



**DJOORAMINDA**

**COTTAGE CARERS'**

**COLLECTIVE WORKPLACE  
AGREEMENT**

**2009**

Documents released by the Fair Work Ombudsman  
Under the Freedom of Information

**DJOORAMINDA COTTAGE CARERS COLLECTIVE WORKPLACE AGREEMENT 2009**

**1. TITLE**

This Agreement shall be referred to as the Djooraminda Cottage Carers' Collective Workplace Agreement 2009.

**2. ARRANGEMENT**

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**3. AREA and SCOPE**

This Agreement shall apply to Centrecare Incorporated, the Employer, and Cottage Carers' employed at Djooraminda, a service operated by Centrecare Incorporated that provides residential care to Aboriginal children and support to their families, within the State of Western Australia.

**4. DEFINITIONS**

"**Cottage Carer**" (full time) means a carer, appointed as such, responsible for the day to day care of children in the residential cottages operated by the Employer.

"**Part time Cottage Carer**" means a Carer regularly employed to work less hours per fortnight than a full time Cottage Carer and responsible for the care of children in the residential cottages in the absence of the full time Cottage Carer.

"**Casual Cottage Carer**" means a Carer engaged on an intermittent basis with no guarantee of continuing or additional employment for the purpose of providing care for children in the residential cottages in the absence of the full time or part time relief Cottage Carer.

"**Carer**" includes all categories of carer to the extent that the context applies.

"**Supervisor**" means Centrecare's Social Worker.

"**Management**" means Executive Manager / Assistant Manager

"**Employer**" or "**Agency**" means Centrecare Incorporated.

**5. CONTRACT OF SERVICE**

- 5.1. The carer will be required to work in accordance with her/his job description and the Employer's policies and procedures.
- 5.2. The Employer may vary the carer's job description if the variation is reasonable and the duties are within the carer's skill, competence and training.
- 5.3. The first three months of employment with the Employer shall be probationary during which time either party may terminate the contract by giving 1 week's notice or payment or forfeiture in lieu thereof.
- 5.4. The Employer may require the Carer, in the event that the Employer expands or relocates its operations, to transfer, either temporarily or permanently, to another place of work within the Perth Metropolitan area.

**6. HOURS****Cottage Carer (Full Time)**

- 6.1. A Cottage Carer (Full Time) is required to reside at the nominated cottage and be on duty for a period of 7 or 10 consecutive days in each fortnightly period as is agreed between the Carer and the Employer.
- 6.2. The period in residence shall be immediately followed by 7 days free of all duty in the case of 7 day Carers' or 4 days free of all duty in the case of 10 day Carers'. The carer is required to vacate the cottage during the 7 day or 4 day relief period, as the case may be, to enable a relief Cottage Carer to reside in the cottage.
- 6.3. On each day (ie 24 hour period) in residence the Carer is required to be on duty or off duty / on call for such time as is necessary to oversee the care of the children resident in the cottage and perform the duties required as indicated in the Carer's job description. The Carer is free from duty outside these requirements.
- 6.4. The period of duty can be changed as agreed between Carer and the Employer.

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**Part time Cottage Carer**

- 6.2. A part time Cottage Carer is employed on a regular basis and is required to reside at the nominated cottage and be on duty or off duty / on call, as rostered, for such time as is necessary to oversee the care of the children resident in the cottage for a 24 hour period or periods, and perform the duties required in the carer's job description. The Carer is free from duty outside these requirements.

**Casual Cottage Carer**

- 6.3. A casual Cottage Carer is engaged by the hour to reside at the nominated cottage and be on duty, or off duty / on call as rostered, for such time as is necessary to oversee the care of the children resident in the cottage, and perform the duties required in the Carer's job description.

**7. SALARIES / WAGES**

- 7.1. A full time Cottage Carer shall be paid an annual salary rate inclusive of off duty / on call payment on level 1, level 2 or level 3 of the following scale:-

Classification	Annual Salary 10 day Roster	Annual Salary 7 day Roster
Level 1	\$51,152	\$35,806
Level 2	\$51,901	\$36,330
Level 3	\$52,681	\$36,876

- 7.2. Level 1 shall apply to full time or part time Carers' with less than 1 year of full time equivalent experience.

Level 2 shall apply to full time or part time Carers' with more than 1 year and less than 5 years of full time equivalent experience.

Level 3 shall apply to full time or part time Carers' with 5 years or more full time equivalent experience or to a Carer with at least 3 years of full time equivalent experience and has an appropriate qualification in child care or a related field to at least Certificate III level.

- 7.3. A part time Cottage Carer shall be paid at the rate of

Level 1 \$196.74 per 24 hour attendance

Level 2 \$199.62 per 24 hour attendance

- 7.4. A Casual Cottage Carer shall be paid at the rate of \$18.84 per hour up to \$236.09 per 24 hour attendance. These amounts include a casual loading of 20% in lieu of an entitlement to annual leave, personal /carer's leave and paid public holidays.

- 7.5. The rates of pay in this Agreement shall be adjusted from time to time in accordance with the rate for a child care giver step 1, step 2 and step 3 in the Children's Services (Private) Award (State).

**8. FLEXIBLE REMUNERATION PACKAGING**

- 8.1. Subject to approval by the Employer, a Cottage Carer may elect to forego a proportion of his/her cash salary for agreed non cash benefits provided under the employer's flexible remuneration packaging program. This amount ("the expense benefit") will be applied to expenses nominated by the Carer and may include amounts which the Carer wishes to contribute to their superannuation.

- 8.2. Flexible remuneration packaging shall operate in accordance with the Employer's policy, a copy of which shall be made available to Carers'.

- 8.3. Upon election by the Carer, the flexible packaging conditions shall be committed to writing. The arrangement shall be reviewed on a 12 monthly basis or at any other time by mutual agreement.



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- 8.4. The total benefits in cash and non cash benefits under this clause shall be no less favourable than the salary prescribed in clause 7. - Salaries / Wages.
- 8.5. In the event that changes in state or federal legislation, Income Tax Assessment Act determinations or rulings, particularly in respect of the employer's fringe benefit tax exempt status, remove the employer's capacity to maintain the flexible remuneration packaging arrangement, the employer shall be entitled to withdraw from the flexible remuneration packaging arrangements by giving notice to the Carer with effect from a date no later than the date the affecting legislation becomes operative.
- 8.6. The cancellation of salary packaging does not cancel or otherwise affect the operation of this Agreement or the Carer's contract of employment.

## 9. DEFERRED SALARY SCHEME

Centrecare Employees may apply to have their salary payments deferred in accordance with the provisions of this clause.

- 9.1. Eligibility
  - 9.1.1. Employees who have successfully completed probation are eligible to apply.
  - 9.1.2. Approval of applications will be determined by the Employer based on the needs of the agency.
- 9.2. Period of Leave
  - 9.2.1. The period of leave will be for twelve (12) months.
  - 9.2.2. Participants will not be able to return a position in the agency during the 12 month leave period.
  - 9.2.3. Should alternative employment be sought during the year of leave, the employee is to advise the agency.
- 9.3. Payment of Salary
  - 9.3.1. During the four year accrual period, participants in the scheme receive 80% of their normal fortnightly salary. In the fifth year, when leave is taken, the participants will receive the money contributed over the four year period. This amount can be paid fortnightly or in one lump sum payment.
  - 9.3.2. The participant will be taxed only on the amount actually received, in this case approximately 80% of the normal salary (including allowances). This is a significant taxation incentive for participants. It is recommended that, prior to entering into this scheme; prospective participants discuss taxation implications and other related issues with their accountant or financial adviser.
  - 9.3.3. Interest is not paid on amounts accumulated during the accrual period. A taxation ruling prohibits such payment on the basis that people taking advantage of a taxation incentive cannot derive interest on those funds. Interest accrued will be utilised to offset the administrative costs of the fund.
- 9.4. Withdrawal
  - 9.4.1. The participant may withdraw from the scheme at any time by notifying the employer in writing.
  - 9.4.2. The participant who withdraws from the scheme will be taxed on the lump sum payment and any other salary received during that financial year.
- 9.5. Long Service Leave, Sick Leave and Increment Entitlements
  - 9.5.1. A participant in the scheme will accrue the above entitlements at 100% of the normal accrual rate over the first four years only. The fifth year, the year of leave, is a non-accrual period.

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9.6. Workers Compensation

9.6.1. Participants in the scheme are covered by workers' compensation during the first four years of the scheme at 100% of their normal salary.

9.6.2. During the fifth year, the year of leave, the participant is not covered by workers' compensation.

9.7. Superannuation

9.7.1. Contributions are based on 100% of the participant's normal salary over the first four years only.

9.8. Fund Management

9.8.1. The Scheme will be managed by Centrecare Incorporated. Participants will receive a statement from finance at the end of each year showing the amount accumulated in the scheme. All contributions to the scheme are guaranteed by Centrecare Incorporated

**10. TELEPHONE CHARGES**

10.1. The Carer shall be responsible for the cost of all private local phone calls in excess of \$30.00 per month. The Carer is not permitted to make STD, calls to mobile phones, international or similar charge calls from the employer's telephone without the express permission of the employer.

10.2. Work related calls

10.2.1. The cost of work related calls made or received by the Carer in the course of employment shall be borne by the Employer.

10.2.2. Work related calls to be paid for by the Employer in accordance with (10.2.1) hereof shall be recorded by the Carer in a manner required by the employer

**11. ANNUAL LEAVE & PUBLIC HOLIDAYS**

11.1. Entitlement

11.1.1. The Carer shall be entitled to 4 weeks' paid leave with 17.5% loading plus 2 weeks paid leave in lieu of public holidays in respect of each completed period of 12 months' service.

11.1.2. The entitlement accrues pro rata on a fortnightly basis.

11.1.3. "Service" shall not include any period of unpaid leave or any period in which the Carer was in receipt of workers' compensation or other similar benefits.

11.2. Payment on Termination

11.2.1. If the Carer's employment terminates, the Carer shall be paid pro rata annual leave on the basis of 6 weeks' pay for each 12 months of service in respect of each completed week of service, for which annual leave has not already been taken. Provided that leave loading is not payable on pro rata annual leave on termination.

11.3. Taking Annual Leave

11.3.1. The annual leave may be taken at times agreed between the Employer and the Carer.

11.3.2. Annual leave is generally to be taken in the 12 monthly period over which it accrues.

11.3.3. Annual Leave shall not accumulate to more than 6 weeks without the agreement

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of the Employer.

11.3.4. If the services of the Carer terminate and the Carer has taken any period of annual leave which exceeds the annual leave accrued to the Carer at that time, the Employer may deduct the amount paid in respect of annual leave taken but not accrued from any amount due to the Carer at the time of termination.

11.4. Part time Carers' shall be entitled to annual leave in proportion which their part time hours relate to full time.

11.5. Casual Carers' shall not be entitled to annual leave.

## **12. ADDITIONAL LEAVE**

### **12.1. Entitlement**

12.1.1. A full-time employee shall be entitled to an additional 5 days leave per year to be taken at a time agreed by the Agency and the employee.

12.1.2. Part-time employees shall be entitled this additional leave pro rata.

12.1.3. The entitlement accrues pro rata on a fortnightly basis.

12.1.4. There will be no leave loading payable on this leave.

12.1.5. On termination, unused additional leave will not be paid out.

## **13. PERSONAL / CARER'S LEAVE**

13.1. The Carer is entitled to 10 days personal/carer's leave in respect of each 12 months completed service in accordance with this clause.

13.2. Subject to this clause, the entitlement to personal/carer's leave accrues on a pro-rata and is credited on a fortnightly basis. Provided that personal/carer's leave does not accrue during any periods on unpaid leave.

13.3. Paid personal/carer's leave is cumulative, provided that the Carer is only entitled to take, in accordance with this clause, that leave which has been credited them.

13.4. The provisions of this clause with respect to payment do not apply if the Carer is entitled to worker's compensation for the relevant illness or injury.

### **Personal sick Leave**

13.5. If the Carer is unable to perform their duties for reasons of personal ill health or injury the Carer is entitled to payment during such absences in accordance with this clause. Paid sick leave is deducted from the Carer's accrued entitlement to personal/carer's leave.

13.6. To be entitled to sick leave the Carer must advise the Employer as soon as reasonably practical of their inability to attend work because of personal illness or injury. Whenever possible they should advise the Employer at least 2 hours prior to the commencement of the shift and indicate the expected duration of the illness or incapacity.

13.7. Where more than 1 consecutive day sick leave is taken, the Carer must produce to the employer a medical certificate or where this is not practicable, a statutory declaration.

13.8. Untaken sick leave shall accumulate from year to year.

13.9. For the purposes of this clause, a day's pay shall be 1/10 of the Carer's fortnightly remuneration or in the case of a part time Carer payment equivalent to the remuneration the Carer would have earned for the shift she would have worked but for the approved absence.

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13.10. Carer's leave is paid or unpaid leave taken to provide care and support to a member of immediate family or household because of:

13.10.1. personal illness or injury of the member; or

13.10.2. an unexpected emergency affecting the member.

13.11. For the purpose of this clause:

13.11.1. "immediate family" means

- a spouse, child (including adult child), parent, grandparent, grandchild, or sibling; or
- a child (including adult child), parent, grandparent, grandchild, or sibling of a spouse.

13.11.2. "spouse" includes former spouse, de facto spouse and former de facto spouse.

13.11.3. "household" means any other person who, lives with the Carer at the Carer's residence as a member of your family.

13.12. Paid Carer's leave is deducted from accrued personal/carer's leave. However the maximum amount of paid carer's leave the Carer is entitled to take in any 12 month period is 10 days.

13.13. The Carer is also entitled to a period of up to 2 days unpaid carer's leave per occasion if paid leave has expired. This provision is also available to casual Carers'.

13.14. To be entitled to carer's leave (either paid or unpaid) the Carer must advise the Employer as soon as reasonably practical of the inability to work in order to provide care and support. Whenever possible the Carer should advise the Employer at least 2 hours prior to the commencement of their shift and indicate the expected duration of the absence.

13.15. For all absences, the Carer must provide the following:

13.15.1. in the case of illness or injury of a member of the immediate family or household :

- a medical certificate indicating that a member of the immediate family or household has, had or will have a personal illness or injury during a period of the leave: or
- a statutory declaration which includes a statement that the Carer requires/required leave to provide care or support to a member of their immediate family or household because of personal illness or injury.

13.15.2. in the case of an unexpected emergency a statutory declaration which includes a statement that the Carer requires/required leave to provide care or support to a member of their immediate family or household because of an unexpected emergency affecting that member of the family.

13.16. Except for subclause 13.13 this clause shall not be applicable to casual Carers'.

**14. SPECIAL LEAVE**

The employer may, at its discretion, grant special paid leave not otherwise available under this Agreement for compassionate and / or cultural reasons in accordance with the employer's policy.



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**15. UNPAID LEAVE**

- 15.1. Leave without pay may be granted at the discretion of the Employer.
- 15.2. Leave without pay will normally be granted only when a Carer has exhausted all other types of leave and the employer will not be inconvenienced by the Carer's absence.
- 15.3. Carers' are required to give 6 weeks' notice of their application for unpaid leave.
- 15.4. Periods of unpaid leave shall not be considered "service" for the purpose of calculating the Carer's entitlement to annual, sick, long service and parental leave, except where the period of unpaid leave is less than 2 weeks.

**16. PARENTAL LEAVE**

- 16.1. The Carer is entitled to, after 12 months continuous service with the Employer, up to 52 weeks unpaid parental leave following the birth or adoption of a child in accordance with the *Workplace Relations Act 1996 (the Act)*.
- 16.2. In summary, the entitlement to parental leave can be taken as maternity leave and/or parental leave, or adoption leave. The entitlement to 52 weeks unpaid parental leave is an entitlement which is shared between the Carer and their spouse.
- 16.3. The following provides a summary of the entitlement.

**Maternity Leave**

- 16.4. Unpaid maternity leave can be taken as either ordinary maternity leave and/or as special maternity leave because the Carer has a pregnancy related illness or the pregnancy has ended within 28 weeks before the expected date of birth other than by the birth of a living child.
- 16.5. To have an entitlement to maternity leave the Carer must have, or would have, completed at least 12 months continuous service with the employer immediately before the expected date of birth of the child. All permanent employees shall be entitled to 12 weeks paid maternity leave, paid at the minimum Federal Award rate.
- 16.6. For ordinary maternity leave the Carer must provide the Employer with:
  - 16.6.1. A medical certificate stating that she is pregnant and the expected date of birth. The medical should be provided at least 10 weeks before the expected date of birth; and
  - 16.6.2. A written application for maternity leave at least 4 weeks before the first day of the intended period of leave stating the first and last days of the leave. A statutory declaration also needs to be provided detailing the following information:
    - 16.6.2.1. the first and last days of the period(s) of any other leave intended to be taken, or already taken, by the Carer because of her pregnancy or the expected birth;
    - 16.6.2.2. the first and last days of the period(s) of any paternity leave (or any other authorised leave of the same type as paternity leave) intended to be taken, or already taken, by the Carer's spouse because of the expected birth;
    - 16.6.2.3. the Carer intends to be the child's primary caregiver at all times while on maternity leave;
    - 16.6.2.4. the Carer will not engage in any conduct inconsistent with her contract of employment while on maternity leave.

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- 16.7. If a Carer is entitled to ordinary maternity leave and has complied with the documentation requirements, and has a medical certificate stating that she is fit to work but it is inadvisable for her to continue in her present position, then:
- 16.7.1. if the Employer thinks that it is reasonably practical for the Employer to transfer the Carer to a safe job, then the Employer will do so with no change to the Carer's terms and conditions of employment; or
- 16.7.2. if the Employer does not think it is reasonably practical to transfer the Carer to a safe job the Carer may be entitled to paid leave for the period it is inadvisable for her to continue in the present position or until the day before the date of birth of the child.
- 16.8. Ordinary maternity leave will normally commence within 6 weeks before the expected date of birth of the child and must include a period of leave of at least 6 weeks from the date of birth of the child.
- 16.9. Once commenced, maternity leave may be varied by:
- 16.9.1. the Carer giving 14 days written notice to extend her period of maternity leave, stating the period by which it is to be extended. This may only occur once;
- 16.9.2. by agreement between the Carer and Employer to extend the period;
- 16.9.3. by written agreement between the Carer and the Employer to shorten the period.
- 16.10. Prior to returning back to work the Carer must give the Employer at least 4 weeks written notice of the proposed day of her return to work.
- 16.11. The Carer is entitled to return to the position he held immediately before the start of the maternity related leave. However if the former position no longer exists, and the Carer is qualified to work for the Employer in another position, the Carer is entitled to return to that position.

#### **Paternity Leave**

- 16.12. Paternity leave can generally be taken as
- 16.12.1. short paternity leave - up to 1 week unpaid leave taken within the week starting on the day the Carer's spouse begins to give birth. Short paternity leave can be taken while his spouse is taking authorised leave in relation to the birth; or
- 16.12.2. long paternity leave - unpaid leave taken by the Carer after his spouse has given birth so that he can be the primary care giver. Long paternity leave must not include any period during which his spouse is taking maternity leave (or similar) and may be taken at any time within 12 months after the date of birth of the child.
- 16.13. The maximum amount of paternity leave which can be taken by a Carer (including short and long paternity leave) is 52 weeks, less an amount of related authorised leave taken by:
- 16.13.1. the Carer before or after the paternity leave; and
- 16.13.2. by his spouse before, during or after the paternity leave.
- 16.14. To be entitled to short paternity leave the Carer must apply to the Employer in writing specifying the first and last days of the period of leave. This must be done as soon as reasonably practicable on or after the first day of the period of leave.
- 16.15. To be entitled to long paternity leave the Carer must apply to the Employer in writing at least 10 weeks before the first day of the intended leave specifying the first and last days of the leave. A statutory declaration also needs to be provided detailing the following information:

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- 16.15.1. the first and last days of the period(s) of any other authorised leave intended to be taken, or already taken, by the Carer because of the birth or the expected birth;
  - 16.15.2. the first and last days of the period(s) of any maternity leave (or any other authorised leave of the same type as maternity leave) intended to be taken, or already taken, by the Carer's spouse because of the pregnancy, the birth or the expected birth;
  - 16.15.3. the Carer intends to be the child's primary care giver at all time while on long paternity leave;
  - 16.15.4. the Carer will not engage in any conduct inconsistent with his contract of employment while on long paternity leave.
- 16.16. Once commenced, long paternity leave may be varied by:
- 16.16.1. the Carer giving 14 days written notice to extend his period of paternity leave, stating the period by which it is to be extended. This may only occur once;
  - 16.16.2. by agreement between the Carer and Employer to extend the period;
  - 16.16.3. by written agreement between the Carer and the Employer to shorten the period.
- 16.17. If the period of paternity leave is longer than 4 weeks, prior to returning back to work the Carer must give the Employer at least 4 weeks written notice of the proposed day of his return to work.
- 16.18. The Carer is entitled to return to the position he held immediately before the start of the paternity related leave. However if the former position no longer exists, and the Carer is qualified to work for the Employer in another position, the Carer is entitled to return to that position.

#### **Replacement Carer's**

- 16.19. Before the Employer engages a replacement because a Carer is on parental leave, the employer must inform the replacement that the work is temporary and the rights of the Carer on partial leave with respect to return to work.

#### **17. LONG SERVICE LEAVE**

- 17.1. The Carer shall be entitled to 13 week's paid long service leave after 10 years continuous service.
- 17.2. The Carer is entitled to payment of pro rata long service leave upon termination after 7 years continuous service.
- 17.3. Long service leave must be taken within a period of 6 months of it becoming due unless otherwise agreed by the Employer.
- 17.4. Except as provided in this clause, the Long Service Leave Act shall otherwise have application to the Carers' covered by this Agreement.

#### **18. COMPASSIONATE LEAVE**

- 18.1. The Carer is entitled to 2 days paid compassionate leave per occasion under 18.1.1 and up to 3 days including the day of the funeral in respect to 18.1.2:
  - 18.1.1. for spending time with a member of their immediate family or household who contracts or develops a personal illness, or sustains a personal injury, that poses a serious threat to his/her life. The leave can be taken at any time during while the injury or illness persists.



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18.1.2. after the death of a member of their immediate family or household.

18.2. For the purpose of this clause:

18.2.1. "immediate family" means

- a spouse, child (including adult child), parent, grandparent, grandchild, or sibling; or
- a child (including adult child), parent, grandparent, grandchild, or sibling of a spouse.

