of maintaining salary packaging services at **RASA**.



The Space Between, Past Forced Adoptions Commemorative Public Artwork, Grundy Gardens, Adelaide, South Australia

C. How and when you work

12. WHAT TYPES OF EMPLOYMENT ARE THERE?

At a Glance

This clause sets out the main types of employment – full time, part time, ongoing, fixed term and casual – and some specific arrangements for you depending on your type of employment. It provides some details about the hours of work for each type of employment.

If you work casually only some parts of our Agreement will apply to you. These are set out in this clause.

12.1 What types of employment are there?

The main types of employment with us are:

- Full time; or
- Part time

And

- Ongoing; or
- Fixed-term

Or

- Casual.

12.2 We'll let you know your type of employment

When you start with us, we'll let you know what basis upon which you are employed.

WORKING FULL TIME

12.3 The basics

If you work full time, this will be 38 hours per week, 76 hours per fortnight or 152 hours each 4 week period. The maximum number of **Ordinary hours** you may work is set out in clause 13 (**When can I work Ordinary hours?**).

12.4 Changing your hours of work

If your start and finish times or days of work are changed permanently, we will offer this to you in writing for your agreement.

WORKING PART TIME

12.5 The basics

If you work part time this will be less than 38 hours per week, 76 hours per fortnight or 152 hours each 4 week period. The maximum number of **Ordinary hours** you may work is set out in clause 13 (**When can I work Ordinary hours?**).

12.6 Your hours

When you start with us as a part time employee, we will make an agreement with you on the number of hours and when you will work.

12.7 Changing your hours of work

If your start and finish times, or days of work, or hours of work are changed permanently, we will offer this to you in writing for your agreement.

WORKING AS AN ONGOING EMPLOYEE

12.8 The basics

As an ongoing employee, we may employ you as either full time or part time.

12.9 If you perform higher duties or a secondment

If you are an ongoing employee and perform higher duties, or a secondment, your employment type will not change to fixed term.

WORKING AS A FIXED-TERM EMPLOYEE

12.10 The basics

As a fixed-term employee, we may employ you as either full time or part time.

12.11 When we will offer you a fixed-term contract

We will offer you a fixed-term contract:

- When the funding agreement is uncertain; and/or
- For the completion of a specified task(s); and/or
- Where there is a requirement for special skills for a project; and/or
- To fill short term vacancies, including when other employees are taking parental leave.

WORKING AS A CASUAL EMPLOYEE

12.12 The basics

As a casual employee you are employed and paid by the hour. The maximum number of **Ordinary hours** you may work is set out in clause **13 When can I work Ordinary hours?**. You will be a casual employee if we tell you at the time of engagement that you are a casual employee.

12.13 Casual loading

If you are a casual employee, we will pay you a casual loading of 25% for **Ordinary hours** you may work. This loading is paid in lieu of parts of our Agreement that do not apply to casual employees, such as annual leave. The loadings in this clause will not be paid when you work overtime (because you will be paid an overtime loading under clause **15.2 (What are the overtime rates for part time and casual employees?)**).

12.14 Minimum hours

We will engage you for a minimum of 2 hours to attend training or a meeting, and 3 hours for a shift that you are required to work.

12.15 Requesting to change from casual employment to ongoing employment

You can ask in writing to become an ongoing employee if:

- In the period immediately prior to your request, you have 12 months' service as a casual employee; and
- You want to become:
 - A full time employee, and you have worked an average of 38 hours per week, an average of 76 hours per fortnight or an average of 152 hours over 4 weeks throughout the 12 month's service; or
 - A part time employee, and you have worked a regular pattern of less than an average of 38 hours per week, less than an average of 76 hours per fortnight or less than an average of 152 hours over 4 weeks throughout the 12 months' service; and
 - Your request is to continue working the same hours you have been working (at the same times and on the same days), unless otherwise agreed.

After discussion with you, we may not agree to your request for reasonable business reasons that we are aware of or are foreseeable by us, for example:

- Anticipated changes to the hours you have been working in the next 12 months;
- An expectation that your casual role would stop being needed in the next 12 months;
- A significant adjustment would be needed to your hours of work.

We will let you know the outcome of your request in writing within 21 days. If we approve your request we will confirm when your new arrangement will start. This will be as soon as possible and we will provide you a new letter of offer. If we don't approve your request we will explain why.

12.16 What applies for casual employees in this Agreement

As a casual employee, only the following provisions of our Agreement apply to you:

- Section A (Welcome)
- Clause 6 (What grade is my role?)
- Clause 7 (How do I progress through pay point levels?)
- Clause 8 (How will I be paid and receive increases?)
- Clause 9 (What allowances and reimbursements will I receive?)
- Clause 10 (What are my superannuation benefits?)
- Clause 12.12 to clause 12.16 (What types of employment are there?)
- Clause 13 (When can I work Ordinary hours?)
- Clause 14 (When can I take a break?)
- Clause 15.2 (What are the overtime rates for part time and casual employees?)
- Clause 18 (What flexible work arrangements are available?)
- Clause 19 (How can I continue to breast feed and work?)
- Clause 20 (How can I change the Agreement to suit my needs?)
- Clause 22.2 (Payment for working on a public holiday)
- Clause 24.5 (Unpaid parental leave)
- Clause 25 (What long service leave do I get?)
- Section F (Other arrangements)
- Section G (We need to talk)
- Clause 41 (When will I be consulted about changes?)
- Clause 45 (What does it mean if I leave and want to return to RASA?)
- Section J (The technical stuff)

13. WHEN CAN I WORK ORDINARY HOURS?

At a Glance

Ordinary hours are your regular and normal hours of work when you are not paid overtime rates.

This clause sets out:

- When you can work **Ordinary hours**
- Loadings during **Ordinary hours**
- Weekend loadings during **Ordinary hours**
- When you go on excursions with clients

13.1 When can you work?

Ordinary hours can be worked any day of the week, including weekends. You:

- Can work up to a maximum of an average of 38 hours per week, 76 hours per fortnight or 152 hours over 4 weeks;
- Can work up to 10 hours per day exclusive of meal breaks;
- Can agree to work your hours on a given day in 2 or more separate periods of work (any break in between will be unpaid).

Ordinary hours include:

- any hours worked on a public holiday on a day you are rostered to work;
- time you are away on paid leave; and
- time you are required to attend professional development.

13.2 Number of days of work

Other than casual employees, you will be rostered for 2 full days off work in each week or 4 full days in each fortnight or 8 full days in each 28 day cycle. We will try and roster your days off consecutively.

13.3 Start and finish times

- A day worker has start and finish times between 6.00am and 8.00pm
- An afternoon worker has a finish time after 8.00pm and at or before 12 midnight
- A night worker has a finish time after 12 midnight or before 6.00am

LOADINGS FOR AFTERNOON AND NIGHT WORKERS

13.4 What loadings will I receive for finishing at a certain time?

You will receive the following additional loadings of your **Base rate of pay** for any **Ordinary hours** you work that finish at these times:

	Finish Time	Loading that applies to entire shift
Afternoon Worker	After 8.00pm and at or before 12 midnight Monday to Friday	15% of Base rate of pay for whole of shift
Night Worker	After 12 midnight or before 6.00am Monday to Friday	20% of Base rate of pay for whole of shift

If any of these hours are overtime, you will be paid in line with clause 15 (**How will I be paid if I am required to work overtime?**) instead of the shift loading.

LOADINGS DURING WEEKEND WORK

13.5 When will I receive weekend rates?

You will receive the following weekend rates on your **Base rate of pay** for any **Ordinary hours** you work between these times:

Weekend Hours	Weekend Rates
Midnight Friday to midnight Saturday	Time and a half
Midnight Saturday to midnight Sunday	Double time

If any of these hours are overtime, you will be paid in line with clause 15 (**How will I be paid if I am required to work overtime?**) instead of the weekend loading.

EXCURSIONS

13.6 What we mean by excursions

We may ask you to go on excursions with clients where you will be required to supervise clients in activities that also include overnight stays from home. Supervision of a client means that you have active responsibility for the safety and welfare of the client while they participate in the **RASA** activity.

If your activity doesn't meet the definition of an excursion, we may still negotiate an arrangement with you.

13.7 Hours of work during excursions

You will be paid for your **Ordinary hours**. We will negotiate with you on the accrual of TOIL for the other hours of work while you are on excursion. If the excursion includes overnight stays, we will also pay you a sleepover allowance, in line with clause **9.18 (Sleep overnight on excursion)**.

13.8 Weekend excursions

If the excursion includes overnight stays on a Saturday and/or Sunday night, we will not ask you to work for more than 10 days in that 2 week cycle.

14. WHEN CAN I TAKE A BREAK?

At a Glance

We will provide you with a meal break, rest break, and a break between rostered work as outlined in this clause.

MEAL BREAKS

14.1 When can I take a meal break?

If you work more than 5 hours, you must take an unpaid meal break between 30 and 60 minutes long. Your unpaid meal break is not counted as time worked. If you are eating your meal with a client as part of your program work you will be paid for this and will not be required to take an unpaid break.

REST BREAKS

14.2 When can I take a rest break?

You can take a paid 10 minute break during each 4 hour period you work, at a time you agree with your **People Leader**. Rest breaks are counted as time worked.

BREAKS BETWEEN ROSTERED WORK

14.3 Breaks between rostered work

We will ensure you have 10 hours between the end of one period of work and the start of another. This does not apply if you are recalled to work during a period you are receiving on-call allowance, or receiving a sleepover allowance in line with clause **9 (What allowances and reimbursements will I receive?)**.

15. HOW WILL I BE PAID IF I AM REQUIRED TO WORK OVERTIME?

At a Glance

This clause outlines when you will be paid for working overtime and what you will be paid. Your overtime entitlement will depend on whether you are a full time, part time, or casual employee.

15.1 What are the overtime rates for full time employees?

	Full Time
Monday – Saturday: Above Ordinary hours	Base rate of pay with: <ul style="list-style-type: none">• Time and a half for the first 3 hours• Double time for any further hours
Sunday: Above Ordinary hours	<ul style="list-style-type: none">• Base rate of pay with double time
Public Holidays	See clause 22 (What public holidays do I get?)

