



**Updated Salary Rates Effective July 2022

EMPLOYEE COLLECTIVE AGREEMENT 2015



AnglicareWA™

Table of Contents

- 1. **TITLE** 4
- 2. **APPLICATION AND OPERATION OF THIS AGREEMENT** 5
 - 2.1 Who Does This Agreement Cover? 5
 - 2.2 How Long Will This Agreement Operate For? 5
 - 2.3 Objectives of the Agreement 5
 - 2.4 Definitions 5
 - 2.5 Who Can Make an Individual Flexibility Arrangement? 6
 - 2.6 What is the Process for Employee Consultation on Change? 7
 - 2.7 What is the Process for Dealing with Disputes about the Agreement 8
 - 2.8 The National Employment Standards and this Agreement 9
- 3. **EMPLOYMENT STANDARDS** 10
 - 3.1 Employment 10
 - 3.2 What are the Types of Employment 10
 - 3.3 Probation 11
 - 3.4 Resignation and Termination 12
 - 3.5 Redundancy and Redeployment 12
 - 3.6 Abandonment of Employment 13
- 4. **WORK ARRANGEMENTS** 14
 - 4.1 Hours of Work 14
 - 4.2 Meal Breaks 14
 - 4.3 Working Weekends and Public Holidays 14
 - 4.4 Overtime Rates 15
 - 4.5 Time Off In Lieu (TOIL) 15
 - 4.6 On-Call and Call-Out 15
 - 4.7 Shift Workers 16
 - 4.8 Sleepover Allowance 17
 - 4.9 Excursions or Overnight Camps 18
 - 4.10 24 Hour Care 18
- 5. **SALARY** 19
 - 5.1 How are Salary Levels Determined? 19
 - 5.2 What Pay Rises will Apply During the Term of the Agreement? 19
 - 5.3 How are Employees Paid? 19
 - 5.4 Can All Employees Salary Package? 19
 - 5.6 Salary Increments 19

6. ALLOWANCES	20
6.1 Higher Duties Allowance	20
6.2 What Can Employees Claim for Work Use of a Private Vehicle?	20
6.3 Travel Arrangements	20
6.4 Remote Localities Allowances	20
6.5 First Aid Allowance	20
6.6 Insurance Benefits	20
7. LEAVE	21
7.1 What are the Notice Periods and Evidence Requirements to Apply for Leave?	21
7.2 How is Continuous Service Calculated?	21
7.3 How Much Annual Leave are Employees Entitled To?	21
7.4 Additional Leave Entitlements for Staff Working in the Pilbara and Kimberley Region	22
7.5 What are the Public Holiday Entitlements?	22
7.6 Christmas Close Down Period	23
7.7 Personal/Carer's Leave	23
7.8 Compassionate Leave	24
7.9 Parental Leave	24
7.10 Family Violence Leave	25
7.11 Long Service Leave	25
7.12 Purchased Leave	25
7.13 Leave Without Pay	26
7.14 Cultural/Ceremonial Leave	26
7.15 Community Service Leave	26
7.16 Study Leave	27
7.17 Training and Professional Development	27
7.18 Union Delegate Support	27
8 SIGNATURES	28
9 SCHEDULES - Schedules A & B Anglicare WA Salary Scales	29

1. TITLE

This Agreement will be known as:-

The Anglicare WA Employee Collective Agreement 2015

2. APPLICATION AND OPERATION OF THIS AGREEMENT

2.1 Who Does This Agreement Cover?

This Agreement is binding on all employees of Anglicare WA Inc. ('the employer'). The agreement covers all employees classified at salary Levels 1 to Level 8 .

2.2 How Long Will This Agreement Operate For?

The Agreement will operate for 3 years from 7 days after the date that it is registered by Fair Work Commission.

Negotiations for a new agreement will commence 6 months prior to the expiry of this agreement.

The Agreement will continue to operate after its nominal expiry date until terminated or replaced.

2.3 Objectives of the Agreement

- To facilitate the achievement of Anglicare WA's Vision, Corporate Purpose and Values.
- To provide a fair and affordable level of salaries, benefits and work conditions for staff.
- To promote flexible, innovative and productive management systems and work practices.
- To maintain good working relationships within Anglicare WA.
- To foster equity, diversity, and safety in the workplace.
- To enhance the quality of service delivery to clients.

2.4 Definitions

Act means the Fair Work Act 2009.

Agency means Anglicare WA.

Agreement means the Anglicare WA Employee Collective Agreement 2015.

Award is the Social, Community, Home Care and Disability Services Industry Award 2010.

Base rate of pay is the amount payable to the employee for ordinary hours of work, excluding penalty rates, overtime, allowances and loadings.

Casual employee means an employee who is engaged on an hourly contract of employment.

CEO means Chief Executive Officer.

Continuous service is a period during which an employee is employed by Anglicare WA, including any period of paid authorised absence. Periods of unpaid leave do not constitute a break in service but do not count towards continuous service.

Employer is the Chief Executive Officer (CEO), or an officer with the delegated authority to act for the CEO.

Financial year is the period from 1 July in one year to 30 June in the following year.

Fixed term contract employee is an employee working full time or part time for a specified period of time.

Full-time employee is an employee who works an average of 37.5 hours a week or an average of 75 hours a fortnight.

FWC means Fair Work Commission.

Household means any person who lives with the employee in the same house.

Immediate family means a spouse, de facto partner, child, parent, grandparent, grandchild, or sibling of an employee; or a child, parent, grandparent, grandchild, or sibling of the employee's spouse or de facto partner. Child includes, foster or adopted child. Spouse or de facto partner includes former partners.

NES means National Employment Standards.

On-call is when the employee is rostered to be available for immediate contact by mobile phone to assist with urgent or emergency situations.

Overtime means time worked in excess of an average of 37.5 hours a week or outside the spread of ordinary hours.

Policy means Anglicare WA's policies and procedures as at the date the agreement is registered and updated from time to time.

Part-time employee means an employee who works on a regular and ongoing basis for an average of less than 37.5 hours a week.

Pro Rata means in proportion, that is, the proportion of a part-time employee's ordinary hours per week divided by the full time ordinary hours of 37.5 hours per week.

Reasonable business grounds is defined by Fair Work Commission and includes costs to the employer, impact on other employees, impact on productivity, impact on customer service and capacity to change working arrangements.

Relevant employee/s means the employee/s who may be affected by the major change.

Shift worker means an employee who works a roster and who, over the roster cycle, maybe rostered to work ordinary shifts on any of the seven days of the week and who is regularly rostered on weekends and Public Holidays.

Sleep shift is a designated period of up to eight hours at night that the employee is permitted to sleep at the employer's premises and be off duty, but available for immediate recall to duty.

Standard Rate means Anglicare WA Salary Scale Level 4.3.

Union means Australian Municipal, Administrative, Clerical and Services Union (ASU WA Branch).

2.5 Who Can Make an Individual Flexibility Arrangement?

The employer and an employee covered by this agreement may, by mutual agreement make an individual flexibility arrangement to vary the effects of the terms of the agreement if:

The agreement deals with one or more of the following matters:

- arrangements about when work is performed
- overtime rates
- penalty rates
- allowances
- leave loading

The arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned above.

The arrangement is genuinely agreed to by the employer and employee.