18.2.2. "Spouse" includes former spouse, de facto spouse and former de facto spouse.

18.2.3. "household" means any other person who lives/lived with the Carer at their residence as a member of their family.

18.2.4. The Employer may allow an extension of this entitlement to another person with whom the Carer has a close family relationship provided that sufficient evidence of such relationship has been demonstrated to the Employer's satisfaction.

18.3. Unless otherwise agreed between the Carer and the Employer, compassionate leave can be taken as a single unbroken absence or two separate periods.

18.4. In order to be entitled to compassionate leave the Carer must provide the Employer with evidence to satisfy a reasonable person of the illness, injury or death. The Employer may require proof to satisfy a reasonable person of the relationship between the Carer and the person the Carer is taking compassionate leave for.

18.5. The Carer must also advise the Employer as soon as reasonably practical of the intention to take compassionate leave. Whenever possible the Carer should advise the Employer at least 2 hours prior to the commencement of their shift and indicate the expected duration of the absence.

18.6. Where the Carer is entitled to compassionate leave the Carer will be paid the amount for the days that would have been worked during that period.

18.7. Casual employees are not entitled to paid leave under this clause.

## 19. STUDY LEAVE

19.1. Carers' who wish to upgrade their qualifications by obtaining a first degree or a post graduate qualification may be assisted by the agency where the following criteria apply:

19.1.1. the qualification sought is one normally in demand within the agency;

19.1.2. the Carer is employed by Centrecare for not less than 35 hours per week;

19.1.3. the Carer has demonstrated a capacity to manage the academic and other requirements of the course;

19.1.4. the Carer has been employed within Centrecare for not less than 2 years and has demonstrated a commitment to continued service in the agency.

19.1.5. The agency is able to afford the costs associated with loss of staff time.

19.1.6. any time taken off during normal working hours does not unduly affect the provision of service, attendance at supervision and team meetings etc.

19.2. Where the criteria in sub clause (19.1) are met, on the recommendation of the appropriate manager, the Director may approve;

19.2.1. up to five hours per week time off on full pay (including travelling time) on



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condition that the Carer undertakes a minimum of the same amount of study in their own time; or

19.2.2. regular time off in lieu of other time worked to enable the Carer to attend lectures etc (in this case (19.1.4) above does not apply);or

19.2.3. A combination of the above.

19.3. Course fees and other costs remain the sole responsibility of the Carer.

19.4. Any course not relevant to the agency's needs must be undertaken entirely in the Carer's own time.

## 20. NOTICE OF TERMINATION

20.1. The contract of employment may be terminated by either party giving to the other 4 weeks notice in writing and the contract shall expire at the end of that period of notice. Provided that a Carer who is over 45 years of age who has at least 2 years of continuous service shall, if terminated by the Employer, be given an additional weeks' notice.

20.2. Payment in lieu of the required period of notice may be made by the Employer if the required notice is not given. The Employer may terminate the contract of service by providing part of the required notice and payment in lieu of the balance.

20.3. If the Carer fails to give the required notice or leaves during the notice period, the Employer may deduct, from any monies due to the Carer, an amount equal to the Carer's salary for the period of notice not given.

20.4. The notice required of the Carer may be dispensed with by agreement in writing between the Employer and Carer.

20.5. Nothing in this clause affects the Employer's right to dismiss a Carer without notice for serious misconduct which justifies instant dismissal. If it is alleged that the Carer has done or failed to do anything that may constitute serious misconduct, depending on the circumstances, the Carer may be relieved of duty on full pay while the allegation is investigated.

20.6. These notice provisions shall not apply to casual Carers' who are employed on separate engagements and whose employment ceases at the end of each engagement.

## 21. SUPERANNUATION

21.1. The Employer shall contribute on behalf of the Carer in accordance with the requirements of the *Superannuation Guarantee (Administration) Act 1992*.

21.2. Subject to subclause 4 hereof, the default Fund for the purposes of this clause shall be the National Catholic Superannuation Fund unless otherwise specified by the Carers' within legislative prescribed time.

21.3. The Carer's earnings base for the purpose of this clause shall be the amount of the salary/wage as prescribed in clause 8 as varied from time to time.

## 22. CONFIDENTIALITY

It is a condition of employment that no confidential information relating to the Employer, its clients or activities may be released or divulged by the Carer to a third party other than in the proper performance of the Carer's obligations under this Agreement. This obligation shall apply notwithstanding the expiration or termination of this Agreement or the termination of the Carer's employment.

**DJOORAMINDA COTTAGE CARERS COLLECTIVE WORKPLACE AGREEMENT 2009****23. DISPUTE SETTLEMENT PROCEDURE**

- 23.1. Where the Carer has a dispute arising out of his or her employment or relating to the application of this Agreement, the dispute shall be dealt with in the following manner:
- 23.1.1. in the first instance the Carer shall attempt to resolve the matter with the immediate supervisor.
    - 23.1.1.1. If the matter is not resolved or
    - 23.1.1.2. Where the circumstances are of such nature that a direct discussion between the Carer and the immediate supervisor could not reasonably be expected to resolve the matter, then the Carer may request a meeting with the manager of the Employer to resolve the matter.
  - 23.1.2. Sensible time limits shall be set by the parties in proceeding through the steps of dispute resolution.
  - 23.1.3. In the event of a dispute, the status quo shall be maintained and no action prejudicial to any party shall be taken pending resolution of the matter
  - 23.1.4. By mutual agreement of the parties directly involved in a dispute, one or more steps in this procedure may be bypassed in the interests of a fair or expedited resolution of the matter
  - 23.1.5. The provisions of 23.1.1 to 23.1.4 of this clause shall also be applicable where relevant to questions, difficulties, disputes or grievances involve a group of Carers' or all staff.
  - 23.1.6. In the event of any dispute not being resolved under this clause, the parties may refer the matter to the Australian Industrial Relations Commission or other mutually agreed Mediator / Arbitrator for resolution, provided that the persons involved have conferred among themselves and have made a reasonable attempt to resolve the dispute. The Commission or the agreed Mediator /Arbitrator, as the case may be, is empowered under this Agreement to take all reasonable steps to assist the parties to resolve the dispute by conciliation, mediation or where agreed , arbitration.
- 23.2. Where the matter is referred to arbitration, the parties agree to be bound by such arbitrated decision.
- 23.3. In any grievance / dispute settling procedure under this clause, a Carer and /or the Employer may be represented by their nominated Union representative, agent or other personal advocate.

**24. CONSULTATION**

- 24.1. The parties acknowledge that there are ongoing issues such as funding, provisions relating to adequate relief, the age and needs of clients and the times that full time staff in particular can be relieved of duty when pre-school children and infant clients are in care.
- 24.2. The parties agree to continue consultation on these and related issues during the life of the Agreement, particularly with regard to ensuring, on balance, that Carers' are relieved from duty for sufficient time during their rostered periods in residence as contemplated by Clause 6. – Hours.
- 24.3. Management undertakes to ensure, within the constraints of the Program requirements and funding, to monitor the hours of duty and work responsibilities of Carer's and provide adequate support where necessary.

**DJOORAMINDA COTTAGE CARERS COLLECTIVE WORKPLACE AGREEMENT 2009**

**25. TERM**

This agreement shall operate for a period of five years commencing on the date of lodgement with the Office of Employment Advocate or the relevant Authority that may replace that Body, or until cancelled or replaced in accordance with the provisions of the Workplace Relations Act 1996.

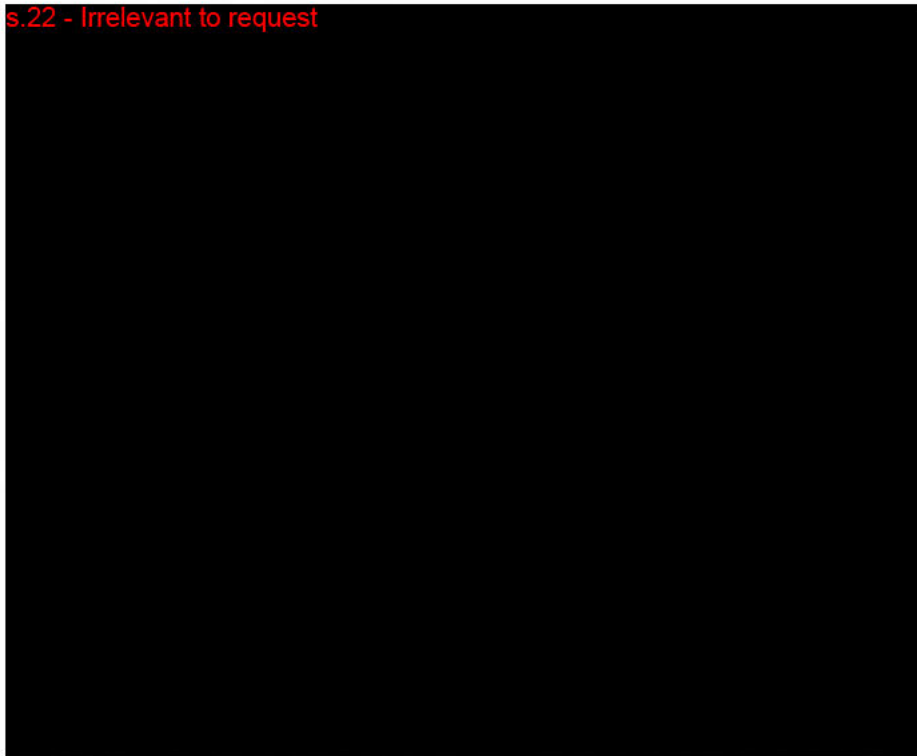
Documents released by the Fair Work Ombudsman  
Under the Freedom of Information



DJOORAMINDA COTTAGE CARERS COLLECTIVE WORKPLACE AGREEMENT 2009

26. SIGNATURES OF PARTIES

s.22 - Irrelevant to request



Date: 8 / 5 / 2009

Date: 8 / 5 / 2009

Date: 19 / 5 / 2009

Name

s.22 - Irrelevant to request

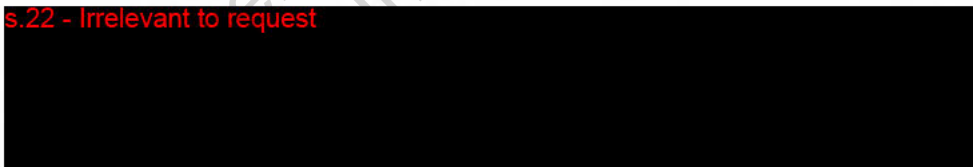


Address

Tel No.

In the presence of:

s.22 - Irrelevant to request



Date: 19 / 5 / 2009



2<sup>nd</sup> April 2009

To Whom It May Concern:

We the undersigned Djooraminda Carers agree to the new Djooraminda Carers Agreement 2009.

Yours faithfully

s.22 - Irrelevant to request



Declaration	
This Declaration is made in relation to the Lodgement:	096076031
Name of the person who made the declaration:	s.22 - Irrelevant to request
Person who made the declaration was	<input checked="" type="checkbox"/> the employer <input type="checkbox"/> an agent appointed by the employer and given authority to make this declaration
Date of declaration:	22/05/2009
<p>The employer makes this declaration and completes the declaration form when lodging an employee collective agreement.</p> <p>The employer's declaration applies to the employee collective agreement named in the declaration form. The declaration form includes the Employer's declaration, Agreement and employer details and the no-disadvantage test details entered as part of this online lodgement.</p> <p>The employer makes this declaration and completes the declaration form under caution that the provision of any information or document to the Workplace Authority the employer knows to be false or misleading is a serious offence under the <i>Criminal Code Act 1995</i>. The maximum penalty is 12 months imprisonment.</p>	
<p><b>The employer party to the agreement lodged declares that:</b> : <i>(Please check boxes to indicate)</i></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> The information in the declaration form is true and correct to the best of the employer's knowledge.</li> <li><input checked="" type="checkbox"/> The agreement being lodged is a copy of a signed employee collective agreement. (that is the copy of the agreement annexured to the declaration must show the signatures of the parties and witnesses and the date the parties signed)</li> <li><input checked="" type="checkbox"/> The agreement has been signed by the employer and a representative or bargaining agent of the employees who will be subject to the agreement.</li> <li><input checked="" type="checkbox"/> The employee collective agreement was approved before lodgement because:             <ul style="list-style-type: none"> <li><input type="radio"/> all employees employed at the time who will be subject to the employee collective agreement were given a reasonable opportunity to decide if they wanted to approve the agreement; and</li> </ul> </li> </ul>	

- either there was a decision made by a vote where a majority of the employees who cast a valid vote approved the employee collective agreement, or
- otherwise a majority of employees employed at the time who will be subject to the employee collective agreement decided they wanted to approve the employee collective agreement.

The employee collective agreement was lodged with the Workplace Authority within 14 days after it was approved.

For those employees employed at least seven days before approval of the agreement the employer has complied with the relevant provisions of Part 8 of the *Workplace Relations Act 1996*, by:

- giving to all employees who will be subject to the employee collective agreement the written agreement or ready access to it, for at least seven days before the agreement was approved (unless the seven day period was waived in writing by all such employees); and
- where the employee collective agreement refers to terms from another workplace agreement or award, giving all employees who will be subject to the agreement ready access to that other workplace agreement or award in writing, for at least seven days before the agreement was approved (unless the seven day period was waived in writing by all such employees); and
- giving to all employees who will be subject to the employee collective agreement the Workplace Authority's *Information Statement for Employees (Collective agreements)* at least seven days before the agreement was approved (unless the seven day period was waived in writing by all such employees); and
- giving a bargaining agent representing an employee a reasonable opportunity to meet and confer with the employer, during the period prior to when the seven day period commences and ending when the agreement is approved.

For those employees who commenced employment within the seven days prior to approval of the agreement the employer has complied with the relevant provisions of Part 8 of the *Workplace Relations Act 1996*, by:

- giving to those employees the written agreement or ready access to it (unless the seven day period has already been waived), for the period up to

the time the agreement was approved; and

- where the employee collective agreement refers to terms from another workplace agreement or award, giving to those employees ready access to that agreement or award in writing (unless the seven day period has already been waived) for the period up to the time the agreement was approved; and
- giving to those employees the Workplace Authority's *Information Statement for Employees (Collective agreements)* for the period up to the time the agreement was approved; and
- giving a bargaining agent representing any such employee a reasonable opportunity to meet and confer with the employer, during the period before the employee collective agreement was approved.

## **PRIVACY STATEMENT**

The Workplace Authority treats the privacy of an individual's personal information seriously. Personal information is any information that would identify a natural person.

Any personal information provided by you in the declaration form will only be used or disclosed for the purposes of sending correspondence about your agreement, providing information to the Minister and conducting research related to the Workplace Authority's promotional, educational, advice and assistance functions under the *Workplace Relations Act 1996* (the Act). This information may also be disclosed to workplace inspectors appointed under the Act.

Unless you say otherwise, you may also receive information sent as part of the Workplace Authority's education and information function. If you wish to opt out from receiving such information, please contact the Workplace Authority on 13 13 94.





**Australian Government**  
**Workplace Authority**

22 May 2009

**Agreement number:** 096076031

CENTRECARE INC  
456 Hay Street  
PERTH WA 6000

### **Declaration Receipt – Employee collective agreement**

This receipt confirms that the Workplace Authority has received a declaration from CENTRECARE INC, on 22 May 2009.

The employer has declared that a copy of an employee collective agreement named DJOORAMINDA COTTAGE CARERS' COLLECTIVE WORKPLACE AGREEMENT was provided to the Workplace Authority.

The employer must give a copy of this receipt to each employee covered by the agreement. The employer has 21 days to do this and may be liable for a fine of up to \$3,300 (for an individual) or up to \$16,500 (for a corporation) if this does not happen.

The Workplace Authority will now assess the agreement to determine whether or not it passes the no-disadvantage test. The no-disadvantage test ensures that the agreement does not, on balance, reduce the overall terms and conditions of employment of the employees covered by the agreement. This generally is a comparison between the terms of the agreement and the terms of a relevant award or former state award.

We may need to contact you for extra information to help us complete the test. Employers are encouraged to provide a copy of information they provide to the Workplace Authority to the other party or parties to the agreement. Once completed, we will write to the employer to let them know whether or not the agreement has passed the no-disadvantage test. If the agreement has not passed, we will provide information on variations that can be made to the agreement so that it passes the no-disadvantage test.

The agreement will not start operating until we are satisfied that it passes the no-disadvantage test. Specifically, the agreement will start to operate on the seventh day after the date of issue of a letter from us advising that the agreement has passed the no-disadvantage test.

The employer must give copies of any relevant letters about the no-disadvantage test referred to above to each employee covered by the agreement when the employer receives the letter as soon as they can.

The agreement will only operate if it has been validly approved and the signature requirements are met. A multiple business agreement can only operate if the Workplace Authority has authorised the making of the agreement.

If you have any other questions, please contact the Workplace Infoline on 1300 363 264 and quote the agreement number at the top of this receipt. Please keep this receipt for your records.

**Workplace Authority Director**



# Community language information

## English

This receipt was issued by the Workplace Authority and provides information about workplace agreements. If you cannot read English and need help to understand this information, please call the Workplace Authority through the Translating and Interpreting Service on 13 14 50. This telephone interpreting service will be paid for by the Workplace Authority.

## Arabic

هذا الإيصال صادر من Workplace Authority (سلطة أماكن العمل) وهو يعرض معلومات عن اتفاقيات مكان العمل. إذا كنت لا تستطيع قراءة اللغة الإنكليزية وأحتاج مساعدة في فهم هذه المعلومات، يرجى الاتصال بـ Workplace Authority عن طريق خدمة الترجمة المحطية والشفهية على الرقم 13 14 50. وستقوم Workplace Authority بدفع رسوم خدمة الترجمة الشفهية الهاتفية هذه.

## Chinese

此收據由工作場所管理局(Workplace Authority)簽發，其中提供了有關工作場所協議的信息。如果您不能閱讀英文而需要幫助了解此資料，請致電13 14 50，透過翻譯及傳譯服務處與Workplace Authority聯絡。該電話傳譯服務之費用將由Workplace Authority支付。

## Croatian

Ovu potvrdu je izdala Workplace Authority (Uprava za radne odnose) i u njoj se navode informacije o radnim ugovorima (workplace agreements). Ako ne možete čitati engleski i trebate pomoć kako biste razumjeli ove informacije, molimo nazovite Workplace Authority preko Službe prevoditelja i tumača (Translating and Interpreting Service) na broj 13 14 50. Usluge službe tumača plaća Workplace Authority.

## Farsi

این رسید توسط Workplace Authority (اداره مسئول امور محل کار) صادر شده و اطلاعاتی درباره توافق های محل کار ارائه می دهد. اگر شما نمی توانید انگلیسی بخوانید و برای فهمیدن این اطلاعات به کمک نیاز دارید، خواهشمند است از طریق خدمات ترجمه کتبی و شفاهی با شماره 13 14 50 به Workplace Authority تلفن کنید. هزینه این سرویس ترجمه تلفنی را Workplace Authority خواهد پرداخت.

## Filipino

Ang resibong ito ay ipinalabas ng Workplace Authority (Tagapamahala sa Pinagtatrabahuang Lugar) at nagbibigay ng impormasyon tungkol sa mga kasunduan sa pinagtatrabahuhan. Kung hindi kayo nakababasa ng Ingles at kailangan ninyo ng tulong upang maintindihan itong impormasyon, pakitawagan ang Workplace Authority sa pamamagitan ng Serbisyo ng Tagasalimwika at Interpret (Translating and Interpreting Service) sa 13 14 50. Ang serbisyo ng pagsasalimwika sa telepono ay babayaran ng Workplace Authority.

## Greek

Αυτή η απόδειξη εκδόθηκε από το Workplace Authority (Αρχή Εργασιακών Χώρων) και παρέχει πληροφορίες σχετικά με τις συμβάσεις εργασιακού χώρου. Αν δεν μπορείτε να διαβάσετε Αγγλικά και χρειάζεστε βοήθεια για να καταλάβετε αυτές τις πληροφορίες, παρακαλείσθε να τηλεφωνήσετε στο Workplace Authority μέσω της Υπηρεσίας Μεταφραστών και Διερμηνέων (Translating and Interpreting Service) στο 13 14 50. Αυτή η τηλεφωνική υπηρεσία διερμηνέων θα πληρωθεί από το Workplace Authority.

## Indonesian

Tanda terima ini dikeluarkan oleh Workplace Authority (Otoritas Tempat Kerja) dan memberi informasi tentang persetujuan tempat kerja. Jika Anda tidak dapat membaca bahasa Inggris dan perlu bantuan untuk memahami informasi ini, silakan telepon Workplace Authority melalui Translating and Interpreting Service (Pelayanan Penerjemahan dan Juru Bahasa) nomor 13 14 50. Pelayanan juru bahasa lewat telepon ini akan dibayar oleh Workplace Authority.

## Italian

La presente ricevuta è stata rilasciata dalla Workplace Authority e contiene informazioni sui contratti di lavoro aziendali. Se non siete in grado di leggere l'inglese e avete bisogno di assistenza per comprendere queste informazioni, chiamate la Workplace Authority servendovi del servizio traduzioni e interpreti al numero 13 14 50. Il costo di questo servizio interpretativo è a carico della Workplace Authority.

## Khmer

វិក្កយបត្រនេះត្រូវបានបោះពុម្ពដោយ Workplace Authority (អាជ្ញាធរគ្រប់គ្រងទីកន្លែងធ្វើការ) ហើយផ្តល់ព័ត៌មានអំពីកិច្ចព្រមព្រៀងលើការងារ។ ប្រសិនបើលោកអ្នកមិនអាចអានភាសាអង់គ្លេសទេ ហើយត្រូវការជំនួយដើម្បីច្បាស់យល់ដឹងអំពីព័ត៌មាននេះ សូមទូរស័ព្ទទៅ Workplace Authority តាមលេខកិច្ចប្រឹក្សាប្រកាសសរសេរ និងភាសាដើមរបស់លោកអ្នក 13 14 50 អាជ្ញាធរ Workplace Authority នឹងចង់ជួយដោះស្រាយប្រឹក្សាប្រកាសតាមទូរស័ព្ទនេះ។

## Korean

본 접수증은 Workplace Authority( 직장 권리국)에서 발행한 것으로서 직장 협약에 관한 정보가 실려 있습니다. 영어 읽기에 어려움이 있으셔서 본 정보를 이해하는데 도움이 필요하시면 봉변역 서비스를 지원해 드리는 TIS, 전화 13 14 50번을 통해 Workplace Authority로 문의하시기 바랍니다. 전화 봉역 서비스 비용은 Workplace Authority가 부담합니다.