15.2 What are the overtime rates for part time and casual employees?

	Part Time	Full Time
Up to 38 hours per week or 76 hours per fortnight	Base rate of pay	Base rate of pay with casual loading
Monday – Saturday: Above 38 hours per week or 76 hours per fortnight OR Above 10 hours per day	Base rate of pay with: <ul style="list-style-type: none">• Time and a half for the first 2 hours• Double time for any further hours	Base rate of pay with: <ul style="list-style-type: none">• Time and a half for the first 2 hours• Double time for any further hours
Sunday: Above 38 hours per week or 76 hours per fortnight OR Above 10 hours per day	Base rate of pay with double time	Base rate of pay with double time
Public Holidays	See clause 22 (What public holidays do I get?)	

15.3 Time off in lieu of payment

We may offer you overtime on the basis that you will be paid for the overtime or that you will take time off in lieu (TOIL) of payment for working overtime, however this will be your choice.

You may only accrue TOIL when you are working overtime that we have required you to work. TOIL can be accrued in 15 minute blocks. TOIL cannot be accrued above 22.8 hours without the written approval of your **People Leader**.

Time off is accrued at the rate of :

	Overtime Worked	TOIL accrued
Monday - Friday	1 hour	1 hour
Saturday - Sunday	1 hour	1 hour 15 minutes
Public Holidays	1 hour	1 hour 30 minutes

It is your responsibility to enter TOIL accurately and in line with the above table so that you receive the correct TOIL accrual.

The time off needs to be taken within 4 weeks of working the overtime, but may be taken later with the written approval of your **People Leader**.



D. Making it work for you

16. HOW CAN I WORK AWAY FROM THE OFFICE?

At a Glance

This clause sets out how you can work away from a **RASA** site at a home office under a formalised arrangement (home based work). When you are working away from our office some parts of our Agreement won't apply to you. These are set out in this clause.

16.1 Home based workers

We may agree with you that you can perform work from a home office as a home based worker.

In considering whether or not you may work away from a **RASA** site, we will take into account a range of things including the nature of your role, the level of support and supervision you require, the technology you need for your role, the arrangements you propose and your performance. The arrangement must meet the requirements of **RASA** and our clients.

If we do agree, we will confirm in writing with you how often you will work from your home office, your hours of work and the duration of the arrangement (including a review date of the arrangement). Following discussions with you, we'll also let you know:

- how we can both ensure your health, safety, wellbeing and security while you are working from your home office;
- the work expenses that may be incurred by you that we'll reimburse; and
- the circumstances in which the arrangement may cease and you must return to work at a **RASA** site.

16.2 Keeping in touch

If we allow you to work away from a **RASA** site, you must be available to perform work, or attend work related meetings or training or other work related activity, at **RASA** sites as required from time to time. We will give you reasonable notice if you are required to attend a **RASA** site.

16.3 Some parts of our Agreement will not apply to your home based work

When you are working as a home based worker, some parts of our Agreement won't apply to you:

- If you work **Ordinary hours** before 6am or after 9pm weekdays, or on the weekend, you will not be paid any loading for doing so under clause **13.5 (When will I receive weekend rates?)**, unless we have directed you to work those hours.
- If you are required to come to a **RASA** site when you would normally be a home based worker, you will not be paid motor vehicle allowance or travelling time allowance in clause **9 (What allowances and reimbursements will I receive?)**, unless you are required to work at another site than your ordinary place(s) of work listed in your **Employment contract**.

16.4 The technical stuff

The process set out in this clause represents how **RASA** generally intends to deal with these matters. However, there may be situations where the process set out in this clause will not be appropriate. **RASA** will have the sole discretion as to the process to be followed with respect to requests to work from home.

17. HOW CAN I TAKE FLEXIBLE LIFESTYLE LEAVE?

At a Glance

We know that you may have a range of personal, family and lifestyle needs and may request different flexibility arrangements. Our 12 weeks' flexible lifestyle leave is a benefit that offers you more choice in how and when you work. We want to be able to support you with the level of flexibility that works for you and allows you to meet your flexible lifestyle needs and achieve your aspirations at work provided that **RASA** and client needs continue to be met. Flexible lifestyle leave can be taken on a paid (using leave accruals and purchased leave) or unpaid basis.

In this clause we set out what you need to know about flexible lifestyle leave.

17.1 Flexible lifestyle leave

The general principles about flexible lifestyle leave are:

- You can approach your **People Leader** to request their approval for you to take up to 12 weeks' flexible lifestyle leave. Flexible lifestyle leave can be on a paid (through annual leave, long service leave accruals and purchased leave) or unpaid basis.
- In considering your requests, your **People Leader** and **Manager** will take into account a range of things, including your personal circumstances, your length of service, the time of your proposed leave, the nature of your role, and **RASA** and client needs.
- If your request is approved, the timing of your leave will be discussed and agreed with your **People Leader** and **Manager**.
- Any annual leave or long service leave accruals must either be taken before you take flexible lifestyle leave, or as part of your flexible lifestyle leave.

If you are interested in taking flexible lifestyle leave, take a look at our policy (which, for the avoidance of doubt, is not incorporated as a term of this agreement) which provides more information.

18. WHAT FLEXIBLE WORK ARRANGEMENTS ARE AVAILABLE?

At a Glance

You may have particular personal and family circumstances and commitments which mean that you would like to request flexibility in your working arrangements. We want to be able to support you provided that **RASA** and client needs continue to be met.

In this clause we set out what you need to know about flexible working arrangements that you can request under the National Employment Standards.

Other options for flexibility are also set out in clause 16 (How can I work away from the office?), clause 17 (How can I take flexible lifestyle leave?) and clause 22.4 (Substitution of personally significant days).

18.1 Your flexible working arrangement

Under the National Employment Standards, you may be able to apply for a flexible working arrangement because it will help you deal with certain circumstances that arise.

Examples of the types of flexible requests that could be made include:

- Flexible Working Hours
 - Varying the length of shifts
 - Varying starting and finishing times
 - Juggling meal breaks
 - Compressed hours

- Change of Employment Type
 - Moving to part time employment
 - Moving to casual employment
- Change to the Position
 - Job sharing
 - Reclassification to a lower grade
- Planned Leave
 - Purchasing leave
 - Use of long service leave in a fortnightly or monthly cycle
- Operational management
 - Standardised meeting times
 - Dial-in facilities
 - Video conferencing
- Change of Location
 - Moving sites
 - Activity-based work
- Health and Wellbeing Initiatives
 - Additional unpaid breaks
 - 2 or more separate periods of work in a day with unpaid time between

18.2 Changing the way you work

If you are interested in requesting a flexible working arrangement, speak to your **People Leader** about what you're thinking. Any request to work a flexible working arrangement under this clause will be considered in accordance with the National Employment Standards by your **People Leader**, **Manager** and Human Resources.

18.3 Raising a concern

If you have a concern about a matter arising under this clause, you can speak to your **People Leader**, **Manager** and Human Resources.

19. HOW CAN I CONTINUE TO BREAST FEED AND WORK?

At a Glance

In this clause, we set out how you can continue to breast feed when you return from parental leave.

19.1 How we can support you

We will, in addition to considering a request under clause **18 (What flexible work arrangements are available?)**:

- Provide suitable and reasonable workplace facilities for you to express breast milk or breastfeed your child; and
- Provide paid lactation breaks for up to 1 hour per day during work hours.

19.2 Letting us know

When you inform us in writing that you are returning from parental leave, we ask that you also let us know your plans to breast feed, and any other considerations, so that we will be able to prepare for your return.

20. HOW CAN I CHANGE THE AGREEMENT TO SUIT MY NEEDS?

At a Glance

While there are lots of options about how you work in this Agreement, sometimes they won't fit your exact circumstances and we might agree with you to vary the Agreement as it applies to you. You can make a written agreement with **RASA** to change how any of the following terms in the Agreement apply to you:

- arrangements about when work is performed
- overtime rates
- penalty rates
- allowances
- how annual salary is paid, including loadings payable on taking of annual leave.

20.1 Something that works for you

It is important for your working arrangements to meet the genuine needs of both you and **RASA**. Where you request (including after a discussion with us), we may agree with you to make what we're calling a 'Flexibility Agreement' to change how some parts of the Agreement apply to you.

20.2 What can I change?

In your Flexibility Agreement we may both agree to change any of these terms:

- arrangements about when work is performed;
- overtime rates;
- penalty rates;
- allowances; and
- how annual salary is paid, including loadings payable on taking annual leave.

20.3 Details of the Flexibility Agreement

Flexibility Agreements must be in writing and will include details of how the arrangement will work. We'll provide you with the written agreement within 14 days of it being agreed. It will include:

- some formalities – your name, our name, the date it commences and our signatures (or the signature of your parent or guardian if you are under 18);
- details of which terms of the Agreement will be varied and how they will be varied;
- details of how you will be better off overall under the Flexibility Agreement.

20.4 How can I end the arrangement?

Either you or **RASA** may decide that the arrangement doesn't work for them anymore. If this happens, either you or us may terminate the Flexibility Agreement with either 28 days' notice (unless legislation provides for a longer period), or at a time both parties have agreed in writing.

20.5 Content of the Flexibility Agreement

We'll make sure the Flexibility Agreement is only about 'permitted matters' and does not include any 'unlawful terms' (as defined in legislation). We must ensure that any Flexibility Agreement would result in you being better off overall than if no Flexibility Agreement were agreed.



Forgotten Australian Memorial | Peace Park, Adelaide

E. Time off

21. WHAT ANNUAL LEAVE DO I GET?

At a Glance

We provide various options for taking time away from work – so that you can ensure your health and wellbeing, spend time with your friends and family, pursue your interests and fulfil your other commitments.

This clause provides for:

- 4 weeks of annual leave each year (**Pro rata**)
- An extra week of annual leave if you are a **Shiftworker**
- When you need to take a break
- The ability for you to cash out excess annual leave if you wish to

21.1 Your annual leave

If you work full time you are entitled to 4 weeks of annual leave for each year (**Pro rata**) of service with **RASA** which accumulates continuously based on the number of **Ordinary hours** you work.

21.2 Payment for your annual leave and annual leave loading

We will pay you at your **Base rate of pay** for your **Ordinary hours**, plus an annual leave loading equivalent to 17.5% of your **Base rate of pay**

If you take annual leave for your **Ordinary hours** that you work on the weekend, you will be paid at your **Base rate of pay** plus the weekend loading in line with clause 13.5 (**When will I receive weekend rates?**).