The employer must ensure that the terms of the individual flexibility arrangement;

- are about permitted matters under section 172 of the Fair Work Act 2009
- are not unlawful terms under section 194 of the Fair Work Act 2009
- result in the employee being better off overall than the employee would be if no arrangement was made

The employer must ensure that the individual flexibility arrangement:

- is in writing; and
- includes the name of the employer and employee; and
- is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee,
- and includes details of:
 - the terms of the agreement that will be varied by the arrangement
 - states how the arrangement will vary the effect of the terms
 - states how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- states the day on which the arrangement commences

The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

The employer or employee may terminate the individual flexibility arrangement:

- By giving no more than 28 days written notice to the other party to the arrangement
- If the employer and employee agree in writing – at any time

2.6 What is the Process for Employee Consultation on Change?

This term applies if Anglicare WA:

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

Major Change

For a major change referred to in bullet point one:

- Anglicare WA must notify the relevant employees of the decision to introduce the major change (if a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Anglicare WA, this requirement is taken not to apply); and
- the following subclauses apply

The relevant employees may appoint a representative for the purposes of the procedures in this term. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Anglicare WA, this requirement is taken not to apply.

If a relevant employee or employees appoint a representative for the purpose of consultation and identify them to Anglicare WA, Anglicare WA will recognise the representative.

As soon as practicable after making its decision, Anglicare WA must:

- discuss with the relevant employees:
 - the introduction of the change
 - the effect the change is likely to have on the employees
 - measures Anglicare WA is taking to avert or mitigate the adverse effect of the change on the employees
- provide, in writing, to the relevant employees:
 - all relevant information about the change including the nature of the change proposed
 - information about the expected effects of the change on the employees
 - any other matters likely to affect the employees

If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Anglicare WA, these requirements are taken not to apply.

Anglicare WA is not required to disclose confidential or commercially sensitive information to the relevant employees. Anglicare WA must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

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

- the termination of the employment of employees
- major change to the composition, operation or size of Anglicare WA's workforce or to 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
- the restructuring of jobs

Change to Regular Roster or Ordinary Hours of Work

For a change referred to, see clause 2.6, paragraph one, second dot point:

- Anglicare WA must notify the relevant employees of the proposed change

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

If a relevant employee or employees appoint a representative for the purpose of consultation and identify them to Anglicare WA, Anglicare WA will recognise the representative.

As soon as practicable after proposing to introduce the change, Anglicare WA must:

- discuss with the relevant employees the introduction of the change
- provide to the relevant employees:
 - all relevant information about the change, including the nature of the change
 - information about what Anglicare WA reasonably believes will be the effects of the change on the employees
 - information about any other matters that Anglicare WA reasonably believes are likely to affect the employees
- invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities)

However, Anglicare WA is not required to disclose confidential or commercially sensitive information to the relevant employees. Anglicare WA must give prompt and genuine consideration to matters raised about the change by the relevant employees.

2.7 What is the Process for Dealing with Disputes about the Agreement?

This term sets out procedures to settle disputes relating to:

- a matter arising under the agreement
- the National Employment Standards

An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and management.

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

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

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

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

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

- an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety
- an employee must comply with a direction given by Anglicare WA to perform other available work at the same workplace, or at another workplace, unless:
 - the work is not safe
 - applicable occupational health and safety legislation would not permit the work to be performed
 - the work is not appropriate for the employee to perform
 - there are other reasonable grounds for the employee to refuse to comply with the direction

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

2.8 The National Employment Standards and this Agreement

This Agreement operates in conjunction with the National Employment Standards. Certain provisions of this agreement may supplement the National Employment Standards, but nothing in this Agreement will provide a detrimental outcome for employees as compared to an entitlement under the NES.

3. EMPLOYMENT STANDARDS

3.1 Employment

Who Can Request Flexible Working Arrangements?

To be eligible to request flexible working arrangements an employee must have worked for the employer for at least twelve months on a full time or part time basis. Long term casual employees who have a reasonable expectation of ongoing employment are also eligible.

Employees are eligible to request flexible working arrangements in the following circumstances:

- The employee is a parent, or has responsibility for the care of a child who is school age or younger.
- The employee is a carer within the meaning of the Carer Recognition Act 2010.
- The employee has a disability.
- The employee is 55 or older.
- The employee is experiencing violence from a member of the employee's family.
- The employee provides care or support to a member of their immediate family or household who require care or support because they are experiencing violence from the member's family.

The employer can refuse a request on reasonable business grounds.

3.2 What are the Types of Employment?

Employees under this agreement will be employed in one of the following categories:

- full-time
- part-time
- casual
- fixed-term

Anglicare WA will inform employees whether they are employed on a full-time, part-time, casual or fixed-term basis.

Any variation to hours will be arranged by mutual agreement between Anglicare WA and the employee and will be in writing.

When considering an application from an employee to change employment status Anglicare WA will take into account the following:

- the employee's circumstances
- the nature of the role
- the cost of making part time work available
- the impact upon client services
- the availability of suitable replacement staff
- the operational needs of the Anglicare WA

Full-Time Employees

- A full-time employee works an average of 37.5 hours per week.

Part-Time Employees

A part time employee works an average of more than 7.5 hours and less than 37.5 hours per week (15 and 75 hours per fortnight).

Where it is not possible to predict an average of 15 hours per fortnight, an employee will be employed as a casual employee (with the exception of an employee in either Bridges or Children's Contact Service). A part time employee will be advised at commencement of employment the number of hours and days of the week they will work. Any change to these days and times would be by mutual agreement.

Casual Employees

A casual employee is engaged on an hourly contract of employment and is:

- Paid at the base rate of pay plus a loading of 25% for ordinary hours worked
- Not entitled to any paid leave (except Long Service Leave) or payment for public holidays not worked

A casual employee, who is engaged by the employer for a sequence of periods of employment during a period of 6 months, averaging 7.5 hours per week or more, may elect to convert their contract of employment to part time by giving 4 week's notice in writing to the employer.

A casual employee who works in the Bridges or Children's Contact Service programs, and works for an average of 2 hours per week, may elect at any time to be engaged as a part time employee. Hours may be averaged over a period of up to 8 weeks (i.e. minimum of 16 hours in an 8 week period).

Minimum period of work

A part time or casual employee will be engaged for a minimum of 3 hours for each period of work with the following exceptions:

- An employee attending a staff meeting, training or supervision session may be engaged for a minimum of 2 hours for each period of work
- An employee who works in the Bridges program may be engaged for a minimum of 1 hour for each period of work with clients

Fixed-Term Employees

Anglicare WA may employ fixed-term employees when necessitated by genuine operational requirements. The limited term contract may be on a full-time or part-time basis for a specified period of time.

A fixed-term contract operates for a specific period of time, as agreed between the parties prior to the engagement. At the end of the specified period, the contract and the employment of the individual is terminated.

A fixed-term contract may be used:

- to relieve in a vacant position
- to relieve an employee who is acting in or seconded to another position within or outside Anglicare WA
- to work on a one-off project or pilot project
- to work for a fixed period of time in line with contract agreements

The redundancy provisions of this Agreement do not apply to fixed-term contracts.

3.3 Probation

Full time employees 3 month probation period

Part time employees 4 month probation period

Employee performance will be assessed during the probationary period. If a probationary employee's performance is deemed unsatisfactory, then Anglicare WA may either extend the probationary period up to a maximum period of 6 months or terminate employment.

Any agreement to extend the probation period must be made prior to the end of the period and be subject to an up-front understanding, to be made in writing, as to duration and what is to be expected of the employee during this period.