## Lao

ນີ້គឺជាໃບຮັບສັນຍາ (ແກ່ບັນຍາຍ) ຈາກ Workplace Authority (ໜີ້ສະໜອງສະຖານທີ່ເຮັດວຽກ) ແລະ ໃຫ້ຂໍ້ມູນກ່ຽວກັບສັນຍາບັນຍາຍວຽກ. ຖ້າທ່ານບໍ່ສາມາດອ່ານໄດ້ ແລະ ຕ້ອງການຄວາມຊ່ວຍເຫຼືອໃນການອ່ານ ພ້ອມທັງຄວາມຊ່ວຍເຫຼືອໃນການເຂົ້າໃຈ ກະລຸນາໂຕລະເລີຍກັບ ຫົວໜ້າບັນຍາຍວຽກ Workplace Authority ໂດຍສູນສຸມສາມາດແນະນຳທ່ານ ແລະ ແນະນຳ ຕາມໂທລະສັບເບີ 13 14 50. ຫົວໜ້າ Workplace Authority ຈະມີຜູ້ຊ່ວຍເຫຼືອໂທລະສັບໃຫ້ທ່ານ.

## Macedonian

Оваа потврда ја издаде Workplace Authority (Управа за работни организации) и таа содржи информации за работните спорозбуми. Ако не можете да читате текстови на англиски јазик и ако ви треба помош да ги разберете овие информации, ве

молиме телефонирајте во Workplace Authority преку Службата за писмено и усмено преведување (Translating and Interpreting Service) на 13 14 50. За ова преведување преку телефон ќе плати Workplace Authority.

## Malay

Resit ini dikeluarkan oleh Workplace Authority (Lembaga Tempat Kerja) dan memberi maklumat mengenai perjanjian tempat kerja. Jika anda tidak membaca bahasa Inggeris dan memerlukan bantuan untuk memahami maklumat ini, sila telefon Workplace Authority melalui Perkhidmatan Penerjemahan dan Jurubahasa pada nombor 13 14 50. Perkhidmatan jurubahasa telefon ini akan dibayar oleh Workplace Authority.

## Polish

Niniejszy dokument wydany został przez Workplace Authority (Urząd ds. Zatrudnienia) i zawiera informacje na temat umów o pracę. Jeśli nie czytasz po angielsku i potrzebujesz pomocy w zrozumieniu zawartych tu informacji, zatelefonuj do nas za pośrednictwem Biura Tłumaczy (Translating and Interpreting Service), tel. 13 14 50. Koszt pomocy tłumacza pokryty zostanie przez Workplace Authority.

## Portuguese

Este recibo foi emitido pela Workplace Authority (Autoridade para as Condições de Trabalho) e oferece informação sobre acordos laborais. Se não puder ler inglês e necessita ajuda para compreender esta informação, por favor contacte a Workplace Authority usando o Serviço de Tradução e Interpretes através do 13 14 50. Este serviço de interpretação telefónica será pago pela Workplace Authority.

## Russian

Настоящее уведомление было подготовлено Workplace Authority (Управлением по производственным отношениям) и в нем приводится информация о трудовых соглашениях. Если вы не можете читать по-английски и нуждается в помощи для понимания настоящей информации, звоните в Workplace Authority через посредство Переводческой службы TIS по тел. 13 14 50. Эта телефонная переводческая услуга будет оплачиваться Workplace Authority.

## Samoan

Ole risiti lenet sa aumai i e Workplace Authority (Pulea Falefaigaluega) ma e maua mai ai faamatalaga e tuga i feagaiga i falefaigaluega. A le mafai ona e faitau ile gagana Peretania ma e te manaomia se fesoasoani ile faamalamalamaina o nei faamatalaga, faamolemole vaiata ile Workplace Authority e auala atu ile Auaanaga o Faaliliuupu ma Faamatalaupule ile 13 14 50. O lena faamatalaga ole faamatalaupule ile telefoni ole a totogiina e Workplace Authority.

## Serbian

Ovu priznanicu je izdala Workplace Authority (Organizacija za radne odnose) i na njoj se nalaze informacije o sporazumima o radu. Ako ne znate da čitate na engleskom i treba vam pomoć da biste razumeli ove informacije, molimo nas da nazovete Workplace Authority preko Službe prevodilaca i tumača na 13 14 50. Usluge tumačenja će platiti Workplace Authority.

## Spanish

El presente recibo fue expedido por la Workplace Authority (Autoridad para las condiciones de trabajo) y proporciona información sobre los convenios empresariales. Si usted no sabe leer inglés y necesita ayuda para entender la información contenida en este documento, llame a la Workplace Authority por medio del Translating and Interpreting Service (Servicio de Traducción e Interpretación) al 13 14 50. La Workplace Authority abonará la tarifa de dicho servicio de interpretación telefónica.

## Swahili

Risiti hii ilitolewa kutoka kwa afisi ya Workplace Authority (Afisi inayosimamia kazi) na inapeana maelezo kuhusu masikilizano ya Workplace Authority. Ikiwa hauwezi kusoma kingereza na unahitaji msaada kuelewa hayo, tafadhali piga simu afisini ya Workplace Authority kupitia Translating and Interpreting Service (uduma inayopeana watafsiri kwa simu) nambari 13 14 50, (moja tatu moja ime tano sifuri). Uduma hii ya Translating and Interpreting Service italipwa na Workplace Authority.

## Thai

เอกสารนี้จัดทำขึ้นโดยสำนักงาน Workplace Authority (สำนักงานแรงงานสัมพันธ์) ให้คำปรึกษาและอำนวยความสะดวก ซึ่งได้ให้ข้อมูลเกี่ยวกับข้อตกลงงานในระบบที่มั่นคง หากท่านอ่านภาษาอังกฤษไม่ได้ และต้องการความช่วยเหลือเกี่ยวกับความเข้าใจข้อมูลเหล่านี้ กรุณาติดต่อสำนักงาน Workplace Authority ผ่านบริการช่วยเหลือการแปลภาษา (Translating and Interpreting Service) ที่หมายเลข 13 14 50 ทาง Workplace Authority จะเป็นผู้ชำระค่าใช้จ่ายค่าบริการการแปลภาษาโดยฟรี

## Tongan

Ko e tohi tali totongi ko 'eni 'oku 'oatu ia 'e he Workplace Authority (Ma'u Mafai Ki he Ngaue'anga) pea 'oatu foki ai ha fakamatala fekau'aki mo e ngaahi aleapan fakangaue'anga. Kapau 'oku 'ikai ke ke lava 'o lautohi faka-Pilitania pea 'oku ke toe fiema'u ha tokoni ke mahino 'a e fakamatala ko 'eni, pea ke kataki 'o ta ki he Workplace Authority 'o fakafou atu 'i he Translating and Interpreting Service (Va'a Ngaue ki he Fakatonulea mo Liliu Lea) 'i he 13 14 50. 'E totongi 'e he Workplace Authority 'a e fakatonulea he telefoni ko 'eni.

## Turkish

Bu makbuz, Workplace Authority (İşyeri Dairesi) tarafından verilmiş olup, işyeri anlaşmaları hakkında bilgi sağlamaktadır. Eğer İngilizce okuyamıyorsanız ve bu bilgiyi anlamakta yardıma ihtiyac duyuyorsanız, lütfen 13 14 50 nolu telefondan Yazılı ve Sözlü Tercümanlık Servisi (Translating and Interpreting Service) kanalıyla Workplace Authority'yi arayınız. Bu telefon tercüme servisinin ücreti Workplace Authority tarafından karşılanacaktır.

## Vietnamese

Biên nhận này của Cơ quan Workplace Authority (Chuyên trách về Sở làm) cung cấp thông tin về hợp đồng nơi sở làm. Nếu quý vị không biết tiếng Anh và muốn được giúp để hiểu những thông tin này, xin gọi tới Cơ quan Workplace Authority bằng cách gọi cho Đường dây Thông dịch và Dịch thuật số 13 14 50. Cơ quan Workplace Authority sẽ trả phí dùng đường dây thông dịch.

# Agreement History

## Lodgement:

Lodgement Details	
Lodgement Number	CAEN096076031
Organisation Details	
ABN	98651609161
Trading Name	CENTRECARE INC
Legal Name	CENTRECARE INC
Agreement Details	
Agreement Number	CAEN096076031
Name	
Address	456 Hay Street PERTH 6000

## History:

Item	Title	Officer	Date
User Actioned	<b>Agreement Assessment Created</b>	not yet assigned	22/05/2009 4:25:33 PM
Agreement Updated Manually	<b>SLA Agreement Agreement Assessment Applied Manually</b>	not yet assigned	22/05/2009 4:25:33 PM
User Actioned	<b>Agreement Assessment Forward Internally to Group (NDT Pilot)</b>	not yet assigned	22/05/2009 4:25:33 PM
Task	<b>Agreement Assessment Description</b>	not yet assigned	22/05/2009 4:25:33 PM
User Opened	<b>Agreement Assessment Actioned by not yet assigned,</b>	not yet assigned	22/05/2009 4:25:35 PM
Agreement Updated Manually	<b>SLA Agreement Agreement Assessment Applied Manually</b>	not yet assigned	22/05/2009 4:25:35 PM

# Agreement History

Authorized	<b>Agreement Assessment Authorized by not yet assigned</b>	not yet assigned	22/05/2009 4:25:36 PM
Closed	<b>Task No 1004676</b> [Task Closed] Task Closed Immediately	not yet assigned	22/05/2009 4:25:36 PM
Admin Action	<b>Task No 1004677</b> [One or more Task Conditions were met] Rule Group Alloc Set Conditions Applied on Task No. 1004678	not yet assigned	22/05/2009 4:25:36 PM
Closed	<b>Task No 1004677</b> [Task Closed] Task Closed Immediately	not yet assigned	22/05/2009 4:25:36 PM
Admin Action	<b>Task No 1004678</b> Action Value : Set Group Alloc applied to Task	not yet assigned	22/05/2009 4:25:36 PM
Closed	<b>Task No 1004678</b> [Task Closed] Task Closed Immediately	not yet assigned	22/05/2009 4:25:36 PM
User Opened	<b>Agreement Assessment Actioned by</b> s.22 - [REDACTED]     t	s.22 - [REDACTED]     t	25/05/2009 11:57:33 AM
User Actioned	<b>Agreement Assessment Updated</b> [Validation Test] [Status changed to: Validated] Valid - The lodgement requirements have been substantially met.	s.22 - [REDACTED]     t	25/05/2009 11:58:15 AM
User Actioned	<b>Agreement Assessment Forward Internally to Group (NDT_VIC)</b>	s.22 - [REDACTED]     t	25/05/2009 11:58:22 AM
User Opened	<b>Agreement Assessment Actioned by</b> s.22 - Irrelevant to [REDACTED] t	s.22 - Irrelevant [REDACTED] t t	29/05/2009 1:24:26 PM
User Opened	<b>Agreement Assessment Actioned by</b> s.22 - Irrelevant to [REDACTED] t	s.22 - Irrelevant [REDACTED] t t	29/05/2009 4:10:32 PM



# Agreement History

User Actioned	<b>Agreement Assessment Forward Internally to Group (NDT_VIC)</b>	s.22 - Irrelevant to request	29/05/2009 4:11:25 PM
User Opened	<b>Agreement Assessment Actioned by</b> s.22 - [REDACTED]		1/06/2009 12:35:15 PM
User Actioned	<b>Agreement Assessment Updated</b>  [Status changed to: Under Assessment]		1/06/2009 12:35:27 PM
User Opened	<b>Agreement Assessment Actioned by</b> s.22 - [REDACTED]		11/06/2009 3:57:13 PM
User Actioned	<b>Agreement Assessment Forward Internally to Group (NDT_VIC)</b>  [Status changed to: Validated]		11/06/2009 3:57:59 PM
User Opened	<b>Agreement Assessment Actioned by</b> s.22 - [REDACTED] s.22 - [REDACTED]		11/06/2009 4:08:15 PM
User Actioned	<b>Agreement Assessment Bulk Forward Internally to Group (New Work_ACT)</b>		11/06/2009 4:08:15 PM
User Opened	<b>Agreement Assessment Actioned by</b> s.22 - Irrelevant s.22 - [REDACTED] Irrelevant to [REDACTED]		12/06/2009 10:37:35 AM
User Actioned	<b>Agreement Assessment Updated</b>  [Status changed to: Under Assessment]		12/06/2009 10:37:56 AM
User Opened	<b>Agreement Assessment Actioned by</b> Sainsbery,		12/06/2009 1:51:48 PM

# Agreement History

	<b>Matthew</b>		
User Actioned	<b>Agreement Assessment Updated</b>  [Validation Test] [Status changed to: Request Further Info: Employer] need to clarify information regarding the work roster pattern - will send a email to the employer after discussing query over the phone	s.22 - Irrelevant to request	12/06/2009 1:52:36 PM
User Opened	<b>Agreement Assessment Actioned by</b> s.22 - Irrelevant s.22 - Irrelevant to		15/06/2009 5:10:08 PM
Object	<b>Object "CAEN096076031 - Centrecare Inc.xls" (CAEN096076031 - Centrecare Inc.xls) Uploaded</b>  Object Name : "CAEN096076031 - Centrecare Inc.xls" File Name : CAEN096076031 - Centrecare Inc.xls Version : 1.00 Abstract : CAEN096076031 - Centrecare Inc.xls		15/06/2009 5:11:33 PM
Object	<b>Object "shiftwork calculator - CAEN096076031 - Centrecare Inc.xls" (shiftwork calculator - CAEN096076031 - Centrecare Inc.xls) Uploaded</b>  Object Name : "shiftwork calculator - CAEN096076031 - Centrecare Inc.xls" File Name : shiftwork calculator - CAEN096076031 - Centrecare Inc.xls Version : 1.00 Abstract : shiftwork calculator - CAEN096076031 - Centrecare Inc.xls		15/06/2009 5:11:37 PM
Object	<b>Object "RE Request for further information - Djooraminda Cottage Carers' Collective Workplace</b>		15/06/2009 5:11:55 PM

# Agreement History

	<p><b>Agreement 2009 (Centrecare) - CAEN096076031 SEC IN-CONFIDENCE .msg" (RE Request for further information - Djooraminda Cottage Carers' Collective Workplace Agreement 2009 (Centrecare) - CAEN096076031 SEC IN-CONFIDENCE .msg) Uploaded</b></p> <p>Object Name : "RE Request for further information - Djooraminda Cottage Carers' Collective Workplace Agreement 2009 (Centrecare) - CAEN096076031 SEC IN-CONFIDENCE .msg" File Name : RE Request for further information - Djooraminda Cottage Carers' Collective Workplace Agreement 2009 (Centrecare) - CAEN096076031 SEC IN-CONFIDENCE .msg Version : 1.00 Abstract : RE Request for further information - Djooraminda Cottage Carers' Collective Workplace Agreement 2009 (Centrecare) - CAEN096076031 SEC IN-CONFIDENCE .msg</p>		
User Actioned	<p><b>Agreement Assessment Updated</b></p> <p>[Status changed to: Holding: Forward to Delegate]</p>	s.22 - Irrelevant to request	15/06/2009 5:12:08 PM
User Actioned	<p><b>Agreement Assessment Forward Internally to</b> s.22 - Irrelevant to request (Team1_ACT)</p>	s.22 - Irrelevant to request	15/06/2009 5:12:27 PM
User Opened	<p><b>Agreement Assessment Actioned by</b> s.22 - Irrelevant to request</p>	s.22 - Irrelevant to request	16/06/2009 2:43:33 PM
User Opened	<p><b>Agreement Assessment Actioned by</b> s.22 - Irrelevant to request</p>	s.22 - Irrelevant to request	16/06/2009 4:47:47 PM

# Agreement History

	s.22 - Irrelevant to	s.22 - Irrelevant to request	
User Opened	Agreement Assessment Actioned by s.22 - s.22 - 		21/07/2009 11:02:58 AM
User Opened	Agreement Assessment Actioned by s.22 - Irrelevant s.22 - Irrelevant to		11/08/2009 11:55:02 AM
User Opened	Agreement Assessment Actioned by s.22 - Irrelevant s.22 - Irrelevant to		18/08/2009 9:55:48 AM
User Actioned	Agreement Assessment Bulk Forward Internally to Group (Team ACT)		18/08/2009 9:55:48 AM
User Opened	Agreement Assessment Actioned by s.22 - Irrelevant to		18/08/2009 4:10:59 PM
Object	Object CAEN096076031 - Centrecare Inc.xls Checked Out		18/08/2009 4:11:24 PM
Object	Object CAEN096076031 - Centrecare Inc.xls Checked In		18/08/2009 4:33:05 PM
User Actioned	Agreement Assessment Forward Internally to Seyrl, Marissa (Team ACT)		18/08/2009 4:33:21 PM
Object	Object "ECA - DNP contact - ER - CAEN096076031.doc" (ECA - DNP contact - ER - CAEN096076031.doc) Uploaded  Object Name : "ECA - DNP contact - ER - CAEN096076031.doc" File Name : ECA - DNP contact - ER - CAEN096076031.doc Version : 1.00		19/08/2009 12:13:17 PM



# Agreement History

	Abstract : ECA - DNP contact - ER - CAEN096076031.doc		
User Opened	<b>Agreement Assessment Actioned by</b> s.22 - [REDACTED]     tt	s.22 - Irrelevant to request	19/08/2009 12:13:32 PM
User Actioned	<b>Agreement Assessment Updated</b>  [Details] have spoken to s.22 - [REDACTED] the Assistant Manager and superior of s.22 - [REDACTED] the lodgement contact. Have explained how we assess and where the agreement does not pass. s.22 - [REDACTED] fully understood and will vary the agreement. Outcome letter sent.		19/08/2009 12:14:28 PM
User Actioned	<b>Agreement Assessment Updated</b>  [Status changed to: DNP] DNP: Made contact on 19/08/2009 by ACT Agreements Bypass DNP Letter selected		19/08/2009 12:14:54 PM
User Actioned	<b>Agreement Assessment Forward Internally to Group (Team ACT)</b>		19/08/2009 12:15:11 PM
Admin Action	<b>Agreement Assessment Updated</b>  [Status changed to: NDTV to assess]		23/09/2009 5:48:27 PM
User Opened	<b>Agreement Assessment Actioned by</b> s.22 - [REDACTED] s.22 - [REDACTED]     tt		24/09/2009 12:11:27 PM
User Actioned	<b>Agreement Assessment Updated</b>  [Status changed to: Under Assessment]		24/09/2009 12:13:18 PM
User Opened	<b>Agreement Assessment</b>		24/09/2009

# Agreement History

	<p>Actioned by s.22 - [REDACTED], s.22 - [REDACTED]</p>		2:34:16 PM
Object	<p><b>Object "FW A new fax has arrived from 618 9221 3631 (Part 1 of 1) on Channel 6.msg" (FW A new fax has arrived from 618 9221 3631 (Part 1 of 1) on Channel 6.msg) Uploaded</b></p> <p>Object Name : "FW A new fax has arrived from 618 9221 3631 (Part 1 of 1) on Channel 6.msg" File Name : FW A new fax has arrived from 618 9221 3631 (Part 1 of 1) on Channel 6.msg Version : 1.00 Abstract : FW A new fax has arrived from 618 9221 3631 (Part 1 of 1) on Channel 6.msg</p>	s.22 - Irrelevant to request	24/09/2009 2:34:48 PM
User Actioned	<p><b>Agreement Assessment Updated</b></p> <p>[Variation Reference Instrument] completed signature page has been attached as additional information (FW A new fax has arrived...)</p>		24/09/2009 2:35:31 PM
User Opened	<p><b>Agreement Assessment Actioned by</b> [REDACTED] s.47F - [REDACTED]</p>		25/09/2009 1:28:53 PM
User Opened	<p><b>Agreement Assessment Actioned by</b> s.22 - [REDACTED] s.22 - [REDACTED]</p>		25/09/2009 4:39:27 PM
Object	<p><b>Object "variation shiftwork calculator - CAEV096076031-1 - Centrecare Inc.xls" (variation shiftwork calculator - CAEV096076031-1 - Centrecare Inc.xls) Uploaded</b></p> <p>Object Name : "variation shiftwork calculator - CAEV096076031-1 - Centrecare Inc.xls" File Name : variation shiftwork calculator - CAEV096076031-1 -</p>		25/09/2009 4:54:52 PM

# Agreement History

	Centrecare Inc.xls Version : 1.00 Abstract : variation shiftwork calculator - CAEV096076031-1 - Centrecare Inc.xls		
Object	<b>Object "CAEV096076031-1 - Centacare Inc Variation.xls" (CAEV096076031-1 - Centacare Inc Variation.xls) Uploaded</b>  Object Name : "CAEV096076031-1 - Centacare Inc Variation.xls" File Name : CAEV096076031-1 - Centacare Inc Variation.xls Version : 1.00 Abstract : CAEV096076031-1 - Centacare Inc Variation.xls	s.22 - Irrelevant to request	25/09/2009 4:54:58 PM
User Actioned	<b>Agreement Assessment Updated</b>  [Status changed to: Holding: Forward to Delegate]		25/09/2009 4:55:08 PM
User Actioned	<b>Agreement Assessment Forward Internally to s.22 - s.22 - (Team ACT)</b>		25/09/2009 4:55:18 PM
User Opened	<b>Agreement Assessment Actioned by s.22 - s.22 -</b>		25/09/2009 4:58:40 PM
User Actioned	<b>Agreement Assessment Forward Internally to s.22 - s.22 - (Team ACT)</b>		25/09/2009 4:58:49 PM
User Opened	<b>Agreement Assessment Actioned by s.22 - s.22 -</b>		28/09/2009 9:06:44 AM
Deleted	<b>Object "CAEV096076031-1 - Centacare Inc Variation.xls" Deleted</b>  amended version attached		28/09/2009 9:07:00 AM

# Agreement History

Object	<b>Object "CAEV096076031-1 - Centacare Inc Variation.xls" (CAEV096076031-1 - Centacare Inc Variation.xls) Uploaded</b>  Object Name : "CAEV096076031-1 - Centacare Inc Variation.xls" File Name : CAEV096076031-1 - Centacare Inc Variation.xls Version : 1.00 Abstract : CAEV096076031-1 - Centacare Inc Variation.xls	s.22 - Irrelevant to request	28/09/2009 9:07:09 AM
User Actioned	<b>Agreement Assessment Updated</b>		28/09/2009 9:07:17 AM
User Actioned	<b>Agreement Assessment Forward Internally to s.22 - s.22 - (Team ACT)</b>		28/09/2009 9:07:26 AM
User Opened	<b>Agreement Assessment Actioned by s.22 -</b>		28/09/2009 10:01:36 AM
Object	<b>Object CAEV096076031-1 - Centacare Inc Variation.xls Checked Out</b>		28/09/2009 10:02:01 AM
Object	<b>Object CAEV096076031-1 - Centacare Inc Variation.xls Checked In</b>		28/09/2009 10:04:29 AM
Closed	<b>Agreement Assessment Closed</b>  [Status changed to: Variation Pass]		28/09/2009 10:04:43 AM
Letter	<b>Automatic Letter Generation - Letter Type: Variation Passes the NDT (ECAV) - Letter Date: 30/09/2009</b>	TT	28/09/2009 4:00:37 PM



**From:** s.22 - Irrelevant  
**To:** s.22 - Irrelevant to  
**Subject:** RE: Request for further information - Djooraminda Cottage Carers' Collective Workplace Agreement 2009 (Centrecare) - CAEN096076031 [SEC=IN-CONFIDENCE]  
**Date:** Monday, 15 June 2009 4:34:20 PM

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Hi s.22

As discussed on the phone these positions are similar to a foster carer role. The carer's are on duty 24 hours per day and their salary has been broken down to a 12 hour working day and includes a sleep shift. Carers may not be working while the children are at school but they are still paid the hours.