21.3 Take a Break

Time away from work is really important for your wellbeing. Our funding model means that annual leave needs to be taken as near as possible to the year it is funded for. For these reasons, **RASA** encourages you to take the annual leave you will accrue each year during that year. If for some reason you don't want to take all your leave in a particular year, we encourage you to take at least 2 weeks' annual leave in a row during the year. You and your **People Leader** will schedule your leave looking at your personal circumstances, preferences and work needs.

21.4 Requiring you to take a break

Sometimes we will require you to take annual leave – but we'd only do that if it's reasonable and you have accrued at least 4 weeks of leave, and after you take the leave you still have at least 4 weeks' of annual leave remaining. This clause is in addition to the annual close down period referred to in clause **31 (What Christmas/New Year Closedown leave do I get?)**.

If we require you to take annual leave, we will give you a minimum of 4 weeks' notice that you need to take annual leave.

21.5 Extra annual leave

If you are a **Shiftworker** you will receive an additional 1 week of annual leave per year.

21.6 Letting us know

You must give us as much notice as possible of the dates of your proposed annual leave. In considering whether to approve your request and the timing of your leave, your **People Leader** will take into account a range of things, including your personal circumstances and our organisational and client needs. We will respond to a request for leave as soon as practicable and we will not unreasonably refuse to agree to a request.

21.7 Cashing out excess leave accruals

We want you to take your annual leave but we understand that from time to time you may accrue excess leave and would prefer to receive a payment for the leave. Additionally, you may need to cash out leave to manage an extraordinary situation in your life. If this is something that interests you, speak to your **People Leader**.

To cash out some of your annual leave:

- you must have more than 4 weeks' annual leave accrued – you may only cash out accrued annual leave in excess of 4 weeks;
- you must agree in writing with your **People Leader** the amount of leave to be cashed out; and
- you will receive payment of what would have been payable to you if you'd taken the annual leave that you have cashed out, including superannuation and annual leave loading.

21.8 Leave accruals when you exit **RASA**

If you have annual leave accrued at the time of your exit from **RASA**, we will pay you the equivalent you would have been paid if you took the leave, including any annual leave loading under clause **21.2 (Annual leave loading)**.

22. WHAT PUBLIC HOLIDAYS DO I GET?

At a Glance

This clause provides for:

- the days which are public holidays
- when you are entitled to a day off on a public holiday
- what payment you will receive if you work on a public holiday
- substitution of personally significant days

22.1 Public holidays

RASA observes the following days:

- | | |
|---|---|
| 1. New Year's Day | 2. Australia Day |
| 3. Adelaide Cup Day | 4. Good Friday |
| 5. The day after Good Friday | 6. Easter Sunday |
| 7. Easter Monday | 8. ANZAC Day |
| 9. Queen's Birthday | 10. Labour Day |
| 11. Christmas Eve, if worked, 7:00 pm to midnight | 12. Christmas Day |
| 13. Proclamation Day | 14. New Year's Eve, if worked, 7:00pm to midnight |

And any other day that is declared or prescribed as a public holiday.

If you are scheduled to work on any of these days, and we do not require you to work, we will pay you at your **Base rate of pay** for your **Ordinary hours**.

22.2 Payment for working on a public holiday

If we require you to work on a public holiday, you will be paid double time and a half of your **Base rate of pay** for all time worked.

22.3 Time off instead of payment for working on a public holiday

If we require you to work on a public holiday, we may agree with you to take time off instead of receiving any payment under this clause, in which case you will be paid at your **Base rate of pay** for working the public holiday. Any time off instead must be taken in line with clause **15.3 (Time off in lieu of payment)**.

22.4 Substitution of personally significant days

If you have a personally significant day that you would like to substitute instead of a public holiday, you may request at least 4 weeks before the public holiday to work on the public holiday and take the full equivalent time off on your chosen day after working the public holiday. When you request to observe a personally significant day, we will consider:

- the public holiday you are requesting to work and the date of the day you would like to take off instead;
- your **Ordinary hours** of work;
- the work you are able to perform outside **RASA's** hours of operation; and
- your ability to access a **RASA** site or if a working from home agreement is in place.

The **Ordinary hours** of work you accrue as time off instead of a public holiday must be used completely on your personally significant day, and may not be accrued for later use. We will only approve a maximum of 1 substituted day each calendar year.

23. WHAT PERSONAL (SICK AND CARER'S) LEAVE DO I GET?

At a Glance

This clause provides for:

- 10 days paid personal leave each year (**Pro rata**)
- 2 days' unpaid carer's leave on each occasion if you run out of paid personal leave
- Extra unpaid personal leave with your **People Leader's** agreement
- Plus, the ability to use your personal leave for one-off appointments, ongoing wellbeing actions, or to go with your partner to pregnancy related appointments
- Leave at half pay
- When you are experiencing a **critical illness**

23.1 Accrual of personal leave

You will accrue personal leave in line with the **Ordinary hours** you work, up to a maximum of 76 hours' leave each year if you work full time (**Pro rata**). Any untaken personal leave accrues from year to year, but is not paid out when your employment ends.

23.2 Taking personal leave

If you cannot work because you are sick or injured, or you need to care for or support an **Immediate family or household member** who is sick, injured or affected by an unexpected emergency, you may take personal leave.

You must let us know before you are due to start work, unless that is not possible, in which case let us know as soon as practicable. We may ask for the reason for your leave, and the estimated length of time you will be on leave.

If you are caring for an **Immediate family or household member**, also let us know your relationship with the person you are caring for.

No matter the cause of your leave, we think it's important that we are able to plan for your health and safety in our workplace, and this will be a conversation your **People Leader** may want to explore with you. Sometimes we may require documentary evidence of your reasons for taking this leave. If this is required, your **People Leader** will explain to you what information is needed.

23.3 Planned appointments

We understand that sometimes you need to plan one-off appointments with your health professionals during work hours. You can use your personal leave for these appointments at a time approved by your **People Leader**.

No matter the cause of your leave, we think it's important that we are able to plan for your health and safety in our workplace, and this will be a conversation your **People Leader** may want to explore with you. Sometimes we may require documentary evidence of your reasons for taking this leave. If this is required, your **People Leader** will explain to you what information is needed.

23.4 Looking after your health and wellbeing

You may have actions you would like to take as either preventative, early intervention or ongoing maintenance of your wellbeing.

Your **People Leader** will write a wellbeing support plan with you that may include a number of activities you believe would be beneficial. These actions may mean you require time off work, and will need to request for leave.

One option is that you can request to use your personal leave for these actions at a time approved by your **People Leader** and we will reasonably consider your request. You must give us at least 2 weeks' notice, unless your **People Leader** agrees to a shorter period.

No matter the cause of your leave, we think it's important that we are able to plan for your health and safety in our workplace, and this will be a conversation your **People Leader** may want to explore with you. Sometimes we may require documentary evidence of your reasons for taking this leave. If this is required, your **People Leader** will explain to you what information is needed.

23.5 We're having a baby!

If you are becoming a parent, you may take personal leave (which can be taken in blocks of a few hours) to attend medical appointments related to the pregnancy at a time approved by your **People Leader**.

You must give us at least 2 weeks' notice, unless your **People Leader** agrees to a shorter period.

23.6 Payment for leave

If you take leave under this clause, you will be paid your **Base rate of pay** for the **Ordinary hours** you would otherwise have worked.

23.7 When you need more leave

In line with the National Employment Standards, if you run out of paid personal leave, you can take up to 2 days' unpaid leave if you need it on each occasion if the leave is taken to provide care or support for an **Immediate family or household member**.

If you need more than 2 days, speak to your **People Leader** about whether you can take some additional unpaid carer's leave. You and your **People Leader** may also agree to you working flexi time – this means that you can work your set number of hours, but agree to starting and finishing times that can accommodate your required time off.

23.8 Leave at half pay

If your recovery period will exceed your leave balance, you can opt to take your personal leave at half pay by speaking to your **People Leader** and providing a medical certificate or written statement from your medical practitioner with your estimated date of return.

23.9 Experiencing critical illness

We understand that sometimes an extraordinary and difficult situation arises where you need some extra help. We will provide you with 2 days of paid leave (not **Pro rata**), per situation, if:

- you have used all your personal leave, and you are diagnosed with a **critical illness**; or
- you have used all your personal leave to recover from a **critical illness**, and fall ill again.

You can apply for leave through discussing your circumstance with your **People Leader**, who will seek approval via your **General Manager** and **General Manager** Human Resources.

This leave is a discretionary leave for **RASA** to show support in a time that an employee is experiencing particular difficulty. The extent of that difficulty and necessity for this leave will be considered on a case by case basis.

24. WHAT PARENTAL LEAVE DO I GET?

At a Glance

A child entering your life is a significant time for you, and we provide various options for leave no matter your gender, your relationship status, your sexual orientation, or whether you are giving birth, adopting or providing long term or **short term foster care**.

This clause provides for:

- Up to 4, 6 or 8 weeks of paid parental leave for birth, adoption and **long term foster care** for ongoing or fixed term employees
- Unpaid parental leave in line with the National Employment Standards
- Unpaid leave to work through arrangements for adoption or foster care
- 2 days paid leave for a **Short term foster care** placement (on up to 4 occasions in a 12 month period)
- Superannuation contributions for unpaid parental leave for up to 2 years after birth, adoption or **Long Term Foster Care** placement

24.1 I'm pregnant and would like to reduce my hours

If you want to work fewer hours for any period while you are pregnant, talk to your **People Leader** about whether arrangements can be made.

24.2 I'm pregnant and would like to work in a different position

If a doctor provides written evidence that you can't perform your position for any period while you are pregnant, because it is not safe for you to do so (but it is OK for you to work generally), you will be transferred to an appropriate safe job for that period (and your **Base rate of pay** will remain the same). If an appropriate safe job cannot be found, you may take leave for the relevant period. The leave will be paid if you are otherwise eligible for unpaid parental leave under the National Employment Standards.