Where Anglicare WA, as a consequence of the probationary review, has determined that the probationary employee has not satisfactorily met Anglicare WA's work performance requirements, he/she shall be informed of the outcome of the review and given 1 weeks' notice of termination of employment or payment in lieu thereof.

At any time during the probationary period, employment may be terminated by either party giving 1 weeks' notice.

3.4 Resignation and Termination

Employment may be terminated by Anglicare WA by giving written notice, or payment in lieu of notice.

Employment may be terminated by the employee giving Anglicare WA written notice.

The required period of notice shall be:

EMPLOYEE'S PERIOD OF CONTINUOUS SERVICE	REQUIRED NOTICE
Casuals	1 hour
One Year or less	1 week
More than one Year, but not more than three Years	2 weeks
More than three Years, but not more than five years	3 weeks
More than five Years	4 weeks

An employee over 45 years of age with 2 or more years' service with Anglicare WA will be entitled to an additional one weeks' notice if Anglicare WA terminates the contract.

The period of notice in this clause does not apply in the case of summary dismissal.

If any employee fails to give notice, Anglicare WA shall have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate of pay for the notice period.

3.5 Redundancy and Redeployment

A position may become redundant if there are insufficient funds available to continue the position, in the case of cessation or reduction of grant funding, or if the position is no longer required.

If possible, redeployment will be offered rather than redundancy. Redeployment may include an offer of suitable alternative employment at lower paid salary classification. An employee offered redeployment will be allowed at least two weeks to decide whether or not to accept the offer .

Where an employee is made redundant from their existing position and suitable alternative employment is offered and accepted, then severance pay provisions under 3.5 will not be payable.

Where an employee rejects an offer of alternative employment, the employee will be entitled to the standard period of notice plus the following redundancy pay:

YEARS OF CONTINUOUS SERVICE	REDUNDANCY PAY
At least one year and less than two years	4 weeks
At least two years but less than three years	6 weeks
At least three years but less than four years	7 weeks
At least four years but less than five years	8 weeks
At least five years but less than six years	10 weeks
At least six years but less than seven years	11 weeks
At least seven years but less than eight years	13 weeks
At least eight years but less than nine years	14 weeks
At least nine years but less than 10 years	16 weeks
At least 10 years	12 weeks

Redundancy pay is calculated at the employee's base rate of pay for the ordinary hours worked.

During the notice period, an employee whose employment contract has been terminated may take up to 7.5 hours without loss of pay to seek other employment. The time off shall be taken at times that are convenient to the employee after consultation with Anglicare WA.

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. Under these circumstances the employee will still be entitled to receive the redundancy payments and benefits they would have received under this clause, but they will not be entitled to payment in lieu of notice.

This clause does not apply to:

- an employee with less than twelve months continuous service
- a casual employee
- a fixed-term contract employee
- an employee whose contract of employment is terminated without notice for serious misconduct

3.6 Abandonment of Employment

If an employee is absent from work for a continuous period exceeding 3 working days without the consent of the employer and without notification every effort will be made by the employer to contact the next of kin of the employee to ascertain the employee's reason for their absence. If sufficient information is not obtained as to why the absence has occurred the employer will deem that after 7 days the employee has abandoned their employment.

If employment has been abandoned, termination of employment will occur from the last date the employee attended work or was on approved leave.

4. WORK ARRANGEMENTS

4.1 Hours of Work

Ordinary Hours of Work

The ordinary hours of work for a full-time employee will be an average of 37.5 hours per week or 75 hours per fortnight.

The ordinary hours of work maybe worked between the hours of 6am to 9pm Monday to Sunday.

Employees must not exceed 12 working hours in any day and all hours worked must suit the operational requirements of the service.

Employees will be free from duty for not less than 2 full days in each week or 4 full days in each fortnight or 8 full days in each 28 day cycle. Where practicable, days off will be consecutive.

An employee will be allowed at least 10 hours' time off duty between work periods.

Flexible Working Arrangements

An employee may choose to alter the start and finish times of a working day but maintain the same number of hours worked per week (e.g. 8am-4pm, 8:30am-4:30pm, or 9am-5pm). All requests to work flexible working hours must be approved by management, based on service requirements.

For the purpose of this clause the following are considered to be alternative flexible working arrangements for full-time employees:

- a 19 day month, meaning a system of work where the ordinary hours of work of 150 hours a month are worked over a 28 day cycle
- a 9 day fortnight, meaning a system of work where the ordinary hours of 75 hours per fortnight are worked over nine days of the fortnight.

Ordinary hours may be worked by flexible work arrangements between Anglicare WA and employees concerned, subject to the operational needs and/or service needs of clients and provided that it is approved by management and agreed in writing between the parties.

This arrangement is not applicable to shift workers.

4.2 Meal Breaks

Each employee who works in excess of five hours continuously is expected to take an unpaid meal break of 30 minutes at a mutually convenient time.

An employee who is required to have a meal with clients or supervise clients during meal times will be paid for the duration of the meal break at the ordinary rate of pay. Shift workers in Residential programs will have paid meal breaks.

4.3 Working Weekends and Public Holidays

The following provisions apply to all employees, whose ordinary hours of work include work on a Saturday and/or Sunday and Public Holidays.

Day	At the Base Rate of pay:
Saturday (midnight Friday to midnight Saturday)	Time and a half (150%)
Sunday (midnight Saturday to midnight Sunday)	Double time (200%)
Public Holidays	Double time and half (250%)

The weekend and public holiday penalty rates will be in substitution for, and not cumulative upon, the shift loadings (Clause 4.7) or casual loadings (Clause 3.2).

4.4 Overtime Rates

Payment of overtime is limited to shift workers and employees who are required to do call-outs.

If an eligible employee works authorised overtime he/she will be paid:

Day	Penalty
Monday to Saturday inclusive	Time and half (150%)
Sunday	Double time (200%)
Public Holidays	Double time and half (250%)

The overtime rates will be in substitution for, and not cumulative upon, the shift loadings (Clause 4.7) or casual loadings (Clause 3.2).

4.5 Time Off In Lieu (TOIL)

The purpose of TOIL is to allow full-time and part-time employees the ability to take time off from work in substitution for additional hours worked. An employee may take TOIL for additional hours worked on a time for time basis.

Employees must have prior approval from their line manager before they accumulate TOIL. Written evidence of additional hours worked must be provided as evidence .

An employee (other than a shift worker) may not accrue more than 22.5 hours TOIL at any point in time, unless specific prior written approval is given by the line manager to exceed this limit. Toil must be taken within three months of accrual.

Where it is not possible for an employee to take the time off within the 3 month period, it is to be paid out at the appropriate overtime rate based on rates of pay applying at the time payment is made.

4.6 On-Call and Call-Out

On-Call

On-call means a written instruction to an employee to remain contactable by telephone, mobile phone or pager outside her/his normal hours of duty to deal with urgent and emergency situations.

On-call commences at the end of a regular work day.

On-Call Allowance

An employee required by Anglicare WA to be on-call (i.e. available for recall to duty) will be paid an allowance in accordance with the following:

Schedule of payment for on-call will be as follows :

- An on-call employee will be remunerated at two hours ordinary rate of pay for each 24 hour on call period.
- Weekend days will be remunerated at 3 hours ordinary rate of pay for each 24 hour on-call period.
- Public holidays and the Christmas close down period will be remunerated at 3 hours ordinary rate of pay for each 24 hour on-call period.