As it is very hard to find suitable carer's for this role we have provided in the scope of shifts to include 10 days/ fortnight or 7 days/fortnight. This is a choice left to the individual worker.

Public holidays are worked and included in these shifts and to compensate Centrecare provides an additional 2 weeks annual leave with leave loading. In addition to this Centrecare has extra benefits available to these Carers which include one week personal leave ( 7 weeks leave per annum in total) and 12 weeks paid maternity leave (after two years of service) at the minimum federal wage rate.

Regards,

s.22 - Irrelevant

to request s.22 - Irrelevant to request

**From:** s.22 - Irrelevant to request  
**Sent:** Monday, 15 June 2009 9:27 AM  
**To:** s.22 - Irrelevant to request  
**Subject:** Request for further information - Djooraminda Cottage Carers' Collective Workplace Agreement 2009 (Centrecare) - CAEN096076031 [SEC=IN-CONFIDENCE]

Hi s.22 - Irrelevant to request

As discussed in our recent telephone conversation, would you please provide the following information as soon as possible by return email so I can complete the no-disadvantage-test assessment on the Djooraminda Cottage Carers' Collective Workplace Agreement 2009:

The agreement states that carers work either a 7 day on, 7 day off roster or a 10 day on, 4 day off roster. Could you please clarify how many hours are spent "on duty" on average. I realise this can vary considerably from day to day, but I need to get a feel for how many hrs per day employees spend working per say.

Also, how many public holidays per year would employees work on average?

It would be much appreciated if you could provide the following information within five working days.

Please give me a call on the below number if you wish to discuss.

Regards

s.22 - Irrelevant to request

Senior Assessor - Agreements ACT

Workplace Authority

GPO Box 9842  
Canberra ACT 2601

s.22 - Irrelevant to request

Notice: The information contained in this email message and any attached files may be confidential information, and may also be the subject of legal professional privilege. If you are not the intended recipient any use, disclosure or copying of this email is unauthorised. If you received this email in error, please notify the DEEWR Service Desk by calling (02) 6240 9999 and delete all copies of this transmission together with any attachments.

Documents released by the Fair Work Ombudsman  
Under the Freedom of Information



Australian Government

Workplace Authority

19 August 2009

Agreement number: CAEN096076031

s.22 - Irrelevant to  
request

Centrecare Inc  
456 Hay Street  
PERTH WA 6000

Attention: s.22 - Assistant Manager  
irrele

### Your collective agreement and the no-disadvantage test

Please find enclosed a decision made by the Workplace Authority about the collective agreement named Djooraminda Cottage Carers' Collective Workplace Agreement lodged by the employer Centrecare Inc on 22 May 2009.

On 19 August 2009 we spoke to a representative of your organisation s.22 - to advise that this Agreement does not pass the no-disadvantage test. During that conversation information was provided about why the Agreement does not pass.  
irrele

Please read the attached notice carefully and if you have any questions please call the Fair Work Infoline on 13 13 94 and ask to speak to s.22 - on s.22 - Irrelevant quoting the above Agreement number. You can also get more information about the no-disadvantage test from [www.workplaceauthority.gov.au](http://www.workplaceauthority.gov.au).  
irrelevant to

Please retain a copy of this notice for your records.

Workplace Authority



Australian Government

Workplace Authority

**NOTICE UNDER SECTION 346M OF THE *WORKPLACE RELATIONS ACT 1996*  
(as preserved)**

**Your collective agreement does not pass the no-disadvantage test**

**Date of Issue of this Notice:** 19 August 2009

**Agreement Number:** CAEN096076031

**Employer Name:** CENTRECARE INC, ABN 98651609161

**Agreement Name:** Djooraminda Cottage Carers' Collective Workplace Agreement

**Reference Instrument(s):** Children's Services (Private) Award 2006

**Decision**

Your collective agreement has not passed the no-disadvantage test. The delegate of the Workplace Authority Director is satisfied that the collective agreement results, on balance in an overall reduction of the employee's terms and conditions of employment when compared with the reference instrument.

**What happens next?**

As the collective agreement has not passed the no-disadvantage test, it cannot operate. For the collective agreement operate, it must be varied by agreement of the parties to pass the no-disadvantage test. A variation agreement varying this agreement must be lodged within 37 days of this notice (30 days beginning on the seventh day after the date of this notice). If a variation agreement is not lodged within this time, the agreement can not operate.

If a variation agreement is lodged, the Workplace Authority will assess whether the agreement as varied passes the no-disadvantage test. If the variation agreement is passed, it will operate from the seventh day after the date of the notice advising that the agreement has passed the no-disadvantage test.

**How can the agreement be varied to pass the no-disadvantage test?**

The collective agreement needs to be varied to ensure that, on balance, there is no overall reduction in terms and conditions of employment of the employee when compared to the reference instrument. This can be achieved by varying the agreement to:



- Provide greater remuneration;
- Ensure that the agreement, as a minimum provides equivalent terms and conditions as the reference instrument;
- Provide other terms and conditions that counterbalance the reduction of terms and conditions provided by the reference instrument; or
- Provide a combination of all of the above.

### **Other information**

The employer must take reasonable steps to give copies of this letter to all employees whose employment is subject to the agreement at the time the employer receives this letter. An employer may be liable for a fine of up to \$3,300 (for an individual) or up to \$16,500 (for a corporation) if the employer doesn't do this as soon as they can.

Where a union(s) is party to the collective agreement a copy will be sent the union(s).

Attached is some information about the no-disadvantage test and the Australian Fair Pay and Conditions Standard. If you have further questions concerning this notice visit our website at [www.workplaceauthority.gov.au](http://www.workplaceauthority.gov.au) or contact the Fair Work Infoline on 13 13 94.

Please retain a copy of this notice for your records.

### **Workplace Authority**

## **The no-disadvantage test**

The no-disadvantage test ensures that a workplace agreement does not reduce the overall terms and conditions of employment of any employee whose employment is subject to the agreement when compared with a reference instrument.

### **What is a reference instrument?**

For an employee who is or will be subject to a collective agreement a reference instrument will generally be a relevant general instrument. A relevant general instrument may be an award, certain transitional awards and common rule awards in Victoria or a notional agreement preserving a state award (NAPSA) that applies to the same kind of work as that performed under the collective agreement and that was binding on the employer immediately before the agreement was lodged (or would have been binding but for another industrial award or agreement). In addition, a State or Territory long service leave law may be taken to be a reference instrument relating to an employee if it applied to the employee immediately before the agreement was lodged. If there is no reference instrument (other than an applicable long service leave law) an award may be designated by the Workplace Authority for the purposes of conducting the no-disadvantage test.

### **When does an agreement not pass the no-disadvantage test?**

A workplace agreement will not pass the no-disadvantage test if the Workplace Authority Director is satisfied that on balance, the agreement reduces the overall terms and conditions of employment of any employee whose employment is subject to the agreement when compared with the reference instrument.

### **Operation of a workplace agreement that does not pass the no-disadvantage test**

In the case of an ITEA with an existing employee, an employee collective agreement or a union collective agreement, the agreement is only operational from the seventh day of the date of a notice from the Workplace Authority that the agreement passes the no-disadvantage test. These agreements remain inoperative until they are varied to pass the no-disadvantage test or are replaced by an agreement that passes the no-disadvantage test.

### **Varying a workplace agreement**

In order to pass the no-disadvantage test, the Workplace Authority Director must be satisfied that the workplace agreement does not or would not, on balance, reduce an employee's terms and conditions of employment when compared to the reference instrument.

There are a number of ways in which an agreement can provide terms and conditions which do not or would not, on balance, reduce an employee's terms and conditions when compared to the reference instrument. The main options are that the agreement can:

- Provide greater remuneration;
- Ensure that the agreement, as a minimum provides equivalent terms and conditions as the reference instrument;
- Provide other terms and conditions that counterbalance the reduction of terms and conditions provided by the reference instrument; or
- Provide a combination of all of the above.

As there are many ways a workplace agreement can be varied to pass the no-disadvantage test, it is not possible for the Workplace Authority to provide specific options for each agreement. Further guidance on the assessment under the no-disadvantage test of different terms and conditions that may be found in agreements and reference instruments can be obtained from the *Agreement making and no-disadvantage policy guide* which is available on the Workplace Authority website [www.workplaceauthority.gov.au](http://www.workplaceauthority.gov.au).

### **Application of the Australian Fair Pay and Conditions Standard**

The Australian Fair Pay and Conditions Standard (the Standard) applies to all employers and employees who make workplace agreements. As a result, the Workplace Authority conducts the no-disadvantage test on the basis that the minimum entitlements of the Standard are included in the agreement. Workplace agreements which contain provisions that are drafted to provide entitlements that are less than the Standard may be referred to the Fair Work Ombudsman for investigation. Penalties of up to \$6,600 (for an individual) and \$33,000 (for a corporation) may be imposed if an employer does not comply with the Standard.

More detailed information on the no-disadvantage test and the Standard can be found on the Workplace Authority's website [www.workplaceauthority.gov.au](http://www.workplaceauthority.gov.au). Information can also be obtained by contacting the Fair Work Infoline on 13 13 94.



# facsimile

<b>To</b>	s.22 - Irrelevant to request	<b>From</b>	s.22 - Irrelevant to request
<b>Fax no.</b>	02 6267 4578	<b>Fax no.</b>	9221 3631
		<b>Date</b>	24/09/09
<b>Re</b>	<b>Signature page of Djooraminda CA</b>	<b>No. of pages</b>	2

Dear s.22 - Irrelevant

As per your email I am submitting the signature page of the Djooraminda Cottage Carers' Collective Agreement.

Please feel free to contact me if any further clarification is needed.

Yours sincerely  
s.22 - Irrelevant to request

Documents released by the Fair Work Ombudsman Under the Freedom of Information Act

DJOORAMINDA COTTAGE CARERS COLLECTIVE WORKPLACE AGREEMENT 2009

27. SIGNATURES OF PARTIES

Employer

s.22 - Irrelevant to request

[Redacted signature area]

Date: 22 / 9 / 2009

Signature on behalf of  
Centrecare Incorporated

Name of person  
authorised to sign (print)

In the presence of:

s.22 - Irrelevant to request

[Redacted signature area]

Date: 22 / 09 / 2009

Signature

Authorised Employee Representative

s.22 - Irrelevant to request

[Redacted name area]

Date: 23 / 9 / 2009

Name

s.22 - Irrelevant to request

[Redacted address area]

Address

Tel No.

In the presence of:

s.22 - Irrelevant to request

[Redacted signature area]

Date: 23 / 09 / 2009

Signature





Australian Government

Workplace Authority

s.22 - Irrelevant to  
request

CENTRECARE INC  
456 Hay Street  
PERTH WA 6000

## NOTICE UNDER SECTION 346Q OF THE *WORKPLACE RELATIONS ACT 1996*

### Your collective agreement as varied has passed the no-disadvantage test

**Date of Issue of this Notice:** 30 September 2009

**Agreement Number:** 096076031

**Agreement Name:** Djooraminda Cottage Carers' Collective Workplace Agreement

**Employer Name:** CENTRECARE INC,  
98651609161

The Workplace Authority has previously notified you that the collective agreement named Djooraminda Cottage Carers' Collective Workplace Agreement lodged by the employer CENTRECARE INC on 22 May 2009 did not pass the no-disadvantage test. You recently lodged a variation agreement on 23 September 2009 to vary the terms of your collective agreement in response to this decision.

### Decision

Your collective agreement as varied has passed the no-disadvantage test.

### **What happens next?**

Your collective agreement will start operating on the seventh day after the date of issue of this notice.

The employer must take reasonable steps to give copies of this letter to all employees whose employment is subject to the agreement at the time the employer receives this letter. An employer may be liable for a fine of up to \$3,300 (for an individual) or up to \$16,500 (for a corporation) if the employer doesn't do this as soon as they can.

If you have further questions concerning this notice visit our website at [www.workplaceauthority.gov.au](http://www.workplaceauthority.gov.au) or contact the Workplace Infoline on 1300 363 264.

Where a union(s) is party to this agreement, the union(s) will also be sent a copy of this letter.

Please retain a copy of this notice for your records.

**Workplace Authority**

### No Disadvantage Test v2.0 - Multiple assessments

#### Agreement details

Agreement Number CAEV096076031-1

#### Lodgement details

Lodgement type Employee Collective Agreement Variation  
Lodgement date 24/09/2009

#### Employer details

ABN 98651609161  
Trading name Centrecare Inc (Djooraminda Cottage Carers)

#### Assessor details

Assessor name [Redacted] s.22 - Irrelevant to request  
Date 25/09/2009

#### Delegate details

Delegate name [Redacted] s.22 - Irrelevant to request  
Date 28/09/2009

[Need help? See the online NDT Procedure Guide](#)

#### Reference instrument(s)

Type of instrument **!** Relevant General Instrument Instrument code AP814193 Internal payscale checked/cleared? payscale externally available  
Instrument title Aboriginal Communities and Organisations (Western Australia) Award 2001 Instrument variation 1/10/2008 Has the instrument been designated? no  
Why did you use this instrument? Citation Allowance variation PR979692  
Give details refer clause 3 of agreement where this award is cited as the applicable reference instrument 23/10/2007

#### Outcome **!**

##### Assessor's recommendation

Pass - The employer has adequately compensated for the removal of conditions through an increase in other benefits

##### Delegate's decision

Pass - The employer has adequately compensated for the removal of conditions through an increase in other benefits

advised by delegate that the availability/out of hours contact allowance in the award does not apply to this assessment, therefore agreement variation sufficiently compensates for reduction in conditions

agree with assessor recommendation and interpretation of out of hours contact allowance.

#### Classification information

Sheet	Instrument classification	Agreement classification	Monetary test		Contingent payments		Contingent benefits
			Amount	Difference	Amount	Difference	
7 Day Roster	Level 1 Carer	Level 1 Carer (7 Day Roster)	\$47,429.31	\$7,155.85	\$0.00	\$590.21	Pass
			\$54,585.16	15.09%	\$590.21	#DIV/0!	Pass
			Agreement reduces entitlement		Agreement reduces entitlement		Pass
10 Day Roster	Level 1	Level 1 Carer (10 Day Roster)	\$63,649.15	\$15,073.11	\$0.00	\$590.22	Pass
			\$78,722.26	23.68%	\$590.22	#DIV/0!	Pass
			Agreement increases entitlement		Agreement reduces entitlement		Pass
Calculation sheet 3			#DIV/0!	#DIV/0!	\$0.00	\$0.00	<Recommendation - this calc sheet>
			#DIV/0!	#DIV/0!	\$0.00	#DIV/0!	<Decision - this calc sheet>
Calculation sheet 4			#DIV/0!	#DIV/0!	\$0.00	\$0.00	<Recommendation - this calc sheet>
			#DIV/0!	#DIV/0!	\$0.00	#DIV/0!	<Decision - this calc sheet>
Calculation sheet 5			#DIV/0!	#DIV/0!	\$0.00	\$0.00	<Recommendation - this calc sheet>
			#DIV/0!	#DIV/0!	\$0.00	#DIV/0!	<Decision - this calc sheet>
Calculation sheet 6			#DIV/0!	#DIV/0!	\$0.00	\$0.00	<Recommendation - this calc sheet>
			#DIV/0!	#DIV/0!	\$0.00	#DIV/0!	<Decision - this calc sheet>



Exclusion/inclusion clauses	Reference instrument		Agreement		Comparison	
	Condition	Clause	Condition	Clause	Notes/Methodology	Comparison
Details of exclusion clause	Nil		This Agreement overrides the Aboriginal Communities and Organisations (WA) Award 2001...	3	completed a wage matrix comparison between the agreement and the award - tested the classification with the lowest percentage difference between the agreement and the award for each roster	
Details of inclusion clause/ incorporated documents or instruments	Nil		Nil		this was the Level 1 carer classification (all classifications have been compared to the level 1 award (the lowest) classification because the employer indicated the work performed by carers in this agreement is most similar to this level	
<b>General entitlements</b>						
<b>Calculated general entitlements</b>						
<b>Wages</b>						
Rates (or see table below)	refer table below	award payscale	refer table below for hourly rates based on a 12 hr shift (annual salary rates provided in agreement)	7	employer advised employees work a 7 day on 7 day off roster or a 10 day on 4 day off roster, therefore have prepared a shiftwork calculator with the following breakdown of hrs:	Agreement increases entitlement
Level 1 Carer (10 day roster)			\$51,152		<b>7 day roster</b>	
Level 2 Carer (10 day roster)			\$51,901		19 hrs normal time on both sides of the calculator,	
Level 3 Carer (10 day roster)			\$52,681		2.5 hrs outside the span Monday to Friday at 135% on the Reference Instrument side and 100% on the agreement side of the calculator	
Level 1 Carer (7 day roster)			\$35,806		6 hrs O/T at 150%, 14.5 hrs O/T at 200% on the Reference Instrument side and 20.5 hrs O/T at 100% on the Agreement side of the calculator	
Level 2 Carer (7 day roster)			\$36,330		<b>10 day roster</b>	
Level 3 Carer (7 day roster)			\$36,876		31 hrs normal time on both sides of the calculator,	
Juniors	not applicable		not applicable		4 hrs outside the span Monday to Friday at 135% on the Reference Instrument side and 100% on the agreement side of the calculator	Not applicable
Apprentices	not applicable		not applicable		9 hrs O/T at 150%, 16 hrs O/T at 200% on the Reference Instrument side and 25 hrs O/T at 100% on the Agreement side of the calculator	Not applicable
Trainees	not applicable		not applicable			Not applicable
<b>Ordinary hours</b>						
Ordinary hours	38 hrs/week	23.1	silent (not mentioned)	6	Standard applies: 38 hrs/week	Agreement has same entitlement
Span of hours	7am to 6pm Monday to Friday	23.1.2	silent (not mentioned)	6	due to nature of care work, assumed employees can work any day of the week Monday to Sunday (and have agreed to work more than 8 ordinary hrs/day as normally provided for in the award)	Agreement reduces entitlement
<b>Casuals</b>						
Casual loading	20%	12.4	20%	7.4	not tested because no reduction in entitlement	Agreement has same entitlement
Method of calculating penalty rates	(Base Rate + Casual Loading) x Penalty	12.4	(Base Rate + Casual Loading) x Penalty	7.4		Agreement has same entitlement

Penalty rates						
Saturday	175%	23.3.3	excluded	3	did not test weekend penalty rates because any weekend work is considered overtime under the award	Agreement reduces entitlement
Sunday	200%	23.3.4	excluded	3		Agreement reduces entitlement
Public Holiday	silent (not mentioned)		not applicable (employees are provided with extra annual leave in lieu of public holiday loading)	12.1	tested 11 PH worked at 100% on both sides of the calculator because the employee does not get any additional entitlements for working public holidays and is expected to work all 11 PH's per year	Not applicable
Overtime						
First 2 hours	150%	25.4	excluded	3	refer comments in cells G13 to G22	Agreement reduces entitlement
Thereafter	200%	25.4	excluded	3		Agreement reduces entitlement
Saturday	150% first 2 hrs, 200% thereafter	25.4	excluded	3		Agreement reduces entitlement
Sunday	150% first 2 hrs, 200% thereafter	25.4	excluded	3		Agreement reduces entitlement
Public holiday	150% first 2 hrs, 200% thereafter	25.4	not applicable (employees are provided with extra annual leave in lieu of public holiday loading)	12.1		Agreement reduces entitlement
Shiftwork						
Afternoon loading	120% for all hrs worked between 6pm and 12am Monday to Friday	23.3.1	excluded	3		Agreement reduces entitlement
Night loading	135% for all hrs worked between 12am and 7am Monday to Friday	23.3.2	excluded	3		Agreement reduces entitlement
Leave						
Annual leave loading	17.50%	30.4	17.50%	11.1		Agreement has same entitlement
Annual leave entitlement	4 weeks/yr	30	4 weeks/yr + an additional 2 weeks paid leave/yr in lieu of public holiday loading, then an additional 5 days paid leave to be taken at a time agreed to between the employer and the employee	11.1	tested an additional 2 weeks paid annual leave and an additional 5 days personal leave per year on the Forward with Fairness Agreement side of the calculator because employees are given these entitlements in the agreement rather than public holiday loading	Agreement increases entitlement
Public holidays						
# of days declared	11 PH/yr	34	employees are paid extra leave entitlement in lieu of public holiday entitlements	12.1		Agreement has same entitlement
P/H substitutions	yes	34.4	no	12.1		Agreement reduces entitlement
Rest breaks						
Paid breaks	one 20 min paid break/shift for working at least 2 hrs overtime , then one paid 20 min break/4 hrs overtime worked thereafter	25.6	none provided for because the employee is required to be on duty for all time as necessary to oversee the care of children, but is free from duty all other times	6	tested 5.5 paid 20 min rest breaks per week for 7 day roster and 7 paid 20 min rest breaks per week for 10 day roster (which have been averaged over a 2 week period)	Agreement reduces entitlement
Unpaid breaks	one 30-60 min unpaid meal break/shift after 5 hrs worked	24	none provided for because the employee is required to be on duty for all time as necessary to oversee the care of children, but is free from duty all other times	6		Agreement reduces entitlement
Allowances						