24.3 Letting us know you will need leave

We need to plan for your absences, so you must let us know when you will be taking parental leave (unless the birth is early or adoption or fostering arrangements change). The notice you give us (and the evidence we may ask for) is:

Notice you must give in writing	Evidence we will ask for
<p>For parental leave related to birth:</p> <ul style="list-style-type: none"> At least 10 weeks before you propose commencing leave, let us know the start and finish dates of your leave At least 4 weeks before you propose commencing the leave, confirm the start and finish dates of your leave 	<p>A medical certificate from a registered medical practitioner confirming the pregnancy and the expected or actual birth date (for birth related leave)</p>
<p>For parental leave related to adoption or foster care:</p> <ul style="list-style-type: none"> At least 4 weeks before you propose commencing your leave, let us know the proposed date your leave will start (or, if this is not possible for short term foster care, as soon as possible) 	<p>Confirmation from the relevant Government department of the placement.</p>

24.4 Paid parental leave

We want to provide some additional support by paying for some of your parental leave (of course, any period of paid parental leave will count towards the total unpaid leave you can take). You are eligible if you are an ongoing or fixed term employee. Here's what it looks like:

You are eligible for paid parental leave if you are...	You get paid parental leave of up to...	The paid parental leave...
the Primary Carer who has completed 12 months Continuous service prior to the expected date of birth, adoption or Long Term Foster Care	4 weeks	<ul style="list-style-type: none"> Commences when you start parental leave Must be taken before your child is 1, if the leave is birth related – or if the leave is adoption or Long Term Foster Care related, before your child turns 5 Can be taken at half pay – and any annual leave or long service leave you take during your parental leave can also be at half pay
the Primary Carer who has completed 24 months Continuous service prior to the expected date of birth, adoption or Long Term Foster Care	6 weeks	
the Primary Carer who has completed 36 months Continuous service prior to the expected date of birth, adoption or Long Term Foster Care	8 weeks	
The Support Carer who has completed 12 months Continuous service prior to the expected date of birth, adoption or Long Term Foster Care	4 weeks	<p>Must be taken in the first 12 weeks after the birth</p> <p>Can be taken when the Primary Carer is also on parental leave at RASA</p>

24.5 Unpaid parental leave

The unpaid parental leave you are entitled to is in line with the National Employment Standards. We regard adoption-related leave to also include the placement of a child with you for **Long Term Foster Care**.

24.6 Taking leave at the same time as your Co-Parent who also works for RASA

If you and your **Co-Parent** both work for **RASA**, you can take leave at the same time.

24.7 How much you will be paid

If you are a full time or part time employee, your paid parental leave will be based on your **Base rate of pay** at your **Ordinary hours**. Any shift allowances and loadings will not be included in calculating your paid parental leave.

24.8 Superannuation contributions on unpaid parental leave

If you have completed 12 months **Continuous service** prior to commencing parental leave, you can apply for us to make superannuation contributions for the period of your unpaid parental leave. We will calculate the period of leave from the birth or placement of the child for adoption or **Long Term Foster Care**, until you return to work or reach 24 months, whichever comes first.

If you wish to apply for this benefit, you must do so at the same time that you apply for parental leave.

Any superannuation contribution we make for your period of unpaid parental leave will be paid as a lump sum at the relevant superannuation contribution rate at the time you return to work. We will use your **Base rate of pay** at the time you commenced parental leave to calculate this amount (pro-rata for part time employees). If you are a part time employee your lump sum will be based on the average weekly hours you worked in the 12 months prior to commencing parental leave.

24.9 Arranging adoption / fostering

If you are looking to adopt a child or provide foster care, you may take up to 2 days' unpaid leave to go to interviews, training or examinations which are part of the adoption or fostering process. If you need more than 2 days, discuss it with your **People Leader**. If you have entitlements available, we will require you to take paid leave instead.

You cannot access the leave benefits under this entire Parental Leave clause on more than 1 occasion if you foster, and then adopt the same child.

24.10 Paid leave for short term foster care

If you provide **short term foster care** to 1 or more children, you may take 2 days' paid leave at the time the placement commences, on up to 4 occasions in a 12 month period. You will be paid your **Base rate of pay** for the **Ordinary hours** you would have worked when the leave was taken. This leave is not available for **Long Term Foster Care** arrangements.

24.11 Extending your parental leave

If you originally take less than your full period of unpaid parental leave but decide that you want to extend your unpaid parental leave up to a maximum of 2 years, you should let us know as soon as you can and with at least 4 week's notice. If you want to extend your leave more than once, discuss it with your **People Leader**.

24.12 Keeping in touch

During your unpaid leave, we may agree with you to return and do some work to keep in touch with your employment with us for up to 10 days, in line with the National Employment Standards. If you do this, it won't extend the period of your parental leave.

24.13 Coming back to work

Let us know in advance when you are coming back to work so we can get things organised for your return. When you return to work you can return to your substantive position. If your position no longer exists, but there are other positions available that you are qualified for and capable of performing, you will be entitled to a position as nearly comparable in terms of pay and status.

24.14 Changing the way you work when you return

It may help you to balance your commitments by working on a flexible basis (e.g., changes to hours or pattern of hours) when you return to work after being absent on parental leave. You should discuss with your **People Leader** any change you propose to your working arrangement when you return from parental leave. It's best if you talk to your **People Leader** at least 2 months before you are scheduled to return to work. Your proposal will be seriously considered and if not agreed it would only be for reasonable business reasons (e.g. impact on client service, loss of efficiency, cost, no replacement staff etc.).

24.15 Special maternity leave

If you need to take special maternity leave because of a pregnancy-related illness, you are entitled to unpaid leave or to use your paid personal leave.

If the pregnancy ends within 28 weeks of the expected date of birth of the child, and it is not in the birth of a living child, speak to your **People Leader** about your leave arrangements, including:

- Section 26 (What compassionate leave do I get?); and/or
- Section 32 (What discretionary leave is available?); and/or
- Unpaid leave.

We will make arrangements for you to return to work from special maternity leave within 4 weeks of you letting us know you want to return and you being able to do so.

24.16 What we'll tell your replacement

We usually need to engage someone to perform your position while you are on parental leave. Where we do this, we'll tell your replacement that they are in the position on a temporary basis and that you have a right to return to the position at the end of your parental leave.

24.17 Things you should let us know about

We want to hear from you while you are on leave. In particular, you should let us know about any important matters that will affect your decision about how long you take parental leave, whether you plan to return to work and if you would like us to consider whether you can return to work on a part time basis. Of course, also let us know any change to your contact details, so we can stay in touch with you.

25. WHAT LONG SERVICE LEAVE DO I GET?

At a Glance

This clause provides for:

- Ability to take long service leave as part of a flexible work arrangement, in a series of shorter periods or in 1 continuous period
- An entitlement to take long service leave after 7 years' service
- Ability to cash out long service leave

25.1 How much long service leave do I get?

You will accrue long service leave in line with the South Australian Long Service Leave Act 1987.

25.2 Taking long service leave

You should take your long service leave as soon as you can after it has accrued, taking into account our organisation's and client needs, and with your **People Leader's** approval.

25.3 Taking long service leave early

You can start taking your accrued long service leave after 7 years' service with your **People Leader's** approval.

25.4 Requiring you to take a break

We may require you to take long service leave in line with legislation.

25.5 Payment for long service leave

Payment for long service leave during your employment and on termination of your employment will be made in line with the South Australian Long Service Leave Act 1987.

25.6 Flexible ways to take long service leave

We encourage you to take your long service leave in a way which best suits you, meets the needs of our clients and organisation, and is approved by your **People Leader**. This means you can request to take your long service leave in 1 continuous period, or in a number of flexible shorter periods in line with legislation. The timing, duration and periods of long service leave must be agreed with your **People Leader**.

25.7 Cashing out long service leave

We encourage you to take your long service leave. That said, you may prefer to cash out some or all of that leave in accordance with legislation. If this is something that interests you, speak to your **General Manager** about your request. To cash out long service leave, you must have at least 7 years' **Continuous service**.

26. WHAT COMPASSIONATE LEAVE DO I GET?

At a Glance

This clause provides for:

- 2 days of paid compassionate leave for an **Immediate family or household member's** life threatening illness or life threatening injury
- The equivalent to a week of your **Ordinary hours** of paid compassionate leave for an **Immediate family or household member's** death
- 2 days of paid compassionate leave for other relative's or close friend's death
- 2 days of paid compassionate leave for **Companion animal** death
- Funeral attendance within **Ordinary hours** of work

26.1 Life Threatening Illness

Unfortunately, from time to time, your **Immediate family or household members** may experience a life threatening illness, or sustain a life threatening injury, and you will want to be with them to provide comfort and support. If that happens, you can take 2 days' paid compassionate leave.

26.2 Time to grieve

If an **Immediate family or household member** dies, you can take the equivalent to a week of your **Ordinary hours** of paid compassionate leave. The hours may be split into separate periods of leave.

If a **Close friend or relative** that is not considered part of your **Immediate family or household members** were to die, you can take 2 days' paid compassionate leave.

If your **Companion animal** were to die, you can take 2 days' paid compassionate leave.

26.3 Attending the funeral

If you attend the funeral of a **Significant other** during **Ordinary hours** of work you will be paid for your **Ordinary hours** of work.

26.4 Letting us know

We need to plan for your absence, so you need to give your **People Leader** as much notice of your absence as possible, and explain the likely duration and reason for your leave.

No matter the cause of your leave, we think it's important that we are able to plan for your health and safety in our workplace, and this will be a conversation your **People Leader** may want to explore with you. Sometimes we may require documentary evidence of your reasons for taking this leave. If this is required, your People Leader will explain to you what information is needed.

26.5 Payment for leave

If you take leave under this clause, you will be paid your **Base rate of pay** for the **Ordinary hours** you would otherwise have worked.

27. WHAT ABORIGINAL AND TORRES STRAIT ISLANDER COMMUNITY OBLIGATION LEAVE DO I GET?

At a Glance

This clause provides for paid and unpaid leave for Aboriginal and Torres Strait Islander employees to meet obligations to their community.

27.1 When can I take Aboriginal and Torres Strait Islander community obligation leave?

If you are an Aboriginal and Torres Strait Islander employee, and you are required by family and community responsibilities to be absent from work to meet obligations, you can take up to 2 working days paid and 10 working days unpaid leave in any 12 month period, with the approval of your **People Leader**.

27.2 Letting us know

We need to plan for your absence, so you need to give your **People Leader** as much notice of your absence as possible, and explain the likely duration and reason for your leave.

No matter the cause of your leave, we think it's important that we are able to plan for your health and safety in our workplace, and this will be a conversation your **People Leader** may want to explore with you. Sometimes we may require documentary evidence of your reasons for taking this leave. If this is required, your People Leader will explain to you what information is needed.

27.3 Payment for leave

If you take leave under this clause, you will be paid your **Base rate of pay** for the **Ordinary hours** you would otherwise have worked.

28. WHAT JURY DUTY LEAVE DO I GET?

At a Glance

This clause provides for paid leave when you are called for jury duty.