Schedule of payment for a 24 hour Employee Assistance Program on-call employee will be as follows:

- A 24 hour Employee Assistance Program on-call employee will be remunerated at half hour ordinary rate of pay for each 24 hour on call period
- Weekend days will be remunerated at 1 hour ordinary rate of pay for each 24 hour on-call period.
- Public holidays and the Christmas close down period will be remunerated at 1 hour ordinary rate of pay for each 24 hour on-call period.

Call Out

A call out is when an employee is required to return to duty outside ordinary work hours to deal with an emergency situation at a work site.

The schedule of payment for all services will be as follows:

- Midnight Sunday to Midnight Friday is to be remunerated at ordinary time.
- Any call out on a Saturday is to be remunerated at time and half.
- Any call out on a Sunday at double time.
- For any call out on a Public Holiday double time and half.

An employee recalled to work will be paid for a minimum of 2 hours' work at the appropriate rate for each time so recalled. If the work required is completed in less than two hours the employee will be released from duty.

4.7 Shift Workers

A shift worker is an employee who works in a program where the hours of work are regularly rotated through day, afternoon, night shifts and weekends covering 24 hour day operations over 7 days of the week and 52 weeks of the year. Anglicare WA employs shift workers in residential programs.

Definitions

- **Afternoon shift** means any shift which finishes after 8pm and at or before 12 midnight Monday to Friday.
- **Night shift** means any active night shift which finishes after 12 midnight or commences before 6am Monday to Friday. (This definition does not apply to Sleep Shifts as outlined in clause 4.8)
- **A Public Holiday shift** means any time worked between 12 midnight on the night prior to the public holiday and 12 midnight of the public holiday.

Shift Allowances/Penalty Rates

An employee who works an afternoon shift will be paid a loading of 12.5% of their ordinary rate of pay for the whole of such shift. An employee who works a night shift will be paid a 15% loading on their ordinary rate of pay for the whole of such shift.

Public Holidays for Shift Workers

An employee required to work on a public holiday will be paid double time and a half of their ordinary rate of pay for all time worked.

The public holiday shift rates will be in substitution for, and not cumulative upon, the shift loadings (Clause 4.7) or casual loadings (Clause 3.2).

Time off In Lieu

For Shift Workers, time off instead of payment for overtime taken at ordinary rates must be taken within 6 months of it being accrued.

Time off in lieu can be taken either as a whole shift or as part of a shift by negotiation with the line manager concerned. Time off in lieu for shift workers must be taken within six months of the date of accrual. It is paid at the ordinary rate of pay and leave loading does not apply.

An employee may not accrue more than 30 hour's, time off in lieu at any point in time, unless specific prior written approval is given by the line manager to exceed this limit.

Length of Shifts

On occasion, a shift worker may be rostered to work shifts of 10 hours or longer provided that it is by agreement between the Anglicare WA and the majority of the employees. The ordinary hours of work shall not exceed 12.5 hours on any shift.

Rest Breaks Between Rostered Work

Shift workers will be allowed a break of at least 10 hours between the end of one shift or period of duty and the commencement of another.

Notwithstanding the provision of Clause 4.7 by agreement between the employee and Anglicare WA, the break between:

- the end of a shift and the commencement of a shift adjoining with the start of a sleepover may not be less than 8 hours
- a shift commencing after the end of a shift adjoining with a sleepover may not be less than 8 hours

Leave Entitlements for Shift Workers

A full-time shift worker is entitled to 20 days annual leave and 5 days extra shift leave for each twelve months continuous service. This leave is cumulative and leave loading applies. Part-time shift workers accrue this leave on a pro-rata basis.

Rosters

Anglicare WA will endeavour to give employees the maximum period of notice possible for any changes to individual rosters and work times:

- Rosters will be posted at least 2 weeks before the commencement of the roster period.
- Rosters will be displayed on a fortnightly basis in a place conveniently accessible to employees.
- Rostering arrangements and changes to rosters may be communicated by telephone, direct contact, mail or email.
- It is not obligatory for Anglicare WA to display any roster of the ordinary hours of work of casual or relieving staff.

When considering changes to roster systems, Anglicare WA will:

- Give at least 7 days' notice of a change in the roster (however, a roster may be altered at any time to enable the service of the agency to be carried on where another employee is absent from duty on account of illness or in an emergency)
- Consult with the employees affected on the implementation of the changes
- Give consideration to any objections and/or suggestions raised by staff before implementing major changes

This clause will not apply where the only change to the roster of a part-time employee is a mutually agreed addition of extra hours to be worked such that the part-time employee still has four rostered days off in that fortnight or 8 rostered days off in a 28 day cycle, as the case maybe. No notice of change of roster is required when mutual agreement exists between Anglicare WA and the employee as to the change.

4.8 Sleepover Allowance

A sleepover allowance is payable when an employee is required to sleep overnight on Anglicare WA's premises in order to be available to deal with any work related incident that requires attention. The span for a sleepover will be a maximum of 8 hours. Where a service requires a shorter sleepover span, the sleepover may be shortened to a minimum of 6 hours. Where a sleepover is shortened, the hour of work directly after the sleepover will be paid at the overtime rate for the number of hours the shift has been shortened e.g. for a 6 hour sleepover shift the first 2 hours worked after the sleep shift will be paid at overtime rates.

An employee on sleepover will be rostered with at least 4 hours of active duty for each instance that the employee is required. The 4 hours may be rostered immediately before the sleepover or after the sleepover or may be comprised of some hours before and some hours after, so long as the employee has a minimum of 4 active hours for each sleepover shift. Sleepovers will be paid at half the rate of pay for each sleepover period.

Where an employee has their sleep interrupted during a sleepover period as a result of a work related incident requiring attention, the employee will be paid for the time worked at the regular rate of pay that would otherwise apply to this period, including penalties, with a minimum payment of 1 hour. This pay is to be approved by the employee's line manager.

In the event that an employee on a sleepover has their sleep interrupted as a result of a work related incident requiring attention, the employee will report this occurrence to their line manager and submit details of the incident along with their timesheet.

Employees will be provided with a separate room with a bed, use of staff facilities and free board and lodging for each night when the employee sleeps over.

4.9 Excursions or Overnight Camps

This clause applies to an employee, other than a shift worker on a sleepover, who is required to stay away from home overnight on Anglicare WA duties to supervise clients on either overnight camps or excursions.

An employee who supervises clients on overnight camps or excursions will be paid a daily rate of 10 hours pay with a 15% loading in lieu of overtime and sleepover allowances. In addition the employee will be entitled to time off in lieu to be calculated as follows:

- 1 day in lieu for overnight camps or excursions involving 1 to 3 nights away from home.
- 2 days in lieu for overnight camps or excursions involving 4 or more nights away from home.

An employee who is away from home to undertake supervision of clients on overnight camps or excursions for 2 or more nights is encouraged to take a rostered day off and/or time off in lieu immediately on her/his return to work.

This time off in lieu is not cumulative and must be taken within 3 months of the date of accrual.

An employee may not accrue more than 22.5 hours' time off in lieu at any point in time, unless specific prior written approval is given by the line manager to exceed this limit.

4.10 24 Hour Care

A 24 hour care shift is where an employee is required to be available for duty at a client's residence for a 24 hour period. During this period the employee is required to provide the client with the services specified in the care plan. The employee is required to provide a total of no more than 8 hours of care during this period.