Meal allowance	silent (not mentioned)		\$20/day	8.2	based on rosters provided by employer, tested 3.5 times per week for the 7 day rosters and 5 times per week for the 10 day roster	Agreement increases entitlement
First aid officer allowance	\$10.02/week	21.11	excluded	3	not tested because assumed employees are not required to administer first aid in the workplace	Agreement reduces entitlement
First aid training allowance	employees are entitled to reimbursement for the cost of attending any training course (approved by the employer) and also for the cost of any text books (which will belong to the employer once the employer has reimbursed the employee)	21.12	excluded	3	not tested because no entitlement to test	Agreement reduces entitlement
District allowance		21.1.3	excluded	3	not tested because employees work in Perth so this allowance does not apply	Agreement reduces entitlement
District 1	Nil					
District 2	\$669/yr					
District 3	\$977/yr					
District 4	\$1542/yr					
District 5	\$3065/yr					
District 6	\$3743/yr					
Kalgoorlie Boulder	\$223/yr					
Ravensthorpe, Norseman, Salmon Gums, Marvel Loch Esperence	\$920/yr					
Carnarvon	\$1455/yr					
Port Hedland Karratha	\$3355/yr \$3607/yr					
Liveringa (Camballin), Marble Bar, Wittenoom	\$3832/yr					
Fitzroy Crossing, Halls Creek, Turner River Camp Nullagine	\$4124/yr					
Warburton Mission	\$4151/yr					
Removal allowance		21.4.4	excluded	3	not tested because this doesn't apply to employees in this agreement	Agreement reduces entitlement
if accommodation and furnishings provided	\$1381 (employees without dependents), \$2071 (employees with dependents)					
if accommodation and furnishings not provided	\$4144 (employees without dependents), \$4835 (employees with dependents)					
Airfare allowance	cost of one economy class return airfare ticket to Perth paid by the employer for every 12 months	21.5	excluded	3	not tested because this doesn't apply to employees in this agreement	Agreement reduces entitlement
Availability allowance/Out of Hours contact	\$3.78/hr	21.7	excluded	3	not tested because advised by the delegate that this allowance does not apply to this assessment based on the wording of relevant clauses in the agreement and the award	Agreement reduces entitlement



Recall allowance	150% first 2 hrs, 200% thereafter	21.8	excluded	3	not tested because employees work a set roster so this allowance does not apply	Agreement reduces entitlement
Telephone allowance	employees will be reimbursed by the employer for the cost of any work related phone calls	21.9	\$1/day (personal use)	8.6	tested for all days worked on the Agreement side of the calculator (3.5 days per week worked for 7 day roster and 5 days per week worked for 10 day roster)	Agreement increases entitlement
Bilingual qualification allowance		21.10	excluded	3	not tested because assumed from reading agreement that support staff were not required to speak indigenous languages	Agreement reduces entitlement
Level 1 (Basic)	\$1523/yr					
Level 2 (General business, conversation, reading and writing)	\$3048/yr					
Motor vehicle allowance	ATO rates apply	21.13	\$10/day	8.3	tested allowance on the Agreement side of the calculator only because they are only get the allowance under the award for using a private vehicle, the allowance in the agreement is paid for shared use	Agreement increases entitlement
Travelling and camping/accommodation allowance		21.14.2	\$60/day (fully furnished)	8.1	tested on Agreement side of calculator for all working days during the week (3.5 days per week worked for 7 day roster and 5 days per week worked for 10 day roster) because employees only get this allowance when they are working	Agreement increases entitlement
camping regional centre capital city	\$49.33/night \$126.84/night \$169.09/night					
Laundry allowance	silent (not mentioned)		\$1.50/day	8.5	tested on Agreement side of calculator for all working days during the week (3.5 days per week worked for 7 day roster and 5 days per week worked for 10 day roster) because employees only get this allowance when they are working	Agreement increases entitlement
Utility allowance	silent (not mentioned)		\$2/day	8.4	tested on Agreement side of calculator for all working days during the week (3.5 days per week worked for 7 day roster and 5 days per week worked for 10 day roster) because employees only get this allowance when they are working	Agreement increases entitlement
<b>Compared general entitlements</b>						
Superannuation	9%	22.4	as per relevant legislation (min 9% legal guaranteed entitlement)	22		Agreement has same entitlement
<b>Contingent benefits</b>						
<b>Calculated contingent benefits</b>						
Incentive-based payments	silent (not mentioned)		excluded	3	did not test incentive based payments or bonuses because they don't apply to this assessment	Not applicable
Bonuses	silent (not mentioned)		excluded	3		Not applicable
Leave						

Personal leave entitlement	7.6 hrs/month (12 days per year)	29	10 days/yr	14	employer advised the additional 5 days leave does not attract annual leave loading so has been treated as personal leave (therefore employees given 15 days personal leave per year in agreement so increased entitlement)	Agreement increases entitlement
<b>Compared contingent benefits</b>						
Parental leave	52 weeks unpaid leave after 12 months continuous service	35	52 weeks parental leave after 12 months continuous service (includes 12 weeks paid maternity leave and 1 week paid paternity leave)	17		Agreement increases entitlement
Bereavement leave	5 days paid leave/occasion	36	2 days paid leave/occasion and up to 3 days including the day of the funeral	19		Agreement has same entitlement
Termination of employment	0-1 yr (1 week), 1-3 yrs (2 weeks), 3-5 yrs (3 weeks), 5+ yrs (4 weeks), plus an additional one week notice for employees > 45 yrs of age with > 2 yrs continuous service with employer	13	min 4 weeks notice, plus an additional week notice for employees > 45 yrs of age with > 2 yrs continuous service	21		Agreement increases entitlement
Redundancy		14.3	excluded	3		Agreement reduces entitlement
medium/large employer (>= 15 employees)	0-1 yr (nil), 1-2 yrs (4 weeks), 2-3 yrs (6 weeks), 3-4 yrs (7 weeks), 4-5 yrs (8 weeks), 5-6 yrs (10 weeks), 6-7 yrs (11 weeks), 7-8 yrs (13 weeks), 8-9 yrs (14 weeks), 9-10 yrs (16 weeks), 10+ yrs (12 weeks)	14.3.1				
small employer (< 15 employees)	0-1 yr (nil), 1-2 yrs (4 weeks), 2-3 yrs (6 weeks), 3-4 yrs (7 weeks), 4+ yrs (8 weeks)	14.3.2				
Long service leave	silent (the relevant state/territory legislation applies: 8.67 weeks paid leave after 10 yrs continuous service as per the WA LSL Act 1958)		13 weeks paid leave after 10 yrs continuous service	18		Agreement increases entitlement
Accident/makeup pay	silent (not mentioned)		excluded	3		Not applicable
Jury Service	employees attending jury service will be paid their normal wage, but will be required to reimburse the employer the cost of any jury service fees received from the Court	39	excluded	3	assumed that employees under this agreement will not be required to perform jury service	Agreement reduces entitlement
Ceremonial Leave	10 days paid leave/yr	37	the employer may at its discretion, grant special paid leave not otherwise available under this Agreement for compassionate and/or cultural reasons in accordance with the employers policy	15		Agreement reduces entitlement
Special and Emergency Services Leave	an employer may allow an employee to take paid or unpaid leave in exceptional circumstances resulting from a personal obligation beyond the control of the employee	38	the employer may at its discretion, grant special paid leave not otherwise available under this Agreement for compassionate and/or cultural reasons in accordance with the employers policy	15		Agreement has same entitlement
Training Leave	Employees are entitled to payment for attending training courses (if prior approval is given by the employer), seminars and conferences that are held during the employee's regular working hours	40	the employer may at its discretion, grant special paid leave not otherwise available under this Agreement for compassionate and/or cultural reasons in accordance with the employers policy	15		Agreement has same entitlement

Study Leave	5 hrs paid leave/week, plus up to two weeks paid leave per year to study for exams and attend residential school	41	5 hrs paid leave/week	20	Agreement reduces entitlement
English Training Leave	100 hrs paid leave/yr to undertake English language training from an authority accredited by the employer	42	the employer may at its discretion, grant special paid leave not otherwise available under this Agreement for compassionate and/or cultural reasons in accordance with the employers policy	15	Agreement reduces entitlement

**Working pattern**

Method of determining the working pattern	Roster	all PH worked	10 days on, 4 days off roster	no breaks specified in agreement	tested because lowest percentage difference between agreement and award (for 7 day roster)
		all PH worked	7 days on, 7 days off roster	no breaks specified in agreement	tested because lowest percentage difference between agreement and award (for 10 day roster)

**Classifications**

Use this table as required when assessing multiple classifications.	Instrument Classification	Rate (\$/hr as at 1/10/2008)	Agreement Classification	Rate (\$/hr as at 24/9/2009)	Agreement % difference
		<b>7 Day Roster</b>		<b>7 Day Roster</b>	
	Level 1	\$14.53	Level 1 Carer (7 day roster)	\$18.06	24.29%
	Level 1	\$14.53	Level 2 Carer (7 day roster)	\$18.32	26.08%
	Level 1	\$14.53	Level 3 Carer (7 day roster)	\$18.60	28.01%
	<b>10 Day Roster</b>		<b>10 Day Roster</b>		
	Level 1	\$14.53	Level 1 Carer (10 day roster)	\$25.80	77.56%
	Level 1	\$14.53	Level 2 Carer (10 day roster)	\$26.18	80.18%
	Level 1	\$14.53	Level 3 Carer (10 day roster)	\$26.56	82.79%

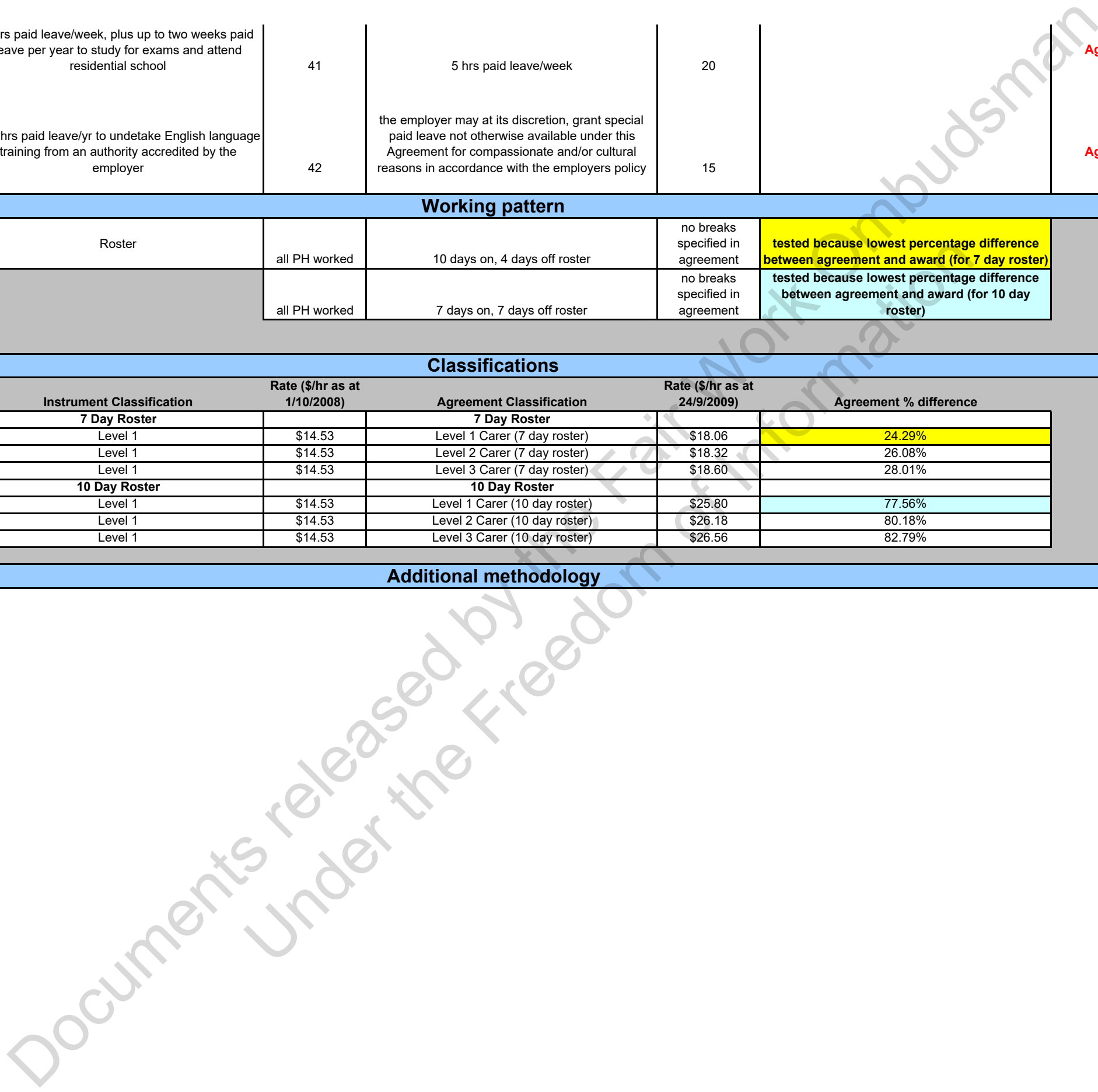
**Additional methodology**

Incorporate as much methodology as possible into the table above.

The Aboriginal Communities and Organisations (Western Australia) Award 2001 was used for this NDT assessment because it was cited by the employer as a relevant reference instrument in the agreement (refer clause 1)

this award applies to Aboriginal and Community Organisations employees in WA (refer clause 3.1)

Because this agreement variation was lodged on 24/9/2009, the 2008 AFPC increase was applied to the award wage rates using an approved external payscale





Ref Instrument classification: Level 1 Carer Agreement classification: Level 1 Carer (7 Day Roster) Assessor's recommendation: Recommend this classification pass the NDT (agreement variation sufficiently compensates for reduction in entitlements)		<b>Summary</b> Reference Instrument: \$47,429.31 Agreement: \$54,585.16 Guaranteed benefits: \$7,155.85 (15.1%) Contingent benefits: \$0.00 Total: \$590.21 #DIV/0!	
<b>General entitlements</b>		<b>Comparison</b> Agreement reduces entitlement   Agreement reduces entitlement	
<b>Reference instrument</b>		<b>Agreement</b>	
Casuals: Ordinary hours with penalties, Overtime, Public holidays		Casuals: Ordinary hours with penalties, Overtime, Public holidays	
<b>Rates and hours</b> Reference instrument rate: \$14.53 per hour All purpose allowances: \$0.00 per week Number of hours rate is based on: 39 per week Casual loading: 0%		<b>Rates and hours</b> Agreement rate: \$55,806.00 per year All purpose allowances: \$0.00 per week Number of hours rate is based on: 42 per week Casual loading: 0%	
<b>Working Pattern</b> Ordinary hours: 19 hours @ Normal \$14.53 \$276.07 Outside span 12am-7am: 2.5 hours @ 135% or 120% or \$0.00 \$19.62 \$49.04 Shift penalty 2: 0 hours @ \$0.00 \$0.00 Shift penalty 3: 0 hours @ 150% or \$0.00 \$21.80 \$0.00 Shift penalty 4: 0 hours @ 200% or \$0.00 \$29.06 \$0.00 Overtime: First 2 hrs Mon-Sat 6 hours @ 150% or \$0.00 \$21.80 \$130.77 Sub hrs Mon-Sat 8.5 hours @ 200% or \$0.00 \$29.06 \$247.01 Sun 6 hours @ 200% or \$0.00 \$29.06 \$174.36 Total hours: 42 Wage per week: \$577.23 Wage per annum: \$45,616.94		<b>Working Pattern</b> Ordinary hours: 19 hours @ Normal \$16.39 \$311.50 Shift penalty 1: 2.5 hours @ 100% or \$0.00 \$16.39 \$40.99 Shift penalty 2: 0 hours @ 120% or \$0.00 \$19.67 \$0.00 Shift penalty 3: 0 hours @ 150% or \$0.00 \$24.59 \$0.00 Shift penalty 4: 0 hours @ 200% or \$0.00 \$32.79 \$0.00 Overtime: First 2 hrs Mon-Sat 6 hours @ 100% or \$0.00 \$16.39 \$98.37 Sub hrs Mon-Sat 8.5 hours @ 100% or \$0.00 \$16.39 \$139.35 Sun 6 hours @ 100% or \$0.00 \$16.39 \$98.37 Total hours: 42 Wage per week: \$688.58 Wage per annum: \$35,606.00	
<b>Entitlements under the instrument</b> Annual leave: 4 weeks @ 42.00 hours/week \$0.00 Annual leave loading: 4 weeks @ 17.5% \$427.18 Public hols worked: 11 days of 12.00 hrs @ 100% \$0.00 Public hols - paid days off: 0 days of 0.00 hrs @ 100% \$0.00 Paid breaks: 5.5 per week 20 mins/break 110 mins \$1,385.19 Weekly allowances: \$0.00 Annual allowances: \$0.00 Total annual entitlements: \$1,812.33		<b>Entitlements under the agreement</b> Annual leave: 6 weeks @ 42.00 hours/week \$1,377.15 Annual leave loading: 6 weeks @ 17.5% \$723.01 Public hols worked: 11 days of 12.00 hrs @ 100% \$0.00 Public hols - paid days off: 0 days of 0.00 hrs @ 100% \$0.00 Paid breaks: 0 per week 0 mins/break \$0.00 Weekly allowances: \$3,120.00 Annual allowances: \$0.00 Total annual entitlements: \$18,779.16	
Reference instrument annual entitlement: \$47,429.31		Agreement annual entitlement: \$54,585.16	
<b>Compared general entitlement</b> Superannuation: 9%		<b>Comparison</b> Agreement has same entitlement Overall comparison: compared general entitlements   Agreement reduces entitlement	
<b>Contingent benefits</b>			
<b>Leave</b> Personal leave: 12 days @ 12.00 hours/day 144.00 hrs \$0.00		<b>Leave</b> Personal leave: 15 days @ 12.00 hours/day 180.00 hrs \$590.21	
<b>Weekly payments</b> Weekly payment 1: 0 per week @ \$0.00 \$0.00 Weekly payment 2: 0 per week @ \$0.00 \$0.00 Weekly payment 3: 0 per week @ \$0.00 \$0.00 Weekly payment 4: 0 per week @ \$0.00 \$0.00 Total weekly payments: \$0.00		<b>Weekly payments</b> Weekly payment 1: 0 per week @ \$0.00 \$0.00 Weekly payment 2: 0 per week @ \$0.00 \$0.00 Weekly payment 3: 0 per week @ \$0.00 \$0.00 Weekly payment 4: 0 per week @ \$0.00 \$0.00 Total weekly payments: \$0.00	
<b>Annual payments</b> Annual payment 1: 0 per year @ \$0.00 \$0.00 Annual payment 2: 0 per year @ \$0.00 \$0.00 Total annual payments: \$0.00		<b>Annual payments</b> Annual payment 1: 0 per year @ \$0.00 \$0.00 Annual payment 2: 0 per year @ \$0.00 \$0.00 Total annual payments: \$0.00	
Annual contingent payments: \$0.00		Annual contingent payments: \$590.21	
<b>Compared contingent benefit</b> Parental Leave, Bereavement Leave, Termination of Employment, Redundancy, Long Service Leave, Jury Service, Ceremonial Leave, Special and Emergency Services Leave, Training Leave, Study Leave, English Training Study Leave		<b>Comparison</b> Agreement increases entitlement Agreement has same entitlement Agreement increases entitlement Agreement increases entitlement Agreement reduces entitlement Agreement increases entitlement Agreement reduces entitlement Agreement reduces entitlement Agreement has same entitlement Agreement has same entitlement Agreement reduces entitlement Agreement reduces entitlement Agreement reduces entitlement Agreement reduces entitlement Overall comparison: compared contingent benefits   Agreement reduces entitlement	

Working pattern	Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday		Total	% of Total	Spread across week
	Start	Finish	Unpaid breaks	Start	Finish	Unpaid breaks	Start	Finish	Unpaid breaks	Start	Finish	Unpaid breaks	Start	Finish			
Ordinary hours															0.0	#DIV/0!	#DIV/0!
Shift Penalty 1															0.0	#DIV/0!	#DIV/0!
Shift Penalty 2															0.0	#DIV/0!	#DIV/0!
Shift Penalty 3															0.0	#DIV/0!	#DIV/0!
Shift Penalty 4															0.0	#DIV/0!	#DIV/0!
Overtime 1															0.0	#DIV/0!	#DIV/0!
Overtime 2															0.0	#DIV/0!	#DIV/0!
Hours per week															0.0	#DIV/0!	#DIV/0!