28.1 Payment during jury duty

During jury duty, we will pay you your **Base rate of pay** in line with the National Employment Standards for 10 days. Any payment you receive from the government for jury duty must be provided to us.

28.2 Jury duty that is longer than 10 days

If your jury duty extends beyond 10 days, you may apply for discretionary leave under clause **32 (What discretionary leave is available?)**.

28.3 Letting us know

We need to plan for your absence, so you must let us know as soon as possible about dates you are required to attend jury service. We may request that you provide proof of attendance, duration and any amounts received for attendance.

29. WHAT COMMUNITY SERVICE LEAVE DO I GET?

At a Glance

This clause provides for leave to volunteer to support your community in times of emergency and natural disaster.

29.1 About community service leave

We encourage and support you to give back to the community. One way you can do this is through volunteering as a member of a recognised emergency management body (e.g. the SES or CFS) to help deal with emergencies and natural disasters.

29.2 Taking community service leave

You can take unpaid community service leave where you volunteer with a recognised emergency management body and are required to help deal with an emergency or natural disaster – this leave includes any reasonable travel time associated with the activity and reasonable rest time after the activity.

29.3 Letting us know

Before you take community service leave, you should discuss it with your **People Leader** and provide us with as much notice as possible and the expected duration of your absence. Of course, in some instances you may not be able to provide us with notice in advance. We may request that you provide proof that you have been or will be absent for community service activities.

30. WHAT FAMILY AND DOMESTIC VIOLENCE LEAVE IS AVAILABLE?

At a Glance

We are committed to supporting our employees who are experiencing family and domestic violence or are providing support to an **Immediate family or household member** who is experiencing family and domestic violence. We want to provide a working environment in which you feel safe and supported and in which you can raise matters.

The clause outlines the support we provide employees in circumstances of family and domestic violence.

30.1 Supporting you through family and domestic violence

We aspire to provide you with a supportive working environment in which you'll feel comfortable speaking up and seeking help and support if you experience family and domestic violence. If you need to know more about the support we provide, or you are providing care or support to an **Immediate family or household member** who is experiencing family and domestic violence, take a look at our policy.

30.2 Paid leave

If you are experiencing family and domestic violence you can access up to 10 days' paid leave (which accrues at the start of each 12 month period of your employment, and does not accumulate from year to year) to attend to matters. This paid leave is for reasons relating to your situation (e.g. to attend legal proceedings, medical appointments or to seek counselling). You can take the leave in one continuous period, in a number of shorter periods or as single days or hours. Access to counselling support services

If you are experiencing family and domestic violence, or are supporting an **Immediate family or household member** who is experiencing family and domestic violence, you can access our confidential, professional counselling and support services through our Employee Assistance Providers.

30.3 Confidentiality

We will make effort to take reasonable measures to treat information relating to family and domestic violence confidentially, and to only disclose the information if required by law or for safety reasons.

30.4 Access to flexible work arrangements

If you are experiencing family and domestic violence, or are supporting an **Immediate family or household member** who is experiencing family and domestic violence, and you would like to work flexibly, you should speak to your **People Leader** about the arrangements that can be made. Flexible arrangements may include changes to hours, pattern or location of work and are further detailed in clause **18 What flexible work arrangements are available?**

30.5 Reducing the risk in the workplace

We want to create a safe working environment for you as far as is reasonably practicable. You and your **People Leader** should work together to consider how to reduce any risk of domestic and family violence occurring in our workplace.

30.6 Notice of your leave

You must give your **People Leader** as much notice as possible if you will be away on family and domestic violence support leave and the reason for your leave.

No matter the cause of your leave, we think it's important that we are able to plan for your health and safety in our workplace, and this will be a conversation your **People Leader** may want to explore with you. Sometimes we may require documentary evidence of your reasons for taking this leave. If this is required, your People Leader will explain to you what information is needed.

30.7 Payment for leave

If you take leave under this clause, you will be paid your **Base rate of pay** for the **Ordinary hours** you would otherwise have worked.

31. WHAT CHRISTMAS/NEW YEAR CLOSEDOWN LEAVE DO I GET?

At a Glance

This clause outlines the leave when we close **RASA** sites during the period between Christmas Day and New Year's Day.

31.1 Taking Closedown leave

We may close **RASA** sites during the period between Christmas Day and New Year's Day. If we do, we will only do it for up to 4 working days and we'll give you at least 4 weeks' notice of the site closure. During this period, you'll be given paid leave for up to 2 days (not **Pro rata** and based on the days you are contracted to work) for which you'll be paid at your **Base rate of pay** for the **Ordinary hours** you would have otherwise worked for these entire days. If you have more than 2 usual work days in this period, you'll need to take either TOIL, annual leave or leave without pay for the remaining days.

32. WHAT DISCRETIONARY LEAVE IS AVAILABLE?

At a Glance

This leave is to support employees who face an extraordinary and difficult situation which may affect their ability to work, and it is such an exceptional situation that it is not covered elsewhere in our Agreement.

For leave due to illness, refer to section 23.9 (Experiencing critical illness), and for family domestic violence, refer to section 30 (What family and domestic violence leave is available?).

32.1 An exceptional situation

We may approve paid discretionary leave when you experience an extraordinary and difficult situation that is such an exceptional situation that it is not covered elsewhere in our Agreement. Examples of this could include a house fire, extreme weather events (e.g. bush fire, flooding), terrorism, war related matters and legal matters (e.g. witness in a criminal matter). They could also include additional leave where we have referred to this clause elsewhere in this Agreement (e.g. Special Maternity Leave).

32.2 Applying for discretionary leave

You can apply for discretionary leave through discussing your circumstance with your **People Leader**, who will seek approval via your **General Manager**, **General Manager** Human Resources and the CEO.

This is a discretionary leave for **RASA** to show support in a time that an employee is experiencing particular difficulty. The extent of that difficulty and necessity for this leave will be considered on a case by case basis.

32.3 Letting us know

Before you take discretionary leave, you should discuss it with your **People Leader** and provide us with as much notice as possible and the expected duration of your absence. Of course, in some instances you may not be able to provide us with notice in advance. We may request that you provide proof that you have been or will be absent for your particular situation.

33. HOW CAN I PURCHASE MORE LEAVE?

At a Glance

We provide lots of choices about taking time away from work – so that you can ensure your health and wellbeing, spend time with your friends and family, pursue your interests and fulfil your other commitments.

This clause provides for:

- Ability to purchase up to 4 weeks of leave per year

33.1 Buy a Break

You may wish to have additional time off from work. Once you have confirmed the dates of the leave, you may request to purchase up to 4 weeks of leave. You may only purchase a maximum of 4 weeks of leave in each calendar year

We will average the cost of the leave over the period from when you apply to when your leave commences, and deduct this from your fortnightly salary over that period.

33.2 Letting us know

You must give us as much notice as possible of the dates of your proposed purchased leave. In considering whether to approve your request and the timing of your leave, your **People Leader** will take into account

a range of factors, including your personal circumstances and our organisation and client needs. We will respond to a request to purchase or take leave as soon as practicable and we will not unreasonably refuse to agree to a request.

33.3 The technical stuff

When you take purchased leave, this will count as leave without pay. Leave without pay affects your service date, and you will not accrue leave entitlements while you are on leave without pay.

34. REQUIREMENTS FOR TAKING LEAVE

34.1 Evidence of your leave

We will only approve your leave if you provide the notice and evidence we require. If we do not approve your leave, you are not entitled to take the leave and you will not be paid for the period of leave.



F. Other arrangements

35. WHAT IS OUR RELATIONSHIP WITH THE UNION?

At a Glance

We are committed to working co-operatively with the **Union** to ensure a productive and efficient workplace. We recognise the **Union** as the appropriate union for our organisation and your choice to join or be represented by it.

35.1 Recognition of the Union

The **Union** (which is the Australian Services Union) is the relevant **Union** for you while you are working with us. It is up to you whether you join the **Union**.

35.2 Our relationships with the Union

The **Union** and we recognise the importance of working together in a co-operative relationship to improve efficiency and productivity and to increase career prospects and the quality of your working life.

35.3 Arrangements if you are appointed a worksite Union representative

If we are notified by the **Union** that you have been appointed as a worksite representative, you may spend a reasonable amount of time (taking into account the requirements of your role) talking about **Union** and work matters with other **Union** members in our organisation. You may discuss these matters with the **Union**, and where authorised by the **Union**, with the relevant **People Leader**.

35.4 Union training leave

Up to 5 days' paid leave per year can be taken by **Union** worksite representatives to attend **Union** training courses, provided the **Union** gives at least 14 days' notice of your nomination to attend and satisfactory arrangements can be made so that client and organisational needs continue to be met. Any expenses to attend the training will need to be paid by you or the **Union**.

36. HOW DO I USE MY PERSONAL VEHICLE FOR WORK?

At a Glance

We may require you to use your personal vehicle as part of your position. This is how we will support you in the event of an accident in your personal vehicle.

36.1 Permission to use your own vehicle

We will consider providing permission to use your own vehicle when you show evidence of your full comprehensive insurance policy or third party property damage insurance policy.

36.2 Accidents happen

We will make up to a \$200 contribution towards your excess payment if:

- you have an accident while driving your approved personal vehicle in the course of your duty; and
- you have submitted a WHS incident report; and
- you show us evidence of making a claim on your insurance.

37. WHAT DOES IT MEAN IF I'M A SHIFTWORKER?

At a Glance

This clause sets out the arrangements when you are a **Shiftworker**.

The annual leave arrangements for a **Shiftworker** are set out in clause 21.5 (Extra annual leave)

37.1 The basics

Full time and part time employees may be employed as a **Shiftworker**. Casual employees will not be employed as a **Shiftworker**.

Full time and part time employees may be employed as a **Shiftworker**. Casual employees will not be employed as a **Shiftworker**.

If we require you to change to or from being a **Shiftworker**, we will tell you writing with details about the shift.

37.2 How do I know if I'm a **Shiftworker**?

You're a **Shiftworker** if you meet the definition of a **Shiftworker** in this agreement. We'll tell you in your Employment contract.



G. We need to talk

38. HOW WILL ISSUES BE RAISED WITH ME IN A PROCEDURALLY FAIR WAY?

At a Glance

If there are allegations against you we are committed to providing you with details of the issue and giving you a reasonable opportunity to respond. This clause sets out when and how allegations will be raised with you if an issue does arise that needs your response.