For the purposes of this section the client's residence can be a residence that is made available to the client by Anglicare WA or some other body for a period of time.

The employee will normally have the opportunity to sleep during a 24 hour care shift and a bed in a private room will be provided to the employee for these purposes.

The employee engaged will be paid for 8 hours work at 155% of their appropriate rate for each 24 hour period.

This rate will be in substitution for and not cumulative upon weekend or public holiday penalties.

Employees providing 24 hour care under this clause are not entitled to payment of a sleepover allowance.

5. SALARY

5.1 How are Salary Levels Determined?

Salary classification levels are determined by the CEO on recommendation of the Classification committee, applying the classification definitions within the Award and the employer's policy.

5.2 What Pay Rises will Apply During the Term of the Agreement?

Anglicare WA will at a minimum, pay the annual wage review increase determined by the Fair Work Commission. Pay rises will apply from the start of the first pay period in July 2016, July 2017 and July 2018.

Anglicare WA is committed to the principles of pay equity for workers in the Social and Community Services Sector.

The employer will maintain the salary schedule at rates equal to, or better, than the award and the Equal Remuneration Order (ERO). The ERO applies to social and community service employees and crisis accommodation employees. The ERO does not apply to Op Shop/Retail or Warehouse staff.

5.3 How are Employees Paid?

Salary payments will be made fortnightly in arrears by electronic funds transfer to a bank account nominated by the employee. Pay slips will be provided to all employees in the pay week either electronically or by mail.

5.4 Can All Employees Salary Package?

The employer offers an employee salary packaging scheme to full-time and part-time employees. Participation is voluntary and any costs are borne by the employee.

Salary packaging is not available to casual employees or employees on limited term contracts of 3 months or less.

The terms and conditions of a salary packaging arrangement must not, when viewed objectively, be less favourable than entitlements otherwise available under this Agreement.

Should the employer's Fringe Benefit Tax status change, the employer may withdraw or amend the salary packaging scheme by giving notice in writing to those employees participating in the scheme.

If the employer provides a car fringe benefit to an employee, the arrangement will be structured so that the employer does not pay fringe benefits tax on the benefit.

5.5 What are the Employer Superannuation Rates?

The employer contributes to a superannuation fund nominated by the employee in accordance with the Superannuation Guarantee (Administration) Act 1992 and the Amendment Bill 2011.

Super contributions are calculated on employee ordinary time earnings before salary packaging deductions. This contribution rate will vary in line with the requirements of the Superannuation guarantee Act.

Employer super contributions are paid on a monthly basis.

5.6 Salary Increments

At the end of each twelve months continuous employment, an employee will be eligible for salary increment if:

- the employee has demonstrated satisfactory or higher performance as per their performance development plan
- the salary level allows progression from one pay point to the next within that salary level

Movement to a higher classification will only occur by way of reclassification or promotion.

If an employee is in a position that has a fixed salary level this clause will not apply.

6. ALLOWANCES

6.1 Higher Duties Allowance

An employee who is required to perform all of the duties of another employee, in a higher salary classification for 5 consecutive work days or more will be paid at the minimum rate prescribed for the higher classification.

If an employee is directed to act in a higher classified position but the employee is not required to carry out the full duties of the position and/or accept the full responsibilities, they shall be paid a proportion of the allowance, as determined and advised by the manager.

The employer will advise the employee, of the higher duties rate, prior to the employee commencing the higher duties.

6.2 What Can Employees Claim for Work Use of a Private Vehicle?

Anglicare WA employees have access to a range of company/pool vehicles. These vehicles should be utilised for work purposes in preference to private vehicles.

When an employee is required and authorised by the employer to use their own vehicle in the course of their duties, the employee will be reimbursed at the rate determined by Australian Tax Office.

The Australian Taxation Office definition of driving between home and work and between workplaces is used to determine whether motor vehicle use is work related or private.

6.3 Travel Arrangements

Authorised travel is to be arranged and paid in accordance with Anglicare WA's Travel Policy .

6.4 Remote Localities Allowances

A remote area is an area defined by the Australian Taxation Office (ATO) as Zone A or Zone B.

An employee who lives and works in Zone A may be entitled to:

- be paid a 10% loading on the ordinary rate of pay (from the commencement of employment)
- be paid a rent subsidy (from the commencement of employment)
- an additional five days annual leave (on the completion of twelve months' service)
- be paid a holiday travel allowance (after the completion of twelve months' service)
- be paid an electricity allowance (from the commencement of employment)

An employee who lives and works in Zone B may be entitled to:

- be paid a 10% loading on the ordinary rate of pay (from the commencement of employment)
- be paid an electricity allowance (from the commencement of employment)

Details on remote area allowances (including eligibility, amounts and procedures) are explained in the employer's policies.

The additional annual leave entitlement for employees in Zone A is pro rata for part-time employees. The leave does not accrue and leave loading does not apply.

6.5 First Aid Allowance

An employee, who is required by Anglicare WA to hold a current first aid certificate for the requirements of their position, or as a designated first aider at a designated workplace, shall be paid a weekly allowance of \$14.50 per week pro rata provided that they hold and maintain a current First Aid Certificate .

6.6 Insurance Benefits

Anglicare WA will provide for the life of this Agreement the following employment benefits:

- journey cover insurance for all staff
- professional indemnity insurance for relevant staff

7. LEAVE

7.1 What are the Notice Periods and Evidence Requirements to Apply for Leave?

For any absence from work, employees are required to verbally notify their line manager as soon as possible of their inability to attend work and the estimated duration of absence. This should occur before the commencement of the employee's work day or rostered shift no later than half an hour before the commencement of duties.

The types of leave covered in this clause are:

- personal/carer's leave
- compassionate leave
- community services leave

The employee is not entitled to the paid leave if they fail to provide either:

- notice (as soon as practicable)
- substantiated evidence (when requested)

Where an employee is absent from duty without approval, all pay and other benefits provided under this agreement, including flexible working arrangements, cease to be available until the employee resumes duty or is granted leave for the absence.

Absences in excess of 2 consecutive days for personal or carer's leave, require the employee to produce written evidence (e.g. a medical certificate/or nurse practitioner certificate, or statutory declaration), stating that the employee was unable to attend work on account of personal illness or injury, or to provide care and support to either a member of the employee's immediate family or a member of the employee's household. This should be provided as soon as reasonably practicable.

The employer has the right to request that an employee provide written evidence for 1 or 2 consecutive day's absence in the following circumstances:

- on a working day immediately before or after a public holiday
- on a working day immediately before or after a day when the employee is not rostered to work
- where there is a pattern of non-attendance or high levels of absenteeism

7.2 How is Continuous Service Calculated?

An employee, who moves between casual, part-time or full-time employment with Anglicare WA without a break in services, shall have his/her change in employment status recognised as continuous service.

For the purposes of calculating continuous service for leave entitlements:

- absences from work on paid leave will be counted as time worked
- absences from work which are not paid will not be counted as time worked
- periods of overtime or extra shifts will not be counted as time worked

7.3 How Much Annual Leave are Employees Entitled To?

A full-time employee is entitled to 4 weeks or 20 days annual leave for each 12 months of service.

Part-time employees are entitled to annual leave on a pro-rata basis based upon the proportion of the number of ordinary hours worked each week to 37.5hrs.

Casual employees do not receive annual leave entitlements.