Note: Time must be entered in 24 hour format using a colon to separate hours and minutes, eg 14:00. Breaks must be entered in whole minutes, eg 60

Documents released by the Fair Work Ombudsman under the Freedom of Information Act

Ref Instrument classification Level 1	Summary Guaranteed benefits Reference Instrument: \$63,649.15 Agreement: \$78,722.26	Contingent benefits Reference Instrument: \$0.00 Agreement: \$590.22
Agreement classification Level 1 Carer (10 Day Roster)	Comparison Agreement increases entitlement	Agreement reduces entitlement
Assessor's recommendation Recommend this classification pass the NDT (agreement variation sufficiently compensates for reduction in entitlements)		

General entitlements			
Reference instrument	Agreement		
<b>Casuals</b> Ordinary hours with penalties: <select one> Overtime: <select one> Public holidays: <select one>	<b>Casuals</b> Ordinary hours with penalties: <select one> Overtime: <select one> Public holidays: <select one>		
<b>Rates and hours</b> Reference instrument rate: \$14.53 per hour All purpose allowances: \$0.00 per week Number of hours rate is based on: 30 per week Casual loading: 0%	<b>Rates and hours</b> Agreement rate: \$51,152.00 per year All purpose allowances: \$0.00 per week Number of hours rate is based on: 60 per week Casual loading: 0%		
<b>Working Pattern</b> Hourly rate: \$14.53 Total: \$450.43 Ordinary hours: 31 hours @ Normal Outside span 12am-7am: 4 hours @ 115% or \$0.00 Shift/penalty 2: 0 hours @ 120% or \$0.00 Shift/penalty 3: 0 hours @ 150% or \$0.00 Shift/penalty 4: 0 hours @ 200% or \$0.00 Overtime: 9 hours @ 150% or \$0.00 Sub hrs Mon-Sat: 10 @ 200% or \$0.00 Sun: 6 hours @ 200% or \$0.00 Total hours: 60 Wage per week: \$1,178.30 Wage per annum: \$51,275.50	<b>Working Pattern</b> Hourly rate: \$16.39 Total: \$508.24 Ordinary hours: 31 hours @ Normal Outside span 12am-7am: 4 hours @ 100% or \$0.00 Shift/penalty 2: 0 hours @ 120% or \$0.00 Shift/penalty 3: 0 hours @ 150% or \$0.00 Shift/penalty 4: 0 hours @ 200% or \$0.00 Overtime: 9 hours @ 100% or \$0.00 Sub hrs Mon-Sat: 10 @ 100% or \$0.00 Sun: 6 hours @ 100% or \$0.00 Total hours: 60 Wage per week: \$983.69 Wage per annum: \$51,152.00		
<b>Entitlements under the instrument</b> Annual leave: 4 weeks @ 60.00 hours/week = 240.00 hrs @ \$0.00 Annual leave loading: 4 weeks @ 17.5% = \$610.26 Public hols worked: 11 days of 12.00 hrs @ 100% = \$0.00 Public hols - paid days off: 0 days of 0.00 hrs @ 100% = \$0.00 Paid breaks: 7 per week @ 20 mins/break = 140 mins @ \$1,762.97 Weekly allowances: \$0.00 Annual allowances: \$0.00 Entitlements per annum: \$2,373.23	<b>Entitlements under the agreement</b> Annual leave: 6 weeks @ 60.00 hours/week = 360.00 hrs @ \$1,967.38 Annual leave loading: 6 weeks @ 17.5% = \$1,032.88 Public hols worked: 11 days of 12.00 hrs @ 100% = \$0.00 Public hols - paid days off: 0 days of 0.00 hrs @ 100% = \$0.00 Paid breaks: 0 per week @ 0 mins/break = 0 mins @ \$0.00 Weekly allowances: \$20.00 (Meal), \$1.00 (Telephone), \$10.00 (Motor vehicle), \$3.50 (Laundry/Utility), \$60.00 (Accommodation) = \$94.50 Annual allowances: \$0.00 Entitlements per annum: \$27,570.26		
Reference instrument annual entitlement: \$63,649.15	Agreement annual entitlement: \$78,722.26		
Compared general entitlement: Superannuation 5%	Reference instrument: 5%	Agreement: 5%	Comparison: Agreement has same entitlement
Overall comparison: compared general entitlements		Agreement increases entitlement	

Contingent benefits			
Reference instrument	Agreement		
<b>Leave</b> Personal leave: 12 days @ 12.00 hours/day = 144.00 hrs @ \$0.00	<b>Leave</b> Personal leave: 15 days @ 12.00 hours/day = 180.00 hrs @ \$590.22		
<b>Weekly payments</b> Weekly payment 1: 0 per week @ \$0.00 Weekly payment 2: 0 per week @ \$0.00 Weekly payment 3: 0 per week @ \$0.00 Weekly payment 4: 0 per week @ \$0.00 Total weekly payments: \$0.00	<b>Weekly payments</b> Weekly payment 1: 0 per week @ \$0.00 Weekly payment 2: 0 per week @ \$0.00 Weekly payment 3: 0 per week @ \$0.00 Weekly payment 4: 0 per week @ \$0.00 Total weekly payments: \$0.00		
<b>Annual payments</b> Annual payment 1: 0 per year @ \$0.00 Annual payment 2: 0 per year @ \$0.00 Total annual payments: \$0.00	<b>Annual payments</b> Annual payment 1: 0 per year @ \$0.00 Annual payment 2: 0 per year @ \$0.00 Total annual payments: \$0.00		
Annual contingent payments: \$0.00	Annual contingent payments: \$590.22		
Compared contingent benefit: Parental Leave, Bereavement Leave, Termination of Employment, Redundancy, Long Service Leave, Jury Service, Ceremonial Leave, Special and Emergency Services Leave, Training Leave, Study Leave, English Training Study Leave	Reference instrument	Agreement	Comparison: Agreement increases entitlement, Agreement has same entitlement, Agreement increases entitlement, Agreement reduces entitlement, Agreement increases entitlement, Agreement reduces entitlement, Agreement has same entitlement, Agreement has same entitlement, Agreement reduces entitlement, Agreement reduces entitlement, Agreement reduces entitlement
Overall comparison: compared contingent benefits		Agreement reduces entitlement	

Working pattern	Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday		Total	% of Total	Spread across week
	Start	Finish	Unpaid breaks	Start	Finish	Unpaid breaks	Start	Finish	Unpaid breaks	Start	Finish	Unpaid breaks	Start	Finish			
Ordinary hours															0.0	#DIV/0!	#DIV/0!
Sh 1/Penalty 1															0.0	#DIV/0!	#DIV/0!
Sh 1/Penalty 2															0.0	#DIV/0!	#DIV/0!
Sh 1/Penalty 3															0.0	#DIV/0!	#DIV/0!
Sh 1/Penalty 4															0.0	#DIV/0!	#DIV/0!
Overtime 1															0.0	#DIV/0!	#DIV/0!
Overtime 2															0.0	#DIV/0!	#DIV/0!
Hours per week	Note: Time must be entered in 24 hour format using a colon to separate hours and minutes, eg 14:00. Breaks must be entered in whole minutes, eg 60														0.0	#DIV/0!	#DIV/0!

Documents released by the Fair Work Ombudsman under the Freedom of Information Act



Ref instrument classification Agreement classification Assessor's recommendation		<b>Summary</b> Reference Instrument: <input type="text"/> Guaranteed benefits: <input type="text"/> Contingent benefits: <input type="text"/> Agreement: <input type="text"/> Reference Instrument: <input type="text"/> \$0.00 <input type="text"/> \$0.00 Comparison: <input type="text"/> Agreement: <input type="text"/> \$0.00 <input type="text"/> #DIV/0!	
<b>General entitlements</b>			
<b>Reference instrument</b>		<b>Agreement</b>	
Casualty: <input type="text"/> Ordinary hours with penalties: <input type="text"/> Overtime: <input type="text"/> Public holidays: <input type="text"/>		Casualty: <input type="text"/> Ordinary hours with penalties: <input type="text"/> Overtime: <input type="text"/> Public holidays: <input type="text"/>	
Rates and hours Reference instrument rate: <input type="text"/> per hour All purpose allowances: <input type="text"/> per week Number of hours rate is based on: <input type="text"/> per week Casual loading: <input type="text"/> Hourly rate: <input type="text"/>		Rates and hours Agreement rate: <input type="text"/> per hour All purpose allowances: <input type="text"/> per week Number of hours rate is based on: <input type="text"/> per week Casual loading: <input type="text"/> Hourly rate: <input type="text"/>	
<b>Working Pattern</b> Ordinary hours: 0 hours @ Normal Shift penalty 1: 0 hours @ 115% or \$0.00 Shift penalty 2: 0 hours @ 120% or \$0.00 Shift penalty 3: 0 hours @ 150% or \$0.00 Shift penalty 4: 0 hours @ 200% or \$0.00 Overtime 1: 0 hours @ 150% or \$0.00 Overtime 2: 0 hours @ 200% or \$0.00 Total hours: <input type="text"/> Wage per week: <input type="text"/> Wage per annum: <input type="text"/>		<b>Working Pattern</b> Ordinary hours: 0 hours @ Normal Shift penalty 1: 0 hours @ 115% or \$0.00 Shift penalty 2: 0 hours @ 120% or \$0.00 Shift penalty 3: 0 hours @ 150% or \$0.00 Shift penalty 4: 0 hours @ 200% or \$0.00 Overtime 1: 0 hours @ 150% or \$0.00 Overtime 2: 0 hours @ 200% or \$0.00 Total hours: <input type="text"/> Wage per week: <input type="text"/> Wage per annum: <input type="text"/>	
<b>Entitlements under the instrument</b> Annual leave: 0 weeks @ 0.00 hours/week Annual leave loading: 0 weeks @ 0.0% Public hols worked: 0 days of 0.00 hrs @ 0% Public hols - paid days off: 0 days of 0.00 hrs @ 100% Paid breaks: 0 per week @ 0 mins/break Weekly allowances: Weekly allowance 1: 0 per week @ \$0.00 Weekly allowance 2: 0 per week @ \$0.00 Weekly allowance 3: 0 per week @ \$0.00 Weekly allowance 4: 0 per week @ \$0.00 Annual allowances: Annual allowance 1: 0 per year @ \$0.00 Annual allowance 2: 0 per year @ \$0.00 Total annual allowances: \$0.00 Entitlements per annum: <input type="text"/>		<b>Entitlements under the agreement</b> Annual leave: 0 weeks @ 0.00 hours/week Annual leave loading: 0 weeks @ 0.0% Public hols worked: 0 days of 0.00 hrs @ 0% Public hols - paid days off: 0 days of 0.00 hrs @ 100% Paid breaks: 0 per week @ 0 mins/break Weekly allowances: Weekly allowance 1: 0 per week @ \$0.00 Weekly allowance 2: 0 per week @ \$0.00 Weekly allowance 3: 0 per week @ \$0.00 Weekly allowance 4: 0 per week @ \$0.00 Annual allowances: Annual allowance 1: 0 per year @ \$0.00 Annual allowance 2: 0 per year @ \$0.00 Total annual allowances: \$0.00 Entitlements per annum: <input type="text"/>	
Reference instrument annual entitlement: <input type="text"/>		Agreement annual entitlement: <input type="text"/>	
<b>Compared general entitlement</b> Superannuation: <input type="text"/> Reference Instrument: <input type="text"/> Agreement: <input type="text"/> Comparison: <input type="text"/>		<b>Compared general entitlement</b> Superannuation: <input type="text"/> Reference Instrument: <input type="text"/> Agreement: <input type="text"/> Comparison: <input type="text"/>	
<b>Contingent benefits</b>			
Leave: Personal leave: 0 days @ 0.00 hours/day @ 0.00 hrs @ \$0.00 Weekly payments: Weekly payment 1: 0 per week @ \$0.00 Weekly payment 2: 0 per week @ \$0.00 Weekly payment 3: 0 per week @ \$0.00 Weekly payment 4: 0 per week @ \$0.00 Total weekly payments: \$0.00 Annual payments: Annual payment 1: 0 per year @ \$0.00 Annual payment 2: 0 per year @ \$0.00 Total annual payments: \$0.00 Annual contingent payments: <input type="text"/>		Leave: Personal leave: 0 days @ 0.00 hours/day @ 0.00 hrs @ \$0.00 Weekly payments: Weekly payment 1: 0 per week @ \$0.00 Weekly payment 2: 0 per week @ \$0.00 Weekly payment 3: 0 per week @ \$0.00 Weekly payment 4: 0 per week @ \$0.00 Total weekly payments: \$0.00 Annual payments: Annual payment 1: 0 per year @ \$0.00 Annual payment 2: 0 per year @ \$0.00 Total annual payments: \$0.00 Annual contingent payments: <input type="text"/>	
<b>Compared contingent benefit</b> Reference Instrument: <input type="text"/> Agreement: <input type="text"/> Comparison: <input type="text"/>		<b>Compared contingent benefit</b> Reference Instrument: <input type="text"/> Agreement: <input type="text"/> Comparison: <input type="text"/>	

Working pattern	Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday		Total	% of Total	Spread across week
	Start	Finish	Unpaid breaks	Start	Finish	Unpaid breaks	Start	Finish	Unpaid breaks	Start	Finish	Unpaid breaks	Start	Finish			
Ordinary hours															0.0	#DIV/0!	#DIV/0!
Sh f/Penalty 1															0.0	#DIV/0!	#DIV/0!
Sh f/Penalty 2															0.0	#DIV/0!	#DIV/0!
Sh f/Penalty 3															0.0	#DIV/0!	#DIV/0!
Sh f/Penalty 4															0.0	#DIV/0!	#DIV/0!
Overtime 1															0.0	#DIV/0!	#DIV/0!
Overtime 2															0.0	#DIV/0!	#DIV/0!
Hours per week															0.0	#DIV/0!	#DIV/0!

Note: Time must be entered in 24 hour format using a colon to separate hours and minutes, eg 14:00. Breaks must be entered in whole minutes, eg 60

Documents released by the Fair Work Ombudsman Under the Freedom of Information Act

Ref instrument classification Agreement classification Assessor's recommendation		<b>Summary</b> Reference Instrument: Guaranteed benefits \$0.00, Contingent benefits \$0.00 Agreement: #DIV/0! #DIV/0! \$0.00 #DIV/0! Comparison:	
<b>General entitlements</b>			
<b>Reference instrument</b>		<b>Agreement</b>	
Casualty: <input type="text"/> <input type="text"/> <input type="text"/> Ordinary hours with penalties: <input type="text"/> <input type="text"/> <input type="text"/> Overtime: <input type="text"/> <input type="text"/> <input type="text"/> Public holidays: <input type="text"/> <input type="text"/> <input type="text"/>		Casualty: <input type="text"/> <input type="text"/> <input type="text"/> Ordinary hours with penalties: <input type="text"/> <input type="text"/> <input type="text"/> Overtime: <input type="text"/> <input type="text"/> <input type="text"/> Public holidays: <input type="text"/> <input type="text"/> <input type="text"/>	
Rates and hours Reference instrument rate: \$0.00 per hour All purpose allowances: \$0.00 per week Number of hours rate is based on: 0 per week Casual loading: 0% Hourly rate: #DIV/0!		Rates and hours Agreement rate: \$0.00 per hour All purpose allowances: \$0.00 per week Number of hours rate is based on: 0 per week Casual loading: 0% Hourly rate: #DIV/0!	
<b>Working Pattern</b> Ordinary hours: 0 hours @ Normal Shift penalty 1: 0 hours @ 115% or \$0.00 Shift penalty 2: 0 hours @ 120% or \$0.00 Shift penalty 3: 0 hours @ 150% or \$0.00 Shift penalty 4: 0 hours @ 200% or \$0.00 Overtime 1: 0 hours @ 150% or \$0.00 Overtime 2: 0 hours @ 200% or \$0.00 Total hours: 0 Wage per week: #DIV/0! Wage per annum: #DIV/0!		<b>Working Pattern</b> Ordinary hours: 0 hours @ Normal Shift penalty 1: 0 hours @ 115% or \$0.00 Shift penalty 2: 0 hours @ 120% or \$0.00 Shift penalty 3: 0 hours @ 150% or \$0.00 Shift penalty 4: 0 hours @ 200% or \$0.00 Overtime 1: 0 hours @ 150% or \$0.00 Overtime 2: 0 hours @ 200% or \$0.00 Total hours: 0 Wage per week: #DIV/0! Wage per annum: #DIV/0!	
<b>Entitlements under the instrument</b> Annual leave: 0 weeks @ 0.00 hours/week Annual leave loading: 0 weeks @ 0.0% Public hols worked: 0 days of 0.00 hrs @ 0% Public hols - paid days off: 0 days of 0.00 hrs @ 100% Paid breaks: 0 per week @ 0 mins/break Weekly allowances: \$0.00 per week @ \$0.00 Annual allowances: \$0.00 per year @ \$0.00 Entitlements per annum: #DIV/0!		<b>Entitlements under the agreement</b> Annual leave: 0 weeks @ 0.00 hours/week Annual leave loading: 0 weeks @ 0.0% Public hols worked: 0 days of 0.00 hrs @ 0% Public hols - paid days off: 0 days of 0.00 hrs @ 100% Paid breaks: 0 per week @ 0 mins/break Weekly allowances: \$0.00 per week @ \$0.00 Annual allowances: \$0.00 per year @ \$0.00 Entitlements per annum: #DIV/0!	
Reference instrument annual entitlement: #DIV/0!		Agreement annual entitlement: #DIV/0!	
<b>Compared general entitlement</b> Superannuation: Reference instrument %, Agreement %, Comparison: #DIV/0!		<b>Overall comparison - compared general entitlements</b> Comparison: #DIV/0!	
<b>Contingent benefits</b>			
Leave: Personal leave 0 days @ 0.00 hours/day @ 0.00 hrs \$0.00 Weekly payments: \$0.00 per week @ \$0.00 Annual payments: \$0.00 per year @ \$0.00 Annual contingent payments: \$0.00		Leave: Personal leave 0 days @ 0.00 hours/day @ 0.00 hrs \$0.00 Weekly payments: \$0.00 per week @ \$0.00 Annual payments: \$0.00 per year @ \$0.00 Annual contingent payments: \$0.00	
<b>Compared contingent benefit</b> Comparison: #DIV/0!		<b>Overall comparison - compared contingent benefits</b> Comparison: #DIV/0!	

Working pattern	Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday		Total	% of Total	Spread across week
	Start	Finish	Unpaid breaks	Start	Finish	Unpaid breaks	Start	Finish	Unpaid breaks	Start	Finish	Unpaid breaks	Start	Finish			
Ordinary hours															0.0	#DIV/0!	#DIV/0!
Sh f/Penalty 1															0.0	#DIV/0!	#DIV/0!
Sh f/Penalty 2															0.0	#DIV/0!	#DIV/0!
Sh f/Penalty 3															0.0	#DIV/0!	#DIV/0!
Sh f/Penalty 4															0.0	#DIV/0!	#DIV/0!
Overtime 1															0.0	#DIV/0!	#DIV/0!
Overtime 2															0.0	#DIV/0!	#DIV/0!
Hours per week	Note: Time must be entered in 24 hour format using a colon to separate hours and minutes, eg 14:00. Breaks must be entered in whole minutes, eg 60														0.0	#DIV/0!	#DIV/0!

Documents Released by the Fair Work Ombudsman Under the Freedom of Information Act



Ref Instrument classification:   
 Agreement classification:   
 Assessor's recommendation:

Summary  
 Reference Instrument:  Guaranteed benefits:  Contingent benefits:   
 Agreement:  Reference Instrument:  \$0.00  \$0.00  
 Comparison:

**General entitlements**

Reference instrument		Agreement	
Casuals	<input type="text"/>	Casuals	<input type="text"/>
Ordinary hours with penalties	<input type="text"/>	Ordinary hours with penalties	<input type="text"/>
Overtime	<input type="text"/>	Overtime	<input type="text"/>
Public holidays	<input type="text"/>	Public holidays	<input type="text"/>
Reference instrument rate	<input type="text"/> \$0.00 per hour	Agreement rate	<input type="text"/> \$0.00 per hour
All purpose allowances	<input type="text"/> \$0.00 per week	All purpose allowances	<input type="text"/> \$0.00 per week
Number of hours rate is based on	<input type="text"/> 0 per week	Number of hours rate is based on	<input type="text"/> 0 per week
Casual loading	<input type="text"/> 0% Hourly rate: <input type="text"/>	Casual loading	<input type="text"/> 0% Hourly rate: <input type="text"/>
<b>Working Pattern</b>		<b>Working Pattern</b>	
Ordinary hours	0 hours @ Normal	Ordinary hours	0 hours @ Normal
Shift/penalty 1	0 hours @ 115% or \$0.00	Shift/penalty 1	0 hours @ 115% or \$0.00
Shift/penalty 2	0 hours @ 120% or \$0.00	Shift/penalty 2	0 hours @ 120% or \$0.00
Shift/penalty 3	0 hours @ 150% or \$0.00	Shift/penalty 3	0 hours @ 150% or \$0.00
Shift/penalty 4	0 hours @ 200% or \$0.00	Shift/penalty 4	0 hours @ 200% or \$0.00
Overtime 1	0 hours @ 150% or \$0.00	Overtime 1	0 hours @ 150% or \$0.00
Overtime 2	0 hours @ 200% or \$0.00	Overtime 2	0 hours @ 200% or \$0.00
Total hours:	<input type="text"/>	Total hours:	<input type="text"/>
Wage per week:	<input type="text"/>	Wage per week:	<input type="text"/>
Wage per annum:	<input type="text"/>	Wage per annum:	<input type="text"/>
<b>Entitlements under the instrument</b>		<b>Entitlements under the agreement</b>	
Annual leave	0 weeks @ 0.00 hours/week	Annual leave	0 weeks @ 0.00 hours/week
Annual leave loading	0 weeks @ 0.0%	Annual leave loading	0 weeks @ 0.0%
Public hols worked	0 days @ 0.00 hrs @ 0%	Public hols worked	0 days @ 0.00 hrs @ 0%
Public hols - paid days off	0 days @ 0.00 hrs @ 100%	Public hols - paid days off	0 days @ 0.00 hrs @ 100%
Paid breaks	0 per week @ 0 mins/break	Paid breaks	0 per week @ 0 mins/break
Weekly allowances		Weekly allowances	
Weekly allowance 1	0 per week @ \$0.00	Weekly allowance 1	0 per week @ \$0.00
Weekly allowance 2	0 per week @ \$0.00	Weekly allowance 2	0 per week @ \$0.00
Weekly allowance 3	0 per week @ \$0.00	Weekly allowance 3	0 per week @ \$0.00
Weekly allowance 4	0 per week @ \$0.00	Weekly allowance 4	0 per week @ \$0.00
Total weekly allowances:	\$0.00	Total weekly allowances:	\$0.00
Annual allowances		Annual allowances	
Annual allowance 1	0 per year @ \$0.00	Annual allowance 1	0 per year @ \$0.00
Annual allowance 2	0 per year @ \$0.00	Annual allowance 2	0 per year @ \$0.00
Total annual allowances:	\$0.00	Total annual allowances:	\$0.00
Entitlements per annum:	<input type="text"/>	Entitlements per annum:	<input type="text"/>
Reference instrument annual entitlement:	<input type="text"/>	Agreement annual entitlement:	<input type="text"/>
<b>Compared general entitlement</b>		<b>Compared general entitlement</b>	
Superannuation	<input type="text"/>	Comparison	<input type="text"/>
Overall comparison compared general entitlements:	<input type="text"/>	Overall comparison compared general entitlements:	<input type="text"/>

**Contingent benefits**

Reference instrument		Agreement	
Personal leave	0 days @ 0.00 hours/day	Personal leave	0 days @ 0.00 hours/day
Weekly payments		Weekly payments	
Weekly payment 1	0 per week @ \$0.00	Weekly payment 1	0 per week @ \$0.00
Weekly payment 2	0 per week @ \$0.00	Weekly payment 2	0 per week @ \$0.00
Weekly payment 3	0 per week @ \$0.00	Weekly payment 3	0 per week @ \$0.00
Weekly payment 4	0 per week @ \$0.00	Weekly payment 4	0 per week @ \$0.00
Total weekly payments:	\$0.00	Total weekly payments:	\$0.00
Annual payments		Annual payments	
Annual payment 1	0 per year @ \$0.00	Annual payment 1	0 per year @ \$0.00
Annual payment 2	0 per year @ \$0.00	Annual payment 2	0 per year @ \$0.00
Total annual payments:	\$0.00	Total annual payments:	\$0.00
Annual contingent payments:	<input type="text"/>	Annual contingent payments:	<input type="text"/>
<b>Compared contingent benefit</b>		<b>Compared contingent benefit</b>	
Overall comparison compared contingent benefits:	<input type="text"/>	Overall comparison compared contingent benefits:	<input type="text"/>

Working pattern	Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday		Total	% of Total	Spread across week
	Start	Finish	Unpaid breaks	Start	Finish	Unpaid breaks	Start	Finish	Unpaid breaks	Start	Finish	Unpaid breaks	Start	Finish			
Ordinary hours															0.0	#DIV/0!	#DIV/0!
Sh f/Penalty 1															0.0	#DIV/0!	#DIV/0!
Sh f/Penalty 2															0.0	#DIV/0!	#DIV/0!
Sh f/Penalty 3															0.0	#DIV/0!	#DIV/0!
Sh f/Penalty 4															0.0	#DIV/0!	#DIV/0!
Overtime 1															0.0	#DIV/0!	#DIV/0!
Overtime 2															0.0	#DIV/0!	#DIV/0!
Hours per week	<input type="text"/>														0.0	#DIV/0!	#DIV/0!