38.1 The principle of procedural fairness

If there are allegations against you, we will make all reasonable attempts to notify you and give you a reasonable opportunity to respond to the allegations.

38.2 You may be suspended

We may, in our sole discretion, decide to suspend you on full pay while we go through this process. If this happens, we will, as soon as practicable, make all reasonable attempts to inform you of the allegation and give you a reasonable opportunity to respond.

38.3 Appointing a Representative

You can appoint a **Representative** during any of the times we attempt to notify you or you are responding. If you do want to appoint a **Representative**, let us know as soon as you can so that we can recognise your **Representative** and be sure to include them in discussions.

38.4 The technical stuff

The process set out in this clause represents how **RASA** generally intends to deal with these matters. However, there may be situations where the process set out in this clause will not be appropriate. **RASA** will have the sole discretion as to the process to be followed with respect to raising allegations with employees.

39. WHAT IS THE PROCESS FOR DEALING WITH DISPUTES ABOUT THIS AGREEMENT?

At a Glance

In this clause we have set out the process that will be followed if a dispute about this Agreement or the National Employment Standards needs to be addressed.

We encourage you to raise matters with your **People Leader** as soon as you can so they can be resolved as quickly as possible.

Either party to the dispute can be represented at any stage of the process.

39.1 The process for dealing with disputes

The following steps set out the process that will be followed to address concerns you may have about a matter arising under this Agreement or the National Employment Standards:

Step	Action
One	In the first instance, you should try to resolve the dispute through discussions with your People Leader (if this is appropriate).

Step	Action
Two	If the dispute does not resolve at step one, you or your People Leader may attempt to resolve the dispute through discussions with the next level People Leader (if this is appropriate).
Three	If the dispute does not resolve at step two, you, your People Leader or the next level People Leader may discuss the dispute with the CEO or delegate.
Four	If the dispute does not resolve at step three, either party to the dispute may refer the dispute to the Fair Work Commission (FWC) for conciliation or any other method the FWC considers appropriate.
Five	<p>If the dispute does not resolve at step four, either party to the dispute may refer the dispute to arbitration before the FWC.</p> <ul style="list-style-type: none"> • The FWC will have all the powers provided to it under the Fair Work Act. • The FWC's decision will be final and binding, subject to any appeal of the decision.

39.2 Timing

The parties to a dispute must aim to resolve it in a speedy and constructive way.

39.3 Appointing a **Representative**

Any party to a dispute may appoint a **Representative** at any stage of the process.

39.4 Continuing to work

While the parties try to resolve a dispute under this clause, work will continue as normal unless it is not practicable (e.g., because of health and safety, security or because you are suspended while the matter is being investigated).

39.5 This does not cover all disputes

This clause does not cover disputes about whether **RASA** has reasonable business grounds to refuse a request for flexible working arrangements (clauses **16,17,18,30.5** and **44**), or refuse to extend a period of unpaid parental leave (clause 24) This clause also does not cover disputes concerning clause 38.

40. WHO CAN ATTEND MEETINGS WITH ME?

At a Glance

This clause sets out your rights to have a **Representative** or a **Support Person** present at a meeting.

40.1 When you are invited

We may need to talk to you about a performance or disciplinary matter, a workplace dispute or grievance, a redundancy or a harassment and bullying matter. When we invite you to the meeting, we will let you know in general terms what the meeting is about and that you can have a **Representative** or an appropriate **Support Person** present.

40.2 Appointing a Representative

If you do want to appoint a **Representative**, let us know as soon as you can so that we can recognise your **Representative** and be sure to include them in discussions.

If a **RASA** employee is sought as the **Representative**, then they will need permission from their **People Leader** to attend the meeting. If this is not given, an alternative **Representative** may be requested. **RASA** will not pay for expenses (such as kilometres) to your **Representative**.

40.3 Inviting a Support Person

An appropriate **Support Person** is someone who:

- is not in a more senior role than the leader conducting the meeting;
- is not involved in the issues being addressed in the meeting, and
- is not someone who has demonstrated an inability to remain within the boundaries of the role.

If a **RASA** employee is sought as the **Support Person**, then they will need permission from their **People Leader** to attend the meeting. If this is not given, an alternative **Support Person** may be requested. **RASA** will not pay for expenses (such as kilometres) to your **Support Person**.

If you want a **Support Person** present, let us know as soon as you can so that we can let you know if they will be an appropriate person.



H. Changes

41. WHEN WILL I BE CONSULTED ABOUT CHANGES?

At a Glance

We will need to make changes to our workplace arrangements from time to time. We understand that change can be challenging – particularly if you are impacted personally.

We will consult with you about major change, changes to your regular roster or changes to your **Ordinary hours** by giving you information about the change – and considering your views about it.

Of course you are welcome to appoint someone to represent you during any discussion about change.

MAJOR CHANGE

41.1 What is major change?

We'll consult with you when there is a major change that is likely to have a significant effect on you. A major change is where:

- We've made a definite decision to introduce major changes in production, program, organisation, structure or technology; and
- The major change is likely to have a significant effect on you.

A significant impact could include:

- Termination of employment;
- Major change to the composition, operation or size of our workforce or the skills required of employees;
- The elimination or diminution of job opportunities (including opportunities for promotion or tenure);
- The alteration of hours of work;
- The need to retrain employees;
- The need to relocate employees to another workplace; or
- The restructuring of jobs.

41.2 What's the process?

If a major change will have a significant impact on you, as soon as we've made a definite decision, we'll discuss with you (or your **Representative**) and the **Union**:

- The introduction of the change;
- The effect the change is likely to have on you; and
- Measures to avert or mitigate the adverse effect of the change.

We'll consider matters raised by you or the **Union** about the change and aim to provide any information and responses to questions as soon as we can.

41.3 How will we consult?

If you are significantly affected by major change, we'll give you (or your **Representative**) and the **Union**, in writing, all relevant information about the changes including the nature of the change; information about the expected effects of the changes on you; and any other matters likely to affect you.

CHANGE TO REGULAR ROSTER OR ORDINARY HOURS OF WORK

41.4 Change to your regular roster or **Ordinary hours**

We will consult with you about a change to your regular roster or **Ordinary hours** of work. If you are affected by the change, we will:

- Provide you with information about the change;
- Invite you to give your views about the impact of the change (including any impact in relation to your family or caring responsibilities); and
- Reasonably consider those views.

However, we will not consult with you if you have irregular, sporadic or unpredictable working hours.

THE TECHNICAL STUFF

41.5 Appointing a **Representative**

You can appoint a **Representative** during any of the consultation processes in this clause. If you do want to appoint a **Representative**, let us know as soon as you can so that we can recognise your **Representative** and be sure to include them in discussions.

41.6 Confidential information

While we'll give you information about a change, we won't disclose confidential or commercially sensitive information to you, your **Representative** or the **Union**.

41.7 Changes elsewhere in the Agreement

This clause will not apply if there is another process set out elsewhere in this Agreement for making the changes referred to above.

42. WHAT HAPPENS IF MY ROLE IS REDUNDANT?

At a Glance

To adapt to change, roles may become redundant. This clause sets out the support and benefits that we will provide you if your role is redundant.

WHAT IS REDUNDANCY AND REDEPLOYMENT?

42.1 Redundancy

This means we no longer require the work you do in your role (or most of the work that you do) to be done by anyone within a reasonable commuting distance as a result of re-organisation, change of organisational practice, technological change or financial unsustainability.

42.2 Redeployment

This is the process by which we will work with you to explore opportunities for you to move to other roles across **RASA** if your role is made redundant.

42.3 Genuine redundancy payment

This is the termination of employment as a result of genuine redundancy where a suitable alternative role is not available within **RASA** or where you have declined an offer of acceptable alternative employment.

42.4 Exploring redeployment options

The redeployment process will involve exploring redeployment options for you. Options that are available include:

- Applying for available vacancies;
- Employing you without advertising to a directly comparable role;
- Redeployment to a development position (e.g. a role to develop certain skills and competencies); and
- Change of mode (e.g. changing to a different type of employment – such as moving from a full time role to a part time role).

You are encouraged to let us know your preferences to assist this process. This allows us to understand your current personal circumstances and role preferences throughout **RASA** (including whether your preferences is for redundancy payment). Although we will consider your preferences, we do not make our decisions solely on the basis of your preferences.

42.5 Redeployment to a directly comparable role

We will make reasonable efforts to redeploy you to a directly comparable role. When we say 'directly comparable role' we mean a role that:

- Has at least the same **Base rate of pay** and other benefits as your existing role;
- Is at the same location, or a location within a reasonable commuting distance as your existing role;
- Has duties that are reasonable having regard to your skills and abilities.

42.6 What happens if you do not accept a directly comparable role?

If you do not accept a directly comparable role, we will proceed with the termination of your employment through a genuine redundancy payment.

42.7 Redeployment to a non-comparable role

A 'non-comparable role' means a role that isn't a 'directly comparable role'. Where you have been redeployed to a non-comparable role, you will have the opportunity for up to 4 weeks' since the beginning of the redeployment to request to receive a genuine redundancy payment at your pre-redeployment remuneration level. Your employment would then be terminated by reason of redundancy.

42.8 Redeployment to a different mode of employment

If you are redeployed to a role which is a different type of employment, e.g. if you move from a part time role to a full time role, it will be considered redeployment to a non-comparable role.

GENUINE REDUNDANCY PAYMENT

42.9 Amount of notice

We will give you the same amount of notice as set out in clause **46 (How much notice of exiting is needed?)** or payment in lieu.

42.10 Finishing earlier

If we have given you notice of your final day of work, and you want to finish up earlier, you should speak to your **People Leader**. If you finish up before the notice period ends, you will still receive a redundancy payment (outlined below) calculated to your original termination date but will not receive any payment for notice you don't work.

42.11 Time off during the notice period

If you would like to take time off work in order to attend interviews for other employment, you may take up to 1 paid day off in each week of notice.

If you would like to take this time off, your **People Leader** will try to accommodate your request for time off, but may negotiate when you take the time off. Sometimes we may require documentary evidence of your reasons for taking this leave. If this is required, your **People Leader** will explain to you what information is needed.