An employee proceeding on annual leave will receive a loading of 17.5% on annual leave pay. Leave loading is not payable on any other type of leave taken in conjunction with annual leave (i.e. TOIL).

Annual leave accrues on a continuous basis according to the number of hours worked.

Applying for Annual Leave

Unless otherwise agreed between Anglicare WA and the employee, at least 4 weeks' notice prior to the time which the annual leave is to commence, will be given. Anglicare WA, the employer, may agree to a shorter notice period under particular circumstances.

Annual leave is to be taken within 12 months after it falls due. Employees who fail to take their leave within this time, will be required to submit a plan to clear the accrued leave within an agreed time frame or Anglicare WA may require the employee to take at least a quarter of the employee's entitlement. In such a case, Anglicare WA shall give the employee at least 2 weeks' notice of the period of time when it will be convenient for the employee to take the leave .

While an employee will generally have discretion in nominating when she/he takes annual leave, Anglicare WA may request that an employee take annual leave at a time more convenient to the operations of Anglicare WA.

When a public holiday falls within an employee's period of annual leave, on a day that the employee would normally have worked, it will be counted as a public holiday and not as a day of annual leave.

If during a period of paid annual leave an employee is ill or injured, or caring for an immediate family member or member of the employee's household who is ill or injured, then the applicable period of time will be counted as personal/carer's leave rather than annual leave. This is subject to the employee providing evidence to substantiate a claim for personal/carer's leave.

Periods of unauthorised absence or leave without pay will not count towards accruing annual leave.

Anglicare WA may require the employee to take annual leave to coincide with a shutdown of all or part of the agency. Where possible, Anglicare WA will give the employee notice of the requirement to take leave at least 2 weeks before the period of annual leave is to begin.

Payment in Lieu of Annual Leave

An employee may request that accrued annual leave be paid out in lieu. This is limited to 2 weeks leave in any 12 month period. An employee must retain the equivalent of at least 4 weeks annual leave balance on each occasion. Such request shall be in writing to the line manager and will be subject to approval by the CEO.

Annual leave is cumulative and any unused annual leave at the time that the employment contract is terminated will be paid to the employee, including annual leave loading .

7.4 Additional Leave Entitlements for Staff Working in the Pilbara and Kimberley Region

Employees living in rural and remote locations in the North West of Western Australia will be granted an additional 5 days leave in addition to the normal annual leave entitlement per annum. This is not subject to leave loading and must be taken annually.

The additional leave entitlement is pro rata for part-time employees.

North West leave must be taken annually and any unclaimed entitlement will lapse upon the next entitlement becoming due.

7.5 What are the Public Holiday Entitlements?

Public holidays applicable to employees under this agreement are:

- New Year's Day
- Australia Day
- Labour Day
- Good Friday
- Easter Monday
- Anzac Day
- WA Day
- Queen's Birthday
- Christmas Day
- Boxing Day

If under Western Australian law, a day is substituted for any of the above days, then the substituted day is the public holiday. This applies to public holidays when the actual day falls on a weekend and the substituted day is observed on a week day.

A full-time employee is entitled to a paid day off on a public holiday. A part-time employee is entitled to paid time off duty on a public holiday if the employee is normally contracted to work on that day. A casual employee is not entitled to paid time off duty on a public holiday.

An employee on unpaid leave is not entitled to be paid for any public holiday that falls during a time when the employee is on unpaid leave.

If a public holiday falls within an employee's period of paid annual or long service leave, on a day that the employee is normally contracted to work, then the day is counted as ordinary hours and not a day of paid leave.

An employee required to work on a public holiday will be paid double time and half for all time worked. No further penalty rate is payable for work on a public holiday.

An employee may, for religious or cultural reasons, apply to substitute another day for any prescribed public holiday. This does not apply to the Christmas close down period. Anglicare WA can refuse if it is not practicable to do so in the service concerned.

7.6 Christmas Close Down Period

Anglicare WA closes each year for the period from Christmas Day to New Year's Day inclusive. Designated offices will be closed for normal business purposes during the period from 25 December until the commencement of the first working day following 1 January (the Christmas close down period).

Full-time employees are granted three days paid leave (after Boxing Day) during the Christmas close down in addition to public holidays observed during this period.

Part-time employees are granted additional paid leave pro rata, reflective of the hours that they would normally have been rostered to work during the Christmas close down period.

An employee who is employed on a part-time basis, and who is required to work during the Christmas close down period, will be paid for the minimum hours stated in their contract, on a time for time basis. If their contract does not state a minimum number of hours to be worked, they will be paid for the average hours they would have normally worked, based on their roster.

Full-time shift work employees who are required to work for part of or all of the Christmas close down period may take the additional 3 days leave at a time agreed with their line manager within 3 months.

Part-time shift workers who are required to work for part of the Christmas close down period may take the additional day(s) leave pro rata with pay, in lieu of the time worked at a time agreed with their line manager within 3 months.

TOIL for hours worked during the Christmas leave period will be calculated at base rate of pay without penalties.

This clause does not apply to casual employees. Hours worked will be paid at standard penalty rates of pay. No leave loading will apply for these additional days. Christmas close down days are defined as 7.5hrs.

7.7 Personal/Carer's Leave

The term personal/carers leave effectively covers both sick leave and carer's leave.

A full-time employee is entitled to claim up to 10 days paid personal/carers leave, for each year of continuous service, for absences due to:

- personal illness or injury of the employee
- to provide care and support to a member of the employee's immediate family
- to provide care and support to a member of the employee's immediate family
- to provide care and support to a member of the employee's household, because of the illness or injury of that member or an unexpected emergency affecting that member

Part-time employees are entitled to leave under this clause on a pro rata basis based on the number of ordinary hours worked. Casual employees are not entitled to personal/carer's leave.

Personal/carer's leave accrues on an hourly basis and is paid at the employee's ordinary rate of pay.

Personal/carer's leave is cumulative but unused leave is not paid out on termination of the employment contract. Personal/carer's leave is not allowed to be cashed out under the terms of this agreement.

Where an employee has insufficient accrued personal/carer's leave, the employee is entitled to take up to 2 days unpaid carer's leave on each occasion carer's leave is required.

7.8 Compassionate Leave

Employees are entitled to 3 consecutive days paid compassionate leave for the purpose of spending time with a member of the employee's immediate family or household who has sustained a life threatening illness or injury. Compassionate leave may also be taken after the death of a member of the employee's immediate family or household.

An employee can take compassionate leave either as a single continuous 3 day period or three separate periods of 1 day each .

The entitlement to paid compassionate leave shall be increased to 10 days in total, on each occasion for the death of an immediate family member . The days can be taken either consecutively or within 6 months of the death occurring.

Claims for compassionate leave in excess of the entitlement may, with approval, be taken as another form of paid or unpaid leave.

To claim compassionate leave an employee will, as soon as reasonably practicable, advise their line manager of her/his inability to attend work and the estimated duration of absence. The employee may be required to provide evidence to satisfy a reasonable person of the illness, injury or death.

Compassionate leave is not cumulative. Compassionate leave is paid at the employee's base rate of pay for the ordinary hours the employee would have worked had they not proceeded on leave .

Casual employees are not entitled to paid compassionate leave but are entitled to unpaid leave.

7.9 Parental Leave

Parental leave is provided for in the National Employment Standards (NES) and the Paid Parental Leave Scheme. This clause is not a complete summary of the standard or the scheme.