Note: Time must be entered in 24 hour format using a colon to separate hours and minutes, eg 14:00. Breaks must be entered in whole minutes, eg 60

Documents Released by the Fair Work Ombudsman Under the Freedom of Information Act

Ref instrument classification Agreement classification Assessor's recommendation		<b>Summary</b> Reference Instrument: Guaranteed benefits \$0.00, Contingent benefits \$0.00 Agreement: #DIV/0! #DIV/0! \$0.00 #DIV/0! Comparison:	
<b>General entitlements</b>			
<b>Reference instrument</b>		<b>Agreement</b>	
Casualty: <input type="text"/> <input type="text"/> <input type="text"/> Ordinary hours with penalties: <input type="text"/> <input type="text"/> <input type="text"/> Overtime: <input type="text"/> <input type="text"/> <input type="text"/> Public holidays: <input type="text"/> <input type="text"/> <input type="text"/>		Casualty: <input type="text"/> <input type="text"/> <input type="text"/> Ordinary hours with penalties: <input type="text"/> <input type="text"/> <input type="text"/> Overtime: <input type="text"/> <input type="text"/> <input type="text"/> Public holidays: <input type="text"/> <input type="text"/> <input type="text"/>	
Rates and hours Reference instrument rate: \$0.00 per hour All purpose allowances: \$0.00 per week Number of hours rate is based on: 0 per week Casual loading: 0% Hourly rate: #DIV/0!		Rates and hours Agreement rate: \$0.00 per hour All purpose allowances: \$0.00 per week Number of hours rate is based on: 0 per week Casual loading: 0% Hourly rate: #DIV/0!	
<b>Working Pattern</b> Ordinary hours: 0 hours @ Normal \$0.00 #DIV/0! Total #DIV/0! Shift/penalty 1: 0 hours @ 115% or \$0.00 #DIV/0! #DIV/0! Shift/penalty 2: 0 hours @ 120% or \$0.00 #DIV/0! #DIV/0! Shift/penalty 3: 0 hours @ 150% or \$0.00 #DIV/0! #DIV/0! Shift/penalty 4: 0 hours @ 200% or \$0.00 #DIV/0! #DIV/0! Overtime 1: 0 hours @ 150% or \$0.00 #DIV/0! #DIV/0! Overtime 2: 0 hours @ 200% or \$0.00 #DIV/0! #DIV/0! Total hours: 0 Wage per week: #DIV/0! Wage per annum: #DIV/0!		<b>Working Pattern</b> Ordinary hours: 0 hours @ Normal \$0.00 #DIV/0! Total #DIV/0! Shift/penalty 1: 0 hours @ 115% or \$0.00 #DIV/0! #DIV/0! Shift/penalty 2: 0 hours @ 120% or \$0.00 #DIV/0! #DIV/0! Shift/penalty 3: 0 hours @ 150% or \$0.00 #DIV/0! #DIV/0! Shift/penalty 4: 0 hours @ 200% or \$0.00 #DIV/0! #DIV/0! Overtime 1: 0 hours @ 150% or \$0.00 #DIV/0! #DIV/0! Overtime 2: 0 hours @ 200% or \$0.00 #DIV/0! \$5.00 #DIV/0! Total hours: 0 Wage per week: #DIV/0! Wage per annum: #DIV/0!	
<b>Entitlements under the instrument</b> Annual leave: 0 weeks @ 0.00 hours/week \$0.00 Annual leave loading: 0 weeks @ 0.0% #DIV/0! Public hols worked: 0 days of 0.00 hrs @ 0% \$0.00 Public hols - paid days off: 0 days of 0.00 hrs @ 100% \$0.00 Paid breaks: 0 per week 0 mins/break 0 mins \$0.00 Weekly allowances: \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 Annual allowances: \$0.00 \$0.00 \$0.00 \$0.00 Entitlements per annum: #DIV/0!		<b>Entitlements under the agreement</b> Annual leave: 0 weeks @ 0.00 hours/week \$0.00 Annual leave loading: 0 weeks @ 0.0% #DIV/0! Public hols worked: 0 days of 0.00 hrs @ 0% #DIV/0! Public hols - paid days off: 0 days of 0.00 hrs @ 100% \$0.00 Paid breaks: 0 per week 0 mins/break 0 mins \$0.00 Weekly allowances: \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 Annual allowances: \$0.00 \$0.00 \$0.00 \$0.00 Entitlements per annum: #DIV/0!	
Reference instrument annual entitlement: #DIV/0!		Agreement annual entitlement: #DIV/0!	
<b>Compared general entitlement</b> Superannuation: Reference instrument % Agreement % Comparison: #DIV/0!		<b>Compared general entitlement</b> Overall comparison: compared general entitlements: #DIV/0!	
<b>Contingent benefits</b>			
Leave: Personal leave 0 days @ 0.00 hours/day 0.00 hrs \$0.00 Weekly payments: \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 Annual payments: \$0.00 \$0.00 \$0.00 \$0.00 Annual contingent payments: \$0.00		Leave: Personal leave 0 days @ 0.00 hours/day 0.00 hrs \$0.00 Weekly payments: \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 Annual payments: \$0.00 \$0.00 \$0.00 \$0.00 Annual contingent payments: \$0.00	
<b>Compared contingent benefit</b> Overall comparison: compared contingent benefits: #DIV/0!		<b>Compared contingent benefit</b> Overall comparison: compared contingent benefits: #DIV/0!	

Working pattern	Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday		Total	% of Total	Spread across week
	Start	Finish	Unpaid breaks	Start	Finish	Unpaid breaks	Start	Finish	Unpaid breaks	Start	Finish	Unpaid breaks	Start	Finish			
Ordinary hours															0.0	#DIV/0!	#DIV/0!
Sh f/Penalty 1															0.0	#DIV/0!	#DIV/0!
Sh f/Penalty 2															0.0	#DIV/0!	#DIV/0!
Sh f/Penalty 3															0.0	#DIV/0!	#DIV/0!
Sh f/Penalty 4															0.0	#DIV/0!	#DIV/0!
Overtime 1															0.0	#DIV/0!	#DIV/0!
Overtime 2															0.0	#DIV/0!	#DIV/0!
Hours per week	Note: Time must be entered in 24 hour format using a colon to separate hours and minutes, eg 14:00. Breaks must be entered in whole minutes, eg 60														0.0	#DIV/0!	#DIV/0!

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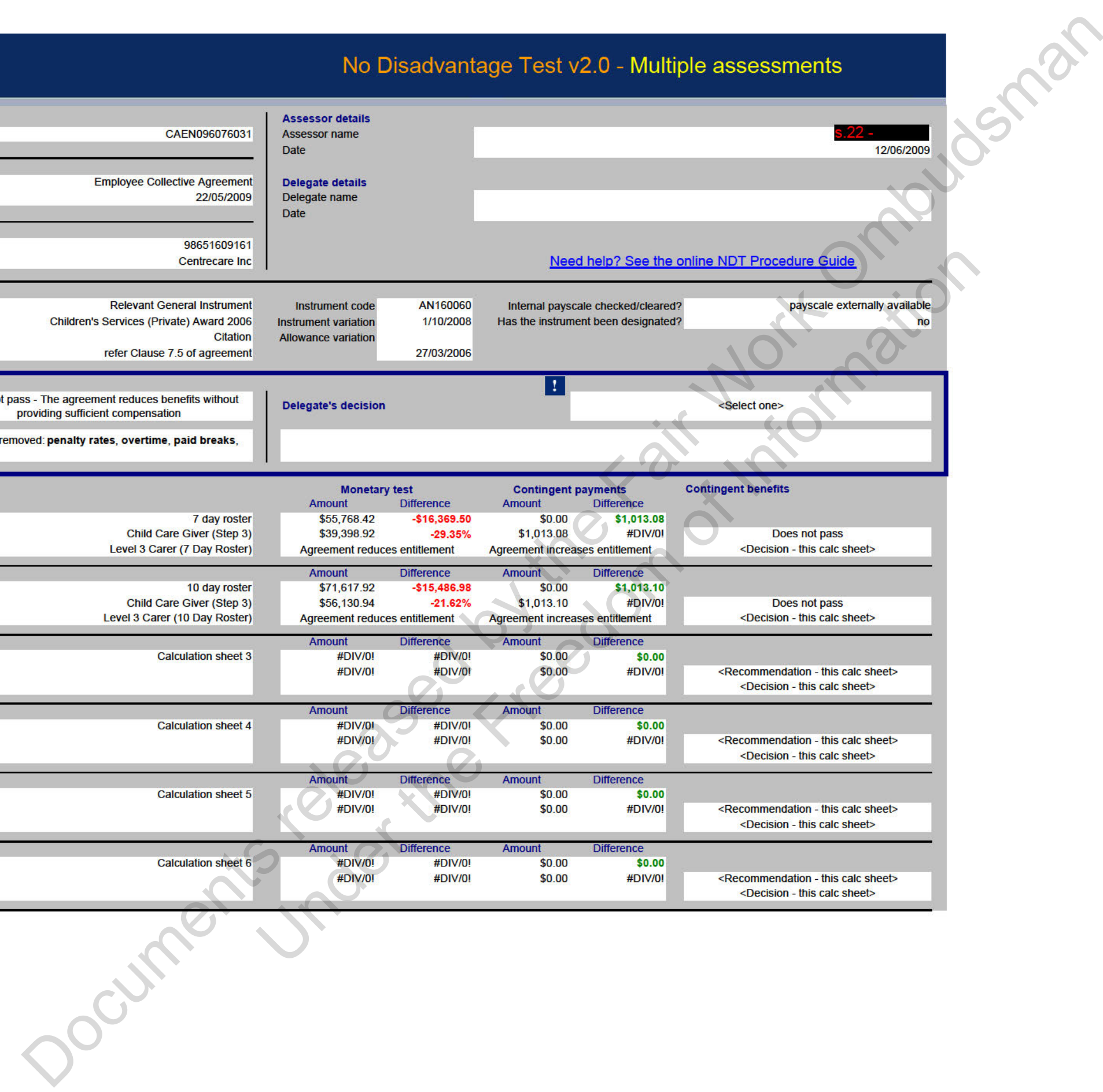
### No Disadvantage Test v2.0 - Multiple assessments

<b>Agreement details</b>		<b>Assessor details</b>	
Agreement Number	CAEN096076031	Assessor name	s.22 -
<b>Lodgement details</b>		Date	12/06/2009
Lodgement type	Employee Collective Agreement	<b>Delegate details</b>	
Lodgement date	22/05/2009	Delegate name	
<b>Employer details</b>		Date	
ABN	98651609161	<a href="#">Need help? See the online NDT Procedure Guide</a>	
Trading name	Centrecare Inc		
<b>Reference instrument(s)</b>			
Type of instrument	Relevant General Instrument	Instrument code	AN160060
Instrument title	Children's Services (Private) Award 2006	Instrument variation	1/10/2008
Why did you use this instrument?	Citation	Allowance variation	27/03/2006
Give details	refer Clause 7.5 of agreement	Internal payscale checked/cleared?	payscale externally available
		Has the instrument been designated?	no
<b>Outcome</b>		<b>Delegate's decision</b>	
<b>Assessor's recommendation</b>	Does not pass - The agreement reduces benefits without providing sufficient compensation	<Select one>	
The following entitlements have been reduced/removed: <b>penalty rates, overtime, paid breaks, allowances and redundancy</b>			

Classification information		Monetary test		Contingent payments		Contingent benefits
Sheet	Instrument classification	Amount	Difference	Amount	Difference	
7 day roster	Child Care Giver (Step 3)	\$55,768.42	-\$16,369.50	\$0.00	\$1,013.08	Does not pass
Level 3 Carer (7 Day Roster)		\$39,398.92	-29.35%	\$1,013.08	#DIV/0!	<Decision - this calc sheet>
Agreement classification		Agreement reduces entitlement		Agreement increases entitlement		
10 day roster	Child Care Giver (Step 3)	\$71,617.92	-\$15,486.98	\$0.00	\$1,013.10	Does not pass
Level 3 Carer (10 Day Roster)		\$56,130.94	-21.62%	\$1,013.10	#DIV/0!	<Decision - this calc sheet>
Agreement classification		Agreement reduces entitlement		Agreement increases entitlement		
Calculation sheet 3		#DIV/0!	#DIV/0!	\$0.00	\$0.00	<Recommendation - this calc sheet>
Agreement classification		#DIV/0!		#DIV/0!		<Decision - this calc sheet>
Calculation sheet 4		#DIV/0!	#DIV/0!	\$0.00	\$0.00	<Recommendation - this calc sheet>
Agreement classification		#DIV/0!		#DIV/0!		<Decision - this calc sheet>
Calculation sheet 5		#DIV/0!	#DIV/0!	\$0.00	\$0.00	<Recommendation - this calc sheet>
Agreement classification		#DIV/0!		#DIV/0!		<Decision - this calc sheet>
Calculation sheet 6		#DIV/0!	#DIV/0!	\$0.00	\$0.00	<Recommendation - this calc sheet>
Agreement classification		#DIV/0!		#DIV/0!		<Decision - this calc sheet>

entitlements listed in bold were tested and directly contribute to the agreement not passing the NDT

entitlements not listed in bold were not tested (except for telephone allowance from the agreement) and did not affect the overall result





!						
Reference instrument		Agreement		Comparison		
Exclusion/inclusion clauses	Condition	Clause	Condition	Clause	Notes/Methodology	Comparison
Details of exclusion clause	Nil		Nil		completed a wage matrix comparison between the agreement and the award - tested the classification with the lowest percentage difference between the agreement and the award for each roster	
Details of inclusion clause/ incorporated documents or instruments	Nil		Nil		this was the Level 3 carer classification	
<b>General entitlements</b>						
<b>Calculated general entitlements</b>						
<b>Wages</b>						
Rates (or see table below)	refer table below	award payscale	refer table below for hourly rates based on a 12 hr shift (annual salary rates provided in agreement)	7	Due to employees working 2 different rosters, prepared a shiftwork calculator for each roster to determine the average breakdown of weekly hours worked (this is attached in Infra)	<b>Agreement increases entitlement</b>
Level 1 Carer (10 day roster) Level 2 Carer (10 day roster)			\$51,152 \$51,901		<b>7 day roster:</b>	
Level 3 Carer (10 day roster)			\$52,681		tested 19 hr normal time at 100% on both sides of the calculator, 4.5 hrs O/T at 150%, 18.5 hrs O/T at 200% on the reference instrument side and 23 hrs O/T at 100% on the forward with fairness agreement side of the calculator	
Level 1 Carer (7 day roster) Level 2 Carer (7 day roster)			\$35,806 \$36,330		<b>10 day roster:</b>	
Level 3 Carer (7 day roster)			\$36,876		tested 35.5 hrs normal time at 100% on both sides of the calculator, 6 hrs O/T at 150%, 18.5 hrs O/T at 200% and 24 hrs O/T at 100% on the forward with fairness agreement side of the calculator	
Juniors Apprentices Trainees	not applicable not applicable not applicable		not applicable not applicable not applicable			Not applicable Not applicable Not applicable
<b>Ordinary hours</b>						
Ordinary hours	38 hrs/week	8.1	silent (not mentioned)		Standard applies: 38 hrs/week	<b>Agreement has same entitlement</b>
Span of hours	7am to 6pm Monday to Friday (award does not specify the maximum number of hrs per shift)	8.2	silent (not mentioned)		due to nature of care work, assumed employees can work any day of the week Monday to Sunday	<b>Agreement reduces entitlement</b>
<b>Casuals</b>						
Casual loading	20%	18.1	20%	7.4	not tested because no reduction in entitlement	<b>Agreement has same entitlement</b>
Method of calculating penalty rates	(Base Rate +Casual Loading) x Penalty	18.1	(Base Rate +Casual Loading) x Penalty	7.4		<b>Agreement has same entitlement</b>
<b>Penalty rates</b>						
Saturday	overtime rates apply (150% first 2 hrs, 200% thereafter)	9.2	silent (not mentioned)		did not test weekend penalty rates because any weekend work is considered overtime under the award	<b>Agreement reduces entitlement</b>
Sunday	overtime rates apply (200%)	9.2	silent (not mentioned)			<b>Agreement reduces entitlement</b>

Public Holiday	250%	14	not applicable (employees are provided with extra annual leave in lieu of public holiday loading)	11.1	based on nature of business and information provided by the employer, tested 11 PH worked at 250% on the Reference Instrument side and 100% on the Forward with Fairness Agreement side of the calculator because employees are required to work all public holidays	Agreement reduces entitlement
<b>Overtime</b>					refer comments in cells G15 and G19	
First 2 hours	150%	9.1	silent (not mentioned)			Agreement reduces entitlement
Thereafter	200%	9.1	silent (not mentioned)			Agreement reduces entitlement
Saturday	200%	9.2	silent (not mentioned)			Agreement reduces entitlement
Sunday	200%	9.2	silent (not mentioned)			Agreement reduces entitlement
Public holiday	250%	14	not applicable (employees are provided with extra annual leave in lieu of public holiday loading)	11.1		Agreement reduces entitlement
<b>Shiftwork</b>						
Shift work loading	silent (not mentioned)		silent (not mentioned)		not tested because this entitlement is not payable under either the agreement or the award	Not applicable
<b>Leave</b>						
Annual leave loading	17.50%	13.2	17.50%	11.1	employer advised in additional written information that employees work 12 hr day shifts so have not read in the extra week annual leave for continuous shiftwork	Agreement has same entitlement
Annual leave entitlement	4 weeks/yr	13.1	4 weeks/yr + an additional 2 weeks paid leave/yr in lieu of public holiday loading, then an additional 5 days paid leave to be taken at a time agreed to between the employer and the employee	11.1	tested an additional 2 weeks paid annual leave and an additional 5 days personal leave per year on the Forward with Fairness Agreement side of the calculator because employees are given these entitlements in the agreement rather than public holiday loading	Agreement increases entitlement
<b>Public holidays</b>						
# of days declared	11 PH/yr	14	silent (as gazetted by the state/territory employees works in: 11 days/yr for WA)			Agreement has same entitlement
P/H substitutions	yes	14	no			Agreement reduces entitlement
<b>Rest breaks</b>						
Paid breaks	one 10 min paid break/shift	10.3	none provided for because the employee is required to be on duty for all time as necessary to oversee the care of children, but is free from duty all other times	6	tested 3.5 paid 10 min breaks on reference instrument side only for employees on the 7 day roster and 5 paid 10 min breaks on reference instrument side for employees on the 10 day roster	Agreement reduces entitlement
Unpaid breaks	one 30-60 min unpaid meal break/shift	10.2	none provided for because the employee is required to be on duty for all time as necessary to oversee the care of children, but is free from duty all other times	6		Agreement reduces entitlement
<b>Allowances</b>						
Overtime meal allowance	\$8.45/meal for working 2 hrs after their normal finishing time without being supplied with a meal or being notified in advance by the employer	10	silent (not mentioned)		not tested because employees work set shifts so are not entitled to this allowance under the award	Agreement reduces entitlement



Location allowance	between \$5.20/week and \$45.60/week depending on remote area location	12	silent (not mentioned)		not tested because employees work in Perth so are not entitled to the location allowance under the award	Agreement reduces entitlement
Telephone allowance	silent (not mentioned)		\$30/month	10	tested on Forward with Fairness Agreement side of calculator only as an annual allowance (12 times per year)	Agreement increases entitlement
<b>Compared general entitlements</b>						
Superannuation	9%	21	as per relevant legislation (min 9% legal guaranteed entitlement)	21		Agreement has same entitlement
<b>Contingent benefits</b>						
<b>Calculated contingent benefits</b>						
Incentive-based payments	silent (not mentioned)		silent (not mentioned)		did not test incentive based payments or bonuses because they don't apply to this assessment	Not applicable
Bonuses	silent (not mentioned)		silent (not mentioned)			Not applicable
<b>Leave</b>						
Personal leave entitlement	10 days/yr	11	10 days/yr	13	employer advised the additional 5 days leave does not attract annual leave loading so has been treated as personal leave	Agreement has same entitlement
<b>Compared contingent benefits</b>						
Parental leave	52 weeks unpaid leave after 12 months continuous service	19	52 weeks parental leave after 12 months continuous service (includes 12 weeks paid maternity leave and 1 week paid paternity leave)	16.12		Agreement increases entitlement
Bereavement leave	2 days paid leave/occasion	20	2 days paid leave/occasion	18		Agreement has same entitlement
Termination of Employment	2 weeks notice	7	min 4 weeks notice, plus an additional week notice for employees > 45 yrs of age with > 2 yrs continuous service	20		Agreement increases entitlement
Redundancy	0-1 yr (nil), 1-2 yrs (4 weeks), 2-3 yrs (6 weeks), 3-4 yrs (7 weeks), 4+ yrs (8 weeks)	27.3	silent (not mentioned)		WA IR Commission ruling provides for 2 weeks pay per completed yr of service for employees covered by WA NAPSAs	Agreement reduces entitlement
Long service leave	as per the WA LSL Act 1958 (8.67 weeks paid leave after 10 yrs continuous service)	15	13 weeks paid leave after 10 yrs continuous service	17		Agreement increases entitlement
Accident/makeup pay	silent (not mentioned)		silent (not mentioned)			Not applicable
Jury Service	silent (not mentioned)		silent (not mentioned)			Not applicable
Study Leave	silent (not mentioned)		5 hrs/week paid leave for upgrading qualifications that are relevant to the employer's field of work	19		Agreement increases entitlement
<b>Working pattern</b>						
Method of determining the working pattern	Roster	all PH worked	10 days on, 4 days off roster	no breaks specified in agreement	tested because lowest percentage difference between agreement and award (for 7 day roster)	
		all PH worked	7 days on, 7 days off roster	no breaks specified in agreement	tested because lowest percentage difference between agreement and award (for 10 day roster)	
<b>Classifications</b>						

Use this table as required when assessing multiple classifications.