42.12 Your redundancy payment

You will, subject to this clause, be entitled to a redundancy payment calculated as:

Length of Continuous service	Weeks of pay for employees below 55 years' old	Weeks of pay for employees 55 years' old and above
Under 1 year	0	0
At least 1 years but less than 2 years	4	5
At least 2 years but less than 3 years	6	7
At least 3 years but less than 4 years	8	9
At least 4 years but less than 5 years	9	10
At least 5 years but less than 6 years	11	12
At least 6 years but less than 7 years	12	13
At least 7 years but less than 8 years	14	15
At least 8 years but less than 9 years	16	16
At least 9 years	18	20

THE TECHNICAL STUFF

42.13 Sometimes the redundancy arrangements won't apply to you

- You are not exiting from **RASA** on the grounds of redundancy;
- You are on a traineeship agreement and you are employed for a set period of time, or your employment is limited to the duration of the traineeship agreement;

- You are employed for a fixed term, or for a set task/s; or
- You are a casual employee.

42.14 For guidance only

The process set out in this clause 42.1 to clause 42.8 represents how **RASA** generally intends to deal with these matters. However, there may be situations where the process set out in this clause will not be appropriate. **RASA** will have the sole discretion as to the process to be followed with respect to redundancy and redeployment.



I. Leaving... and coming back

43. WHAT HAPPENS IF MY FIXED TERM CONTRACT ENDS?

At a Glance

This clause sets the arrangements for when a fixed term contract ends.

WHEN YOU ONLY HAVE ONE POSITION

43.1 We do not offer you a new contract because your position is no longer required

If your position is no longer required at the end of your fixed term contract, e.g. the funding ceases, and you leave employment with **RASA**, we will treat the end of your employment in line with clause 42 (What happens if my role is redundant?).

43.2 We do not offer you a new contract and your position continues to be required

If your position continues to be required at the end of your fixed term contract, and we do not offer you a new contract, and you leave employment with **RASA**, we will make an exit payment to you that acknowledges your **Continuous service** above 3 years, calculated as:

Length of Continuous service	Weeks of pay for employees below 55 years' old	Weeks of pay for employees 55 years' old and above
At least 3 years but less than 4 years	8	9
At least 4 years but less than 5 years	9	10
At least 5 years but less than 6 years	11	12
At least 6 years but less than 7 years	12	13
At least 7 years but less than 8 years	14	15
At least 8 years but less than 9 years	16	16
At least 9 years	18	20

WHEN YOU HAVE MORE THAN ONE POSITION

43.3 If you continue employment at **RASA**

If we do not offer you a new contract for your position, and your employment will continue at **RASA** in your other position, this means you will not be eligible for any exit payment acknowledging your service.

44. HOW CAN I TRANSITION TO RETIREMENT?

At a Glance

This clause provides guidance about how you may gradually transition to retirement over a period of up to 18 months (or longer period if agreed) by either taking on a late career role or agreeing an arrangement tailored to reflect your needs.

44.1 Taking on a new role

Once you've decided to retire, we may agree that you step out of your current role and take on a new late career role as you transition to retirement. In a late career role:

- You may agree to take on different responsibilities that allow you to pass on your valuable skills and knowledge to other employees;
- You would be engaged for a set period of up to 18 months (or a longer period if agreed), at the end of which your employment will end and you will retire; and
- You may want to work more flexibly and consider some of the options discussed below.
- If you agree to take on a late career role, you will be employed for a fixed term, but either you or we may end your employment before the end of that period or agree to extend the fixed term.

44.2 Working flexibly in the same role

You may want to stay in the same role, but work more flexibly. You may be interested in purchasing flexible lifestyle leave (see clause 17 [How can I take flexible lifestyle leave?](#)) or working from home (see clause 16 [How can I work away from the office?](#)). You could also discuss and agree with your **People Leader** other arrangements (provided they meet the needs of our organisation and clients) like varying your pattern of work, or reducing your hours.

44.3 At the end of a fixed-term contract

If you go onto a fixed-term contract as part of your transition to retirement arrangements with us, and your employment ends with **RASA** at the end of this fixed-term, you will not be eligible for an exit payment in line with clause 43 ([What happens if my fixed term contract ends?](#)).

44.4 The technical stuff

The process set out in this clause represents how **RASA** generally intends to deal with these matters. However, there may be situations where the process set out in this clause will not be appropriate. **RASA** will have the sole discretion as to the process to be followed with respect to requests to transition to retirement.

45. WHAT DOES IT MEAN IF I LEAVE AND WANT TO RETURN TO RASA?

At a Glance

We recognise that sometimes you may leave us to pursue other goals and gain skills and experience outside of **RASA**. We want to support you to develop and gain external experience and new skills without having to start afresh if you return to us. We want to retain great employees and our organisational culture. To support this, if you return you will receive certain benefits if you return within a time.

This clause sets out the benefits you may be eligible to receive when you return to employment with us.

45.1 The benefits

If you meet the eligibility requirements, we will:

- Provide you with up to 10 days' personal leave (but not more than you had when you left your employment);
- Reinstatement the long service leave you had accrued with us (if it wasn't paid out on termination) when your prior employment with us ended; and
- Recognise your prior service start date with us.

45.2 Eligibility requirements

You will receive the above benefits if:

- Your employment with us ends for any reason (other than serious misconduct) after the date this Agreement commences;
- When your employment ends, this Agreement applies to you; and
- You re-commence working with us within 15 months of your employment with us ending.

If we terminate your subsequent employment with us for any reason (except for redundancy) you will not be entitled to payment for the reinstated accrued long service leave and your prior service will not be taken into account in calculating any long service leave entitlement you may have on termination.

45.3 Let us know

To have your prior service with us recognised and receive the other benefits under this clause, you will need to have told us in writing that you have previously worked for us prior to us offering to reemploy you.

45.4 Duplication of entitlements

You will not be entitled to claim a benefit from us twice (e.g., you will not be entitled to reinstatement of accrued long service leave, or any recognition of the service to which that long service leave related, if you received a payment in lieu of long service leave when your first period of employment ended), including in relation to any long service leave portability scheme that comes into operation.

46. HOW MUCH NOTICE OF EXITING IS NEEDED?

At a Glance

This clause sets out the notice that is required to end your employment.

46.1 Period of notice of termination

Unless otherwise agreed, the period of notice required by either you or us is:

Period of Continuous service	Period of notice
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 years	3 weeks
More than 5 years	4 weeks

If you are over 45, and you have completed 2 years of **Continuous service**, you are entitled to an extra week's notice from us.

46.2 Sometimes we won't give you the notice above

We do not need to give you the notice above if:

- Your employment is ending because of serious misconduct;
- You are employed for a fixed term, or for a set task/s, and your employment is ending at the end of that term or task;
- You are a trainee under a traineeship agreement and you are employed for a fixed period of time or your employment is limited to the duration of the traineeship agreement; or
- You are a casual employee.

46.3 What happens if you resign and don't give us the notice above

If you don't give us the required notice, we may deduct from any payment due to you a sum equal to the amount of notice you did not give.

46.4 Payment in lieu of notice

We may make a payment to you in lieu of any notice we or you are required to give.



J. The technical stuff

47. THE TECHNICAL STUFF

47.1 The National Employment Standards

Our Agreement will not exclude any provision of the National Employment Standards.

47.2 At a glance

The 'At a glance' provisions in our Agreement are not operative clauses of our Agreement. They are for reference only, do not affect the meaning of our Agreement and are not relevant to the construction of our Agreement.

48. BETTER OFF OVERALL

If at any time you consider you would have been paid more if the Social, Community, Home Care and Disability Services Industry Award applied rather than this agreement, we encourage you to raise it with your **People Leader**.

49. THE DICTIONARY

Term	Meaning
ATO	Australian Tax Office
Base rate of pay	Your rate of pay as outlined in this agreement without any loadings or penalties.
Close friend or relative	Means a person who has an important relationship with you, who may be part of your family structure and is part of your personal network.
Companion animal	Any dog or cat, and any other domesticated animal, which an employee normally maintains in or near their household.
Continuous service	The total of your paid working time and paid leave in your current period of employment at RASA.
Co-Parent	Your child's other parent.
Critical illness	A disease or injury that requires substantial medical intervention in a hospital setting.
Employment contract	The current letter of offer from RASA that you have accepted.
FBT Year	The fringe benefits tax (FBT) year runs from 1 April to 31 March.
General Manager	A RASA Executive team member.
Immediate family or household member	Means: <ul style="list-style-type: none">• your partner (whether you are married or not, and of any gender);• your former partner;• your child (including anyone that you consider your child), parent, grandparent, grandchild, brother, sister, or that of your partner;• brother-in-law, sister-in-law or any person who lives with the employee permanently or other significant relationship.

Long Term Foster Care	Long-term foster care is an arrangement with the Australian Government where care is provided until family circumstances change or until the child turns 18.
Manager	A RASA employee in a position at Grade 7 or above.
Ordinary hours	Your regular and normal hours of work when you are not paid overtime rates.
PBI	A public benevolent institution (PBI) is a charity whose main purpose is to relieve poverty, sickness, suffering or disability. The Australian Charities and Not-for-profits Commission (ACNC) is responsible for determining PBI status.
People Leader	An employee that has an employee reporting directly to them.
Primary Carer	You are the primary carer of a child if your child is in your care, and you meet, or direct others to meet, the child's physical needs more than anyone else. Only 1 person can be a child's primary carer at a time.
Pro rata	Proportional to the number of hours you work. The amount listed for a full-time employee will be less if you are a part-time employee.
RASA	Relationships Australia South Australia Ltd, the employer
Representative	Someone you have appointed to act and speak on behalf of you. A representative may include a Union, legal or other representative.
Rostered hours	The days and times you are required to work.
Shiftworker	An employee who works for more than 4 ordinary hours on 10 or more weekends during the yearly period in respect of which their annual leave accrues.
Short term foster care	Short-term foster care is an arrangement with the Australian Government where care is provided for a period that can last from 2 weeks to 2 years.
Significant other	Someone you regard as important for you to be present at their funeral, but whom you do not consider to be a close friend or relative.
Standard Rate	The rate of payment for Level 3 pay point 3 in the Social, Community, Home Care And Disability Services Industry Award 2010. Allowances using this standard rate are calculated in line with the Fair Work Ombudsman pay guide for the Award.
Support Carer	You are the support carer of a child when your child is in the care of their primary carer.
Support Person	Someone you have invited to be present as a witness to the proceedings and to provide you with emotional and practical support. They do not act or speak on behalf of you.
Union	Australian Services Union

50. SALARY RATES

These salary rates will be increased in line with the Fair Work Commission's Annual Wage Review decision and the Equal Remuneration Order for Social and Community Services.