Parental leave is associated with the birth of a child to the employee or the employee's spouse or de facto partner, or the placement of a child under sixteen with the employee for adoption. To be eligible for parental leave you must have completed at least 12 months continuous service with the employer. The parental leave entitlement is:

- up to 12 months unpaid parental leave as provided for in the NES;
- 18 weeks government paid parental leave through the national Paid Parental Leave Scheme, paid at the national minimum wage;
- up to 2 weeks paid parental leave for 'Dad or Partner Pay' through the Paid Parental Leave Scheme, paid at the national minimum wage;
- 4 weeks paid parental leave for primary care givers funded by the employer at the employee's base rate of pay; and to be taken as 4 consecutive weeks leave.

Paid parental leave must be taken within the 12 month unpaid parental leave period. An employee may request to extend unpaid parental leave, up to 24 months in total.

7.10 Family Violence Leave

The employer recognises that employees may face situations of violence and/or abuse in their personal life that may affect their attendance or performance at work.

Leave

An employee experiencing family and domestic violence can access their personal/carer's leave entitlements and may access special emergency leave if they have been a victim of crime and need to attend medical appointments, legal proceedings and other related activities.

7.11 Long Service Leave

An employee who has completed 10 years continuous service with Anglicare WA will be entitled to thirteen weeks' long service leave on full pay. An employee may apply to take 26 weeks' long service leave on half pay or 6.5 weeks on double pay.

Employees who complete 7 years continuous service with Anglicare WA are able to apply for long service leave on a pro rata basis.

At the discretion of Anglicare WA, the employee and Anglicare WA may agree to cash out their accrued entitlement to long service leave. Such request shall be in writing to the line manager and will be subject to approval by the CEO.

An employee who leaves Anglicare WA after 7 or more years' continuous service, will be entitled to a termination payment for accrued long service leave. Long service leave can be taken as one block, as several blocks of leave or 1 week at a time.

Accrued long service leave must be taken as soon as reasonably practicable. If it is not cleared within 2 years, the employee will be required to submit a plan to clear the leave within an agreed time frame. An employee may request that unused leave be paid out. Where an employee is on long service leave and a public holiday falls during the period of long service leave, the leave will be extended by 1 day for each public holiday that has occurred during the time.

In accordance with the Long Service Leave Act, employees are not permitted to engage in paid employment that is in substitution for the employment from which they are on Long Service Leave. Where this is found to be the case the employee may forfeit their long service leave entitlement.

7.12 Purchased Leave

Purchased leave is when the employee takes a reduced salary during the qualifying period in order to purchase additional leave. Purchased leave is regarded as a period of continuous service.

A full-time or part-time employee, with at least 6 months continuous service, may apply to purchase an extra 2, 3, or 4 weeks leave each year on a self-funded basis. The additional leave must be purchased in weekly blocks.

Access to purchased leave will be subject to applications being received by no later than 30 June for purchased leave for the following financial year.

When considering an employee's application for purchased leave, Anglicare WA will take into account:

- the operational impact of the additional leave
- the employee's annual leave balance at the time
- the employee's personal circumstances

Where Anglicare WA approves an application for purchased leave, the employee will have an amount deducted from his or her fortnightly salary according to the following formula:

- Salary will be reduced by 2.8846 hours (pro rata) per fortnight for 2 weeks additional purchased leave.
- Salary will be reduced by 4.3269 hours (pro rata) per fortnight for 3 weeks additional purchased leave.
- Salary will be reduced by 5.7692 hours (pro rata) per fortnight for 4 weeks additional purchased leave.

Employees, including shift workers will be paid their normal base rate of pay less the purchased leave deduction during any period of purchased leave. Shift penalties will not be paid during any periods of purchased leave.

Employee funded purchased leave does not attract leave loading. All purchased leave must be utilised over the 12 month period (i.e. by 30 June each year).

Where an employee fails to take his or her purchased leave within the 12 month period (i.e. by 30 June each year), he or she will lose the purchased leave credits and be repaid the value of the salary deductions.

7.13 Leave Without Pay

The employer may approve an employee's request for a period of leave without pay for up to 12 months subject to:

- reasonable business requirements
- the employee taking accrued leave entitlements first

The leave without pay provision is intended for planned absences of 1 week or more, or urgent and unexpected absences, which cannot be taken as any other form of paid or unpaid leave.

Any public holiday observed by Anglicare WA during the employee's absence on leave without pay shall be deemed to be a portion of the leave without pay and extra days in lieu thereof will not be granted.

Any period that an employee is on approved leave without pay will not be regarded as a period of continuous service but will not constitute a break in service.

7.14 Cultural/Ceremonial Leave

Cultural leave means paid or unpaid leave for an employee to participate in their customs, traditional law, and to participate in ceremonial, cultural or religious activities. This includes ceremonial leave for Aboriginal and Torres Strait Islanders.

An employee may request time off work for cultural purposes. The leave may be taken as paid annual leave or as unpaid leave up to a maximum of 10 days in one year.

Anglicare WA may request the employee provide evidence to support an application for unpaid cultural leave.

Anglicare WA will assess each application for leave for ceremonial or cultural purposes on its merits and give consideration to the personal circumstances of the employee seeking the leave.

7.15 Community Service Leave

A full-time or part-time employee who is required to serve on a jury during his/her ordinary working hours shall, on presentation to Anglicare WA of the summons to serve, be granted leave of absence on full pay for the period of jury duty. Any payment received by an employee for jury duty shall be paid to Anglicare WA or deducted from the employee's salary. If the employee attends jury duty outside of their normal working hours, they may retain the payment received for this.

An employee must notify their line manager as soon as possible of the date that she/he is required to attend for jury service. The employee must provide written notice to their line manager to verify her/his attendance at jury service, the duration of attendance and the amount of jury allowance received.

Payment shall be made at the employee's base rate of pay.

A full-time or part-time employee who engages in a voluntary emergency management activity recognised under the Act or the Regulations pursuant to the Act is entitled to be absent without loss of pay for ordinary hours from employment for a period that consists of one or more of the following:

- the time when the employee is engaged in the activity
- reasonable travelling time associated with the activity
- reasonable rest time immediately following the activity

An employee who requires leave for the purpose of engaging in a voluntary emergency activity must provide Anglicare WA with notice of the absence and give an indication of the expected period of absence .

Where requested by Anglicare WA, the employee must provide reasonable evidence that the absence is for the purpose of engaging in a voluntary emergency management activity.

An employee's absence from employment for the purpose of community service leave is not covered unless the employee complies with these notice requirements.

7.16 Study Leave

Anglicare WA may provide study assistance in the form of paid time off work in accordance with the following.

Study leave is defined as meaning a period of approved leave during ordinary working hours without loss of pay.

A full time employee, with twelve months or more continuous service, may apply for up to a maximum of 5 hours paid study leave a week up to a maximum of 200 hours per year inclusive of travel time to study for an approved program aligned to the requirements of their role with Anglicare WA. Qualifications include Certificate, Diploma, Degree or Post Graduate qualification conducted by a university, training college, professional association or other recognised training provider.

Part-time employees are entitled to study leave on a pro rata basis. Employees on fixed term contracts are eligible to apply for study leave after twelve months of employment.

Approval will be subject to the following:

- successful completion of each unit of study within the semester, as assessed by the organisation delivering the course
- the employee undertaking an equivalent formal study load in her/his own time
- the course being relevant to her/his own work or career with Anglicare WA

Study leave shall be granted per semester. Such time off will be paid at the base rate of pay.

Time for attendance at courses during normal working hours must be negotiated with the line manager concerned and will depend upon whether the course is required for the employee to undertake their duties and the operational requirements of the service.

Generally, a request for study leave will not be approved if:

- it incurs additional costs
- it conflicts with staff meetings or other activities

This clause is not applicable to casual staff or fixed term contracts of less than 12 months.

Study leave may be approved for courses studied on an external basis.

When correspondence or "block release" study is undertaken and an employee is required to attend the institution providing the training, the paid study leave may be accumulated and applied to meet the attendance requirements of the course. When possible, evidence of these requirements shall be provided with the original application for study leave.

7.17 Training and Professional Development

Anglicare WA is committed to the employment of appropriately qualified and trained staff and to the provision of ongoing training and professional development. The purpose of this commitment is to ensure the highest standards of client service. Employees will be given ongoing training as necessary, relevant to their roles and responsibilities.

An employee may, with approval from their line manager, attend relevant conferences, seminars and training workshops during ordinary working hours, in accordance with Anglicare WA policies and procedures and budget.

7.18 Union Delegate Support

A newly appointed union representative will be entitled to up to 3 days leave with pay to attend course/s conducted by an approved and accredited training provider agreed by the parties on the following conditions:

- Employees must have completed their probation period;
- Reasonable notice is given by the union delegate;
- The taking of leave is by agreement with the Anglicare WA having regard for the Anglicare WA's operational requirements;
- The union delegate taking such leave will be paid at ordinary time earnings;
- The maximum number of employees attending union delegate training at the same time will be 2 ; and
- All expenses (such as travel, accommodation and meals) associated with or incurred by the employee shall be the responsibility of the employee or the union.

8. SIGNATURES

ANGLICARE WA REPRESENTATIVE
Signed for and on behalf of the Board of Anglicare WA Incorporated

Name _____
Position _____
Address

Date _____

EMPLOYEE REPRESENTATIVE
Signed for and on behalf of the Employees Anglicare WA

Name _____
Position _____
Address

Date _____

IN THE PRESENCE OF

WITNESS SIGNATURE

Name

Date

WITNESS SIGNATURE

Name

Date

9. SCHEDULES - Anglicare WA Salary Scales

Community Services (SCHADS)

Salary Rates Effective July 2022

Grade	Annual Rate	Hourly Rate	10%	Casual 25%
8.3	\$ 116,702	\$ 59.85	\$ 65.83	\$ 74.81
8.2	\$ 114,486	\$ 58.71	\$ 64.58	\$ 73.39
8.1	\$ 112,291	\$ 57.59	\$ 63.34	\$ 71.98
7.3	\$ 107,817	\$ 55.29	\$ 60.82	\$ 69.11
7.2	\$ 105,664	\$ 54.19	\$ 59.61	\$ 67.73
7.1	\$ 103,489	\$ 53.07	\$ 58.38	\$ 66.34
6.3	\$ 99,914	\$ 51.24	\$ 56.36	\$ 64.05
6.2	\$ 97,803	\$ 50.16	\$ 55.17	\$ 62.69
6.1	\$ 95,691	\$ 49.07	\$ 53.98	\$ 61.34
5.3	\$ 91,551	\$ 46.95	\$ 51.64	\$ 58.69
5.2	\$ 89,461	\$ 45.88	\$ 50.47	\$ 57.35
5.1	\$ 87,579	\$ 44.91	\$ 49.40	\$ 56.14
4.4	\$ 82,373	\$ 42.24	\$ 46.47	\$ 52.80
4.3	\$ 80,575	\$ 41.32	\$ 45.45	\$ 51.65
4.2	\$ 78,568	\$ 40.29	\$ 44.32	\$ 50.36
4.1	\$ 76,561	\$ 39.26	\$ 43.19	\$ 49.08
3.4	\$ 71,167	\$ 36.50	\$ 40.15	\$ 45.62
3.3	\$ 69,746	\$ 35.77	\$ 39.34	\$ 44.71
3.2	\$ 68,282	\$ 35.02	\$ 38.52	\$ 43.77
3.1	\$ 66,379	\$ 34.04	\$ 37.44	\$ 42.55
2.4	\$ 64,811	\$ 33.24	\$ 36.56	\$ 41.55
2.3	\$ 63,118	\$ 32.37	\$ 35.61	\$ 40.46
2.2	\$ 61,257	\$ 31.41	\$ 34.56	\$ 39.27
2.1	\$ 59,397	\$ 30.46	\$ 33.51	\$ 38.07
1.3	\$ 52,497	\$ 26.92	\$ 29.61	\$ 33.65
1.2	\$ 50,595	\$ 25.95	\$ 28.54	\$ 32.43
1.1	\$ 49,508	\$ 25.39	\$ 27.93	\$ 31.74

Loadings	Applies to
10%	Staff in Remote Areas
12.50%	Afternoon Shift
15%	Night Shift / Excursions
25%	Casual Employees
150%	Saturday Loading
155%	24hr Care
200%	Sunday Loading
250%	Public Holiday Loading

Op Shops & Warehouse (Retail Award)

Salary Rates Effective July 2022

Grade	Annual Rate	Hourly Rate	Casual 25%
8.3	\$ 96,830	\$ 49.66	\$ 62.07
8.2	\$ 94,458	\$ 48.44	\$ 60.55
8.1	\$ 92,119	\$ 47.24	\$ 59.05
7.3	\$ 87,501	\$ 44.87	\$ 56.09
7.2	\$ 85,408	\$ 43.80	\$ 54.75
7.1	\$ 83,334	\$ 42.74	\$ 53.42
6.3	\$ 81,255	\$ 41.67	\$ 52.09
6.2	\$ 79,221	\$ 40.63	\$ 50.78
6.1	\$ 77,206	\$ 39.59	\$ 49.49
5.3	\$ 74,766	\$ 38.34	\$ 47.93
5.2	\$ 72,779	\$ 37.32	\$ 46.65
5.1	\$ 70,790	\$ 36.30	\$ 45.38
4.4	\$ 68,763	\$ 35.26	\$ 44.08
4.3	\$ 66,774	\$ 34.24	\$ 42.80
4.2	\$ 64,960	\$ 33.31	\$ 41.64
4.1	\$ 62,972	\$ 32.29	\$ 40.37
Truck 3.6	\$ 61,744	\$ 31.66	\$ 39.58
3.5	\$ 61,233	\$ 31.40	\$ 39.25
3.4	\$ 61,081	\$ 31.32	\$ 39.15
3.3	\$ 59,068	\$ 30.29	\$ 37.86
3.2	\$ 58,070	\$ 29.78	\$ 37.22
3.1	\$ 57,071	\$ 29.27	\$ 36.58
2.6	\$ 56,301	\$ 28.87	\$ 36.09
2.5	\$ 55,297	\$ 28.36	\$ 35.45
2.4	\$ 54,293	\$ 27.84	\$ 34.80
2.3	\$ 53,290	\$ 27.33	\$ 34.16
2.2	\$ 52,286	\$ 26.81	\$ 33.52
2.1	\$ 51,282	\$ 26.30	\$ 32.87

Loadings Applies to

25%	Casual Employees
150%	Saturday Loading
200%	Sunday Loading
250%	Public Holiday Loading