Salary rates as of the first full pay period in July 2019:

Grade	Level	Annual Salary
1	1	\$42,153
1	2	\$43,575
1	3	\$45,136
1	4	\$45,136
2	1	\$53,516
2	2	\$55,231
2	3	\$56,824
2	4	\$58,355
3	1	\$59,744
3	2	\$61,377
3	3	\$62,909
3	4	\$63,950
4	1	\$68,340
4	2	\$70,238
4	3	\$72,138
4	4	\$73,464
5	1	\$76,935
5	2	\$78,589
5	3	\$80,427
6	1	\$83,734
6	2	\$85,592
6	3	\$87,471

51. GRADE DEFINITIONS

GRADE 1

51.1 Characteristics of Grade 1

A person employed as grade 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.

General features of work in this grade consist of performing clearly defined activities with outcomes being readily attainable. Employees' duties at this grade will be closely monitored with instruction and assistance being readily available.

Freedom to act is limited by standards and procedures. However, with experience, employees at this grade may have sufficient freedom to exercise judgment in the planning of their own work within those confines.

Positions at this grade will involve employees in extensive on-the-job training including familiarisation with the goals and objectives of the workplace.

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.

Supervision of other staff or volunteers is not a feature at this grade. However, an experienced employee may have technical oversight of a minor work activity.

At this grade, employers are expected to offer substantial internal and/or external training.

51.2 Responsibilities of Grade 1

A position at this grade 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 grade;
- 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.

51.3 Requirements of the position at Grade 1

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

- 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 grade 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.

GRADE 2

51.4 Characteristics of Grade 2

A person employed at grade 2 will work under general guidance within clearly defined guidelines and undertake a range of activities requiring the application of acquired skills and knowledge.

General features at this grade consist of performing functions which are defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practices and procedures. Assistance will be readily available. Employees may be responsible for a minor function and/or may contribute specific knowledge and/or specific skills to the work of the organisation. In addition, employees may be required to assist senior workers with specific projects.

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.

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 grade could be required to resolve minor work procedural issues in the relevant work area within established constraints.

Employees who have completed an appropriate certificate and are required to undertake work related to that certificate will be appointed to this grade. Where the appropriate certificate is a grade 4 certificate the minimum rate of pay will be pay point 2.

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 grade and will advance after 12 full-time equivalent months' satisfactory service.

51.5 Responsibilities of Grade 2

A position at this grade 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.

51.6 Requirements of the position at Grade 2

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

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 grade 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 grade of supervision is not required by the nature of responsibilities under clause 51.5 being undertaken;
- ii. provide limited guidance to a limited number of lower classified employees.

d) Extent of authority

- iii. work outcomes are monitored;

- iv. have freedom to act within established guidelines;
- v. 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.

GRADE 3

51.7 Characteristics of Grade 3

A person employed as grade 3 will work under general direction in the application of procedures, methods and guidelines which are well established.

General features of this grade 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.

Positions at this grade 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.

At this grade, 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 co-ordination 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.

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.

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.

Graduates with a three year degree that undertake work related to the responsibilities under this grade will commence at no lower than pay point 3. Graduates with a four year degree that undertake work related to the responsibilities under this grade will commence at no lower than pay point 4.

51.8 Responsibilities of Grade 3

To contribute to the operational objectives of the work area, a position at this grade 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 grade 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) co-ordinate elementary service programs;
- m) provide assistance to senior employees;
- n) where prime responsibility lies in a specialised field, employees at this grade would undertake at least some of the following:
 - a. undertake some minor phase of a broad or more complex assignment;
 - b. perform duties of a specialised nature;
 - c. provide a range of information services;
 - d. plan and co-ordinate elementary community-based projects or programs;
 - e. perform moderately complex functions including social planning, demographic analysis, survey design and analysis.

51.9 Requirements of the position at Grade 3

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

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 grade for graduates with a relevant three year degree that undertake work related to the responsibilities under this grade—pay point 3;
- ii. entry grade for graduates with a relevant four year degree that undertake work related to the responsibilities under this grade—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 grade 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 grade of supervision is not required by the nature of the responsibilities under 51.8 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.

GRADE 4

51.10 Characteristics of Grade 4

A person employed as grade 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.

General features at this grade 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 grade may be required to supervise various functions within a work area or activities of a complex nature.

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.

Work at this grade 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.

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.

Employees will be expected to set outcomes and further develop work methods where general work procedures are not defined.

51.11 Responsibilities of Grade 4

To contribute to the operational objectives of the workplace, a position at this grade 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 grade would undertake at least some of the following:
 - a. liaise with other professionals at a technical/professional grade;
 - b. discuss techniques, procedures and/or results with clients on straight forward matters;
 - c. lead a team within a specialised project;
 - d. provide a reference, research and/or technical information service;
 - e. carry out a variety of activities in the organisation requiring initiative and judgment in the selection and application of established principles, techniques and methods;
 - f. perform a range of planning functions which may require exercising knowledge of statutory and legal requirements;
 - g. assist senior employees with the planning and co-ordination of a community program of a complex nature.

51.12 Requirements of the position at Grade 4

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

(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 year's 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 grade of expertise and experience to undertake a range of activities,

(c) Employees undertaking specialised services will be promoted to this grade once they have had the appropriate experience and undertake work related to the responsibilities under this grade.

(d) Organisational relationships

- i. works under general direction;
- ii. supervises other staff and/or volunteers or works in a specialised field.

(e) 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.

51.13 Characteristics of Grade 5

A person employed as a Social and community services employee grade 5 will work under general direction from senior employees. Employees undertake a range of functions requiring the application of a high grade of knowledge and skills to achieve results in line with the organisation's goals.

Employees adhere to established work practices. However, they may be required to exercise initiative and judgment where practices and direction are not clearly defined.

General features at this grade indicate involvement in establishing organisation programs and procedures. Positions will include a range of work functions and may involve supervision. Work may span more than one discipline. In addition, employees at this grade may be required to assist in the preparation of, or prepare the organisation's budget. Employees at this grade will be required to provide expert advice to employees classified at a lower grade and volunteers.

Positions at this grade 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.

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 co-operation of clients and staff.

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.

51.14 Responsibilities of Grade 5

To contribute to the operational objectives of the work area, a position at this grade may include some of the following:

- a) responsibility for a range of functions within the organisation requiring a high grade of knowledge and skills;
- b) undertake responsibility for a moderately complex project, including planning, co-ordination, 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 grades 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 co-ordination 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, co-ordinate, 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, co-ordinate 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 grade 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 grade 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.

51.15 Requirements of the position at Grade 5

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

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 grade; or
- v. attained through previous appointments, service and/or study an equivalent grade 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.

GRADE 6

51.16 Characteristics of Grade 6

A person employed as a Social and community services employee grade 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.

General features at this grade 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 grade 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.

Positions at this grade 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 co-ordination of a program, project and/or significant work area. Employees require a good understanding of the long term goals of the organisation.

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 grade may be identified by: impact of activities undertaken or achievement of stated outcomes or objectives for the workplace; the grade of responsibility for decision-making; the exercise of judgment; delegated authority; and the provision of expert advice.

Managing time is essential so outcomes can be achieved. A high grade 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.

51.17 Responsibilities of Grade 6

To contribute to the operational objectives of the work area, a position at this grade 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 co-ordinate 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 grade would undertake at least some of the following:
 - i. provide support to a range of activities or programs;
 - ii. control and co-ordinate 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.

51.18 Requirements of the position at Grade 6

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

- 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 grade.

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.

IN THE FAIR WORK COMMISSION

FWC Matter No.: **AG2019/2866**

Applicant: **Relationships Australia South Australia Ltd**

Section 185 – Application for approval of a single enterprise agreement

Undertakings- Section 190

I, Sarah Perdana, Acting General Manager – Human Resources for Relationships Australia South Australia Ltd (“RASA”) give the following undertakings with respect to the *Relationships Australia South Australia Enterprise Agreement 2019* (“the Agreement”):

1. I have the authority given to me by RASA to provide these undertakings in relation to the application before the Fair Work Commission.
2. That clause 47.1 is to be read as including the following:

Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
3. That despite the reference to *hours* in clause 23.1 of the Agreement, you will be entitled to 10 days’ personal leave per year in accordance with the NES.
4. Where you are engaged as a trainee under this Agreement, you will be paid in accordance with the Salary Rates in clause 50. Trainees will be paid at least the Grade 1 Level 1 rate of pay.
5. Broken shifts, as provided for in clause 13.1, will be subject to the following:
 - 5.1 A broken shift will mean a shift worked by you that includes one or more breaks (other than a meal break).
 - 5.2 The span of a broken shift must not extend beyond 12 hours. Work in excess of 12 hours will be paid at double time rates.
 - 5.3 You must receive a minimum break of 10 hours between the end of the final part of the broken shift, and the start of their next shift.
 - 5.4 Any penalty rates or loadings applicable to the broken shift will be determined by the finishing time of the final part of the broken shift.
6. Further to clause 9.18, if you are required to undertake work during a “sleep over” period, you will be provided with either TOIL or overtime payments (calculated at the rates in clause 15) for the period during the sleep over period in which you are required to work. You will receive at least one hour of overtime or TOIL, even if the working period is less than one hour.
7. To clarify to clauses 13.6-13.7, when you undertake an excursion (noting that overnight stay excursions can only be scheduled with your agreement) you will be paid for your ordinary

hours of work. Any hours worked in excess of your ordinary hours will be paid in accordance with clause 15 (being TOIL or overtime rates).

8. The full text of Clause 21.4 is to be deleted and replaced with the following:
When you accrue 4 weeks of annual leave, we will hold a discussion with you on your plans for taking a break.

Sometimes we will require you to take annual leave – but we'd only do that if it's reasonable and you have accrued at least 8 weeks of leave, and after you take the leave you still have at least 4 weeks' of annual leave remaining. This clause is in addition to the annual close down period referred to in clause 31 (What Christmas/New Year Closedown leave do I get?).

If we require you to take annual leave, we will give you a minimum of 4 weeks' notice that you need to take annual leave.
9. We do not, and confirm that we will not be, providing "rostered home care services" as defined in the Award for the duration of this Enterprise Agreement.
10. The first sentence of Clause 9.2 is to be deleted and replaced with the following:
We will pay you an allowance of \$0.78 per kilometre.
11. To clarify clause 15.3, TOIL is accrued in fifteen minute blocks, rounded up to the nearest fifteen minutes.
12. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

10 September 2019

Date