Instrument Classification	Rate (\$/hr as at 1/10/2008)	Agreement Classification	Rate (\$/hr as at 22/5/2009)	Agreement % difference
Child Care Giver Step 1	\$15.34	Level 1 Carer (7 day roster)	\$18.06	17.73%
Child Care Giver Step 2	\$15.59	Level 2 Carer (7 day roster)	\$18.32	17.51%
Child Care Giver Step 3	\$15.84	Level 3 Carer (7 day roster)	\$18.60	17.42%
Child Care Giver Step 1	\$15.34	Level 1 Carer (10 day roster)	\$25.80	68.19%
Child Care Giver Step 2	\$15.59	Level 2 Carer (10 day roster)	\$26.18	67.93%
Child Care Giver Step 3	\$15.84	Level 3 Carer (10 day roster)	\$26.56	67.68%

#### Additional methodology

Incorporate as much methodology as possible into the table above.

The Children's Services (Private) Award 2006 was used as a reference instrument for the NDT assessment because it was cited in clause 7.5 of the agreement as a relevant award

This award applies to employees engaged in private nurseries, private child care or private day care facilities that provide care for children without receiving any government funding (refer Clause 4)

Because the agreement was lodged on 22/5/2009, the 2008 AFPC increase was applied to the award wage rates using an approved external payscale

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Ref Instrument classification Child Care Giver (Step 3)	Summary Reference Instrument \$55,768.42	Guaranteed benefits \$16,363.90	Contingent benefits \$0.00	\$1,013.08
Agreement classification Level 3 Carer (7 Day Roster)	Agreement \$39,398.92	29.4%	\$1,013.08	#DIV/0!
Assessor's recommendation Recommend all classifications under the 7 day roster not pass the NDT due to reduction/removal of penalty rates, overtime, paid breaks, allowances and redundancy	Comparison Agreement reduce entitlement	Agreement increase entitlement		

General entitlements	
Reference instrument	Agreement
Casuals Ordinary hours with penalties Overtime Public holidays	Casuals Ordinary hours with penalties Overtime Public holidays
Rates and hours Reference instrument rate All purpose allowances Number of hours rate is based on Casual loading	Rates and hours Agreement rate All purpose allowances Number of hours rate is based on Casual loading
Working Pattern Ordinary hours Shift/penalty 1 Shift/penalty 2 Shift/penalty 3 Shift/penalty 4 Overtime First 2 hrs Mon-Sat Sub hrs Mon-Sat Sunday (all hrs)	Working Pattern Ordinary hours Shift/penalty 1 Shift/penalty 2 Shift/penalty 3 Shift/penalty 4 Overtime First 2 hrs Mon-Sat Sub hrs Mon-Sat Sunday (all hrs)
Entitlements under the instrument Annual leave Annual leave loading Public hols worked Public hols - paid days off Paid breaks Weekly allowances Annual allowances	Entitlements under the agreement Annual leave Annual leave loading Public hols worked Public hols - paid days off Paid breaks Weekly allowances Annual allowances
Reference instrument annual entitlement \$55,768.42	Agreement annual entitlement \$39,398.92

Compared general entitlement	Reference Instrument	Agreement	Comparison
Superannuation	9%	9%	Agreement has same entitlement
Overall comparison compared general entitlements Agreement reduce entitlement			

Contingent benefits	
Leave Personal leave Weekly payments Annual payments	Leave Personal leave Weekly payments Annual payments
Annual contingent payments \$0.00	Annual contingent payments \$1,013.08

Compared contingent benefit	Reference Instrument	Agreement	Comparison
Parental Leave			Agreement increases entitlement
Bereavement Leave			Agreement has same entitlement
Termination of Employment			Agreement increases entitlement
Redundancy			Agreement reduces entitlement
Long Service Leave			Agreement has same entitlement
Study Leave			Agreement increases entitlement
Overall comparison compared contingent benefits Agreement increases entitlement			

Working pattern	Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday		Total	% of Total	Spread across week
	Start	Finish	Unpaid breaks	Start	Finish	Unpaid breaks	Start	Finish	Unpaid breaks	Start	Finish	Unpaid breaks	Start	Finish			
Ordinary hours															0.0	#DIV/0!	#DIV/0!
Sh 1/Penalty 1															0.0	#DIV/0!	#DIV/0!
Sh 2/Penalty 2															0.0	#DIV/0!	#DIV/0!
Sh 3/Penalty 3															0.0	#DIV/0!	#DIV/0!
Sh 4/Penalty 4															0.0	#DIV/0!	#DIV/0!
Overtime 1															0.0	#DIV/0!	#DIV/0!
Overtime 2															0.0	#DIV/0!	#DIV/0!
Hours per week	Note: Time must be entered in 24 hour format using a colon to separate hours and minutes, eg 14:00. Breaks must be entered in whole minutes, eg 60														0.0	#DIV/0!	#DIV/0!

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Ref Instrument classification: Child Care Giver (Step 3) Agreement classification: Level 3 Carer (10 Day Roster) Assessor's recommendation: Recommend all classifications under the 10 day roster not pass the NDT due to reduction/removal of penalty rates, overtime, public holidays, allowances and redundancy		<b>Summary</b> Reference Instrument: \$71,617.92 Agreement: \$56,130.94 Comparison: Agreement reduce entitlement		<b>Guaranteed benefits</b> Reference Instrument: \$15,486.98 Agreement: \$15,486.98 Comparison: Agreement increase entitlement		<b>Contingent benefits</b> Reference Instrument: \$0.00 Agreement: \$1,013.10 Comparison: Agreement increase entitlement	
<b>General entitlements</b>							
<b>Reference instrument</b>				<b>Agreement</b>			
Casuals: Ordinary hours with penalties, Overtime, Public holidays				Casuals: Ordinary hours with penalties, Overtime, Public holidays			
Reference instrument rate: \$15.84 per hour All purpose allowances: \$0.00 per week Number of hours rate is based on: 35 per week Casual loading: 0%				Agreement rate: \$52,681.00 per year All purpose allowances: \$0.00 per week Number of hours rate is based on: 60 per week Casual loading: 0%			
<b>Working Pattern</b> Ordinary hours: 35.5 hours @ Normal \$15.84 Shift/penalty 1: 0 hours @ 115% or \$0.00 Shift/penalty 2: 0 hours @ 120% or \$0.00 Shift/penalty 3: 0 hours @ 150% or \$0.00 Shift/penalty 4: 0 hours @ 200% or \$0.00 Overtime: First 2 hrs Mon-Sat 6 hours @ 150% or \$0.00, Sub hrs Mon-Sat 12.5 hours @ 200% or \$0.00, Sunday (all hrs) 6 hours @ 200% or \$0.00 Total hours: 60, Wage per week: \$1,290.96, Wage per annum: \$67,129.92				<b>Working Pattern</b> Ordinary hours: 35.5 hours @ Normal \$16.88 Shift/penalty 1: 0 hours @ 115% or \$0.00 Shift/penalty 2: 0 hours @ 120% or \$0.00 Shift/penalty 3: 0 hours @ 150% or \$0.00 Shift/penalty 4: 0 hours @ 200% or \$0.00 Overtime: First 2 hrs Mon-Sat 6 hours @ 100% or \$0.00, Sub hrs Mon-Sat 12.5 hours @ 100% or \$0.00, Sunday (all hrs) 6 hours @ 100% or \$0.00 Total hours: 60, Wage per week: \$1,013.10, Wage per annum: \$52,681.00			
<b>Entitlements under the instrument</b> Annual leave: 4 weeks @ 60.00 hours/week = 240.00 hrs Annual leave loading: 4 weeks @ 17.5% = \$665.28 Public hols worked: 11 days of 12.00 hrs @ 250% = \$3,136.32 Public hols - paid days off: 0 days of 0.00 hrs @ 100% = 0.00 hrs Paid breaks: 5 per week @ 10 mins/break = 50 mins Weekly allowances: 0 per week @ \$0.00 Annual allowances: 0 per year @ \$0.00 Total annual entitlements: \$4,438.00				<b>Entitlements under the agreement</b> Annual leave: 6 weeks @ 60.00 hours/week = 360.00 hrs Annual leave loading: 6 weeks @ 17.5% = \$2,026.19 Public hols worked: 11 days of 12.00 hrs @ 100% = \$0.00 Public hols - paid days off: 0 days of 0.00 hrs @ 100% = 0.00 hrs Paid breaks: 0 per week @ 0 mins/break = 0 mins Weekly allowances: 0 per week @ \$0.00 Annual allowances: 12 per year @ \$30.00 = \$360.00 Total annual entitlements: \$3,448.94			
Reference instrument annual entitlement: \$71,617.92				Agreement annual entitlement: \$56,130.94			
Compared general entitlement		Reference Instrument		Agreement		Comparison	
Superannuation		9%		9%		Agreement has same entitlement	
<b>Contingent benefits</b>							
Leave: Personal leave 10 days @ 12.00 hours/day = 120.00 hrs Weekly payments: 0 per week @ \$0.00 Annual payments: 0 per year @ \$0.00 Annual contingent payments: \$0.00				Leave: Personal leave 15 days @ 12.00 hours/day = 180.00 hrs Weekly payments: 0 per week @ \$0.00 Annual payments: 0 per year @ \$0.00 Annual contingent payments: \$1,013.10			
Compared contingent benefit		Reference Instrument		Agreement		Comparison	
Parental Leave						Agreement increases entitlement	
Bereavement Leave						Agreement has same entitlement	
Termination of Employment						Agreement increases entitlement	
Redundancy						Agreement reduces entitlement	
Long Service Leave						Agreement has same entitlement	
Study Leave						Agreement increases entitlement	

Working pattern	Monday			Tuesday			Wednesday			Thursday			Friday			Saturday			Sunday			Total	% of Total	Spread across week
	Start	Finish	Unpaid breaks	Start	Finish	Unpaid breaks	Start	Finish	Unpaid breaks	Start	Finish	Unpaid breaks	Start	Finish	Unpaid breaks	Start	Finish	Unpaid breaks	Start	Finish	Unpaid breaks			
Ordinary hours																						0.0	#DIV/0!	#DIV/0!
Sh f/Penalty 1																						0.0	#DIV/0!	#DIV/0!
Sh f/Penalty 2																						0.0	#DIV/0!	#DIV/0!
Sh f/Penalty 3																						0.0	#DIV/0!	#DIV/0!
Sh f/Penalty 4																						0.0	#DIV/0!	#DIV/0!
Overtime 1																						0.0	#DIV/0!	#DIV/0!
Overtime 2																						0.0	#DIV/0!	#DIV/0!
Hours per week	Note: Time must be entered in 24 hour format using a colon to separate hours and minutes, eg 14:00. Breaks must be entered in whole minutes, eg 6C																					0.0	#DIV/0!	#DIV/0!

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Ref instrument classification		Summary	Guaranteed benefits	Contingent benefits
Agreement classification		Reference instrument	#DIV/0! #DIV/0! \$0.00 \$0.00	
Assessor's recommendation		Agreement	#DIV/0! #DIV/0! \$0.00 #DIV/0!	
		Comparison		

General entitlements			
Reference instrument	Agreement		
Casuals Ordinary hours with penalties Overtime Public holidays	Casuals Ordinary hours with penalties Overtime Public holidays		
Rates and hours Reference instrument rate All purpose allowances Number of hours rate is based on Casual loading	Rates and hours Agreement rate All purpose allowances Number of hours rate is based on Casual loading		
Working Pattern Ordinary hours Shift penalty 1 Shift penalty 2 Shift penalty 3 Shift penalty 4 Overtime Overtime 1 Overtime 2 Total hours Wage per week Wage per annum	Working Pattern Ordinary hours Shift penalty 1 Shift penalty 2 Shift penalty 3 Shift penalty 4 Overtime Overtime 1 Overtime 2 Total hours Wage per week Wage per annum		
Entitlements under the instrument Annual leave Annual leave loading Public hols worked Public hols - paid days off Paid breaks Weekly allowances Annual allowances	Entitlements under the agreement Annual leave Annual leave loading Public hols worked Public hols - paid days off Paid breaks Weekly allowances Annual allowances		
Reference instrument annual entitlement	Agreement annual entitlement		
Compared general entitlement	Reference instrument	Agreement	Comparison
Superannuation	%	%	<Select one> <Select one> <Select one> <Select one>

Contingent benefits			
Leave Personal leave Weekly payments Annual payments	Leave Personal leave Weekly payments Annual payments		
Annual contingent payments: \$0.00	Annual contingent payments: \$0.00		
Compared contingent benefit	Reference instrument	Agreement	Comparison
			<Select one> <Select one> <Select one> <Select one>

Working pattern	Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday		Total	% of Total	Spread across week
	Start	Finish	Unpaid breaks	Start	Finish	Unpaid breaks	Start	Finish	Unpaid breaks	Start	Finish	Unpaid breaks	Start	Finish			
Ordinary hours															0.0	#DIV/0!	#DIV/0!
Sh f/Penalty 1															0.0	#DIV/0!	#DIV/0!
Sh f/Penalty 2															0.0	#DIV/0!	#DIV/0!
Sh f/Penalty 3															0.0	#DIV/0!	#DIV/0!
Sh f/Penalty 4															0.0	#DIV/0!	#DIV/0!
Overtime 1															0.0	#DIV/0!	#DIV/0!
Overtime 2															0.0	#DIV/0!	#DIV/0!
Hours per week	Note: Time must be entered in 24 hour format using a colon to separate hours and minutes, eg 14:00. Breaks must be entered in whole minutes, eg 60														0.0	#DIV/0!	#DIV/0!

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Ref instrument classification Agreement classification Assessor's recommendation		Summary Reference Instrument: Guaranteed benefits \$0.00, Contingent benefits \$0.00 Agreement: #DIV/0! #DIV/0! \$0.00 #DIV/0! Comparison:	
<b>General entitlements</b>			
<b>Reference instrument</b> Casualty: <input type="text"/> <input type="text"/> <input type="text"/> Ordinary hours with penalties: <input type="text"/> <input type="text"/> Overtime: <input type="text"/> <input type="text"/> Public holidays: <input type="text"/> <input type="text"/>		<b>Agreement</b> Casualty: <input type="text"/> <input type="text"/> <input type="text"/> Ordinary hours with penalties: <input type="text"/> <input type="text"/> Overtime: <input type="text"/> <input type="text"/> Public holidays: <input type="text"/> <input type="text"/>	
Rates and hours Reference instrument rate: \$0.00 per hour All purpose allowances: \$0.00 per week Number of hours rate is based on: 0 per week Casual loading: 0% Hourly rate: #DIV/0!		Rates and hours Agreement rate: \$0.00 per hour All purpose allowances: \$0.00 per week Number of hours rate is based on: 0 per week Casual loading: 0% Hourly rate: #DIV/0!	
<b>Working Pattern</b> Ordinary hours: 0 hours @ Normal \$0.00 #DIV/0! Total #DIV/0! Shift/penalty 1: 0 hours @ 115% or \$0.00 #DIV/0! #DIV/0! Shift/penalty 2: 0 hours @ 120% or \$0.00 #DIV/0! #DIV/0! Shift/penalty 3: 0 hours @ 150% or \$0.00 #DIV/0! #DIV/0! Shift/penalty 4: 0 hours @ 200% or \$0.00 #DIV/0! #DIV/0! Overtime: 0 hours @ 150% or \$0.00 #DIV/0! #DIV/0! Overtime 2: 0 hours @ 200% or \$0.00 #DIV/0! #DIV/0! Total hours: 0 Wage per week: #DIV/0! Wage per annum: #DIV/0!		<b>Working Pattern</b> Ordinary hours: 0 hours @ Normal \$0.00 #DIV/0! Total #DIV/0! Shift/penalty 1: 0 hours @ 115% or \$0.00 #DIV/0! #DIV/0! Shift/penalty 2: 0 hours @ 120% or \$0.00 #DIV/0! #DIV/0! Shift/penalty 3: 0 hours @ 150% or \$0.00 #DIV/0! #DIV/0! Shift/penalty 4: 0 hours @ 200% or \$0.00 #DIV/0! #DIV/0! Overtime: 0 hours @ 150% or \$0.00 #DIV/0! #DIV/0! Overtime 2: 0 hours @ 200% or \$0.00 #DIV/0! #DIV/0! Total hours: 0 Wage per week: #DIV/0! Wage per annum: #DIV/0!	
<b>Entitlements under the instrument</b> Annual leave: 0 weeks @ 0.00 hours/week \$0.00 Annual leave loading: 0 weeks @ 0.0% #DIV/0! Public hols worked: 0 days of 0.00 hrs @ 0% \$0.00 Public hols - paid days off: 0 days of 0.00 hrs @ 100% \$0.00 Paid breaks: 0 per week 0 mins/break 0 mins \$0.00 Weekly allowances: \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 Annual allowances: \$0.00 \$0.00 \$0.00 \$0.00 Entitlements per annum: #DIV/0!		<b>Entitlements under the agreement</b> Annual leave: 0 weeks @ 0.00 hours/week \$0.00 Annual leave loading: 0 weeks @ 0.0% #DIV/0! Public hols worked: 0 days of 0.00 hrs @ 0% \$0.00 Public hols - paid days off: 0 days of 0.00 hrs @ 100% \$0.00 Paid breaks: 0 per week 0 mins/break 0 mins \$0.00 Weekly allowances: \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 Annual allowances: \$0.00 \$0.00 \$0.00 \$0.00 Entitlements per annum: #DIV/0!	
Reference instrument annual entitlement: #DIV/0!		Agreement annual entitlement: #DIV/0!	
<b>Compared general entitlement</b> Superannuation: % Overall comparison: compared general entitlements		<b>Compared general entitlement</b> Superannuation: % Overall comparison: compared general entitlements	
<b>Contingent benefits</b>			
Leave: 0 days @ 0.00 hours/day 0.00 hrs \$0.00 Weekly payments: \$0.00 \$0.00 \$0.00 \$0.00 Annual payments: \$0.00 \$0.00 \$0.00 \$0.00 Annual contingent payments: \$0.00		Leave: 0 days @ 0.00 hours/day 0.00 hrs \$0.00 Weekly payments: \$0.00 \$0.00 \$0.00 \$0.00 Annual payments: \$0.00 \$0.00 \$0.00 \$0.00 Annual contingent payments: \$0.00	
<b>Compared contingent benefit</b> Overall comparison: compared contingent benefits		<b>Compared contingent benefit</b> Overall comparison: compared contingent benefits	

Working pattern	Monday			Tuesday			Wednesday			Thursday			Friday			Saturday			Sunday			Total	% of Total	Spread across week
	Start	Finish	Unpaid breaks	Start	Finish	Unpaid breaks	Start	Finish	Unpaid breaks	Start	Finish	Unpaid breaks	Start	Finish	Unpaid breaks	Start	Finish	Unpaid breaks	Start	Finish	Unpaid breaks			
Ordinary hours																						0.0	#DIV/0!	#DIV/0!
Sh f/Penalty 1																						0.0	#DIV/0!	#DIV/0!
Sh f/Penalty 2																						0.0	#DIV/0!	#DIV/0!
Sh f/Penalty 3																						0.0	#DIV/0!	#DIV/0!
Sh f/Penalty 4																						0.0	#DIV/0!	#DIV/0!
Overtime 1																						0.0	#DIV/0!	#DIV/0!
Overtime 2																						0.0	#DIV/0!	#DIV/0!
Hours per week																						0.0	#DIV/0!	#DIV/0!

Note: Time must be entered in 24 hour format using a colon to separate hours and minutes, eg 14:00. Breaks must be entered in whole minutes, eg 60

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Ref instrument classification Agreement classification Assessor's recommendation		<b>Summary</b> Reference Instrument: <input type="text"/> Guaranteed benefits: <input type="text"/> Contingent benefits: <input type="text"/> Agreement: <input type="text"/> Reference Instrument: <input type="text"/> \$0.00 <input type="text"/> \$0.00 Comparison: <input type="text"/> Agreement: <input type="text"/> \$0.00 <input type="text"/> #DIV/0!	
<b>General entitlements</b>			
<b>Reference instrument</b>		<b>Agreement</b>	
Casualty: <input type="text"/> Ordinary hours with penalties: <input type="text"/> Overtime: <input type="text"/> Public holidays: <input type="text"/>		Casualty: <input type="text"/> Ordinary hours with penalties: <input type="text"/> Overtime: <input type="text"/> Public holidays: <input type="text"/>	
Rates and hours Reference instrument rate: <input type="text"/> per hour All purpose allowances: <input type="text"/> per week Number of hours rate is based on: <input type="text"/> per week Casual loading: <input type="text"/> Hourly rate: <input type="text"/>		Rates and hours Agreement rate: <input type="text"/> per hour All purpose allowances: <input type="text"/> per week Number of hours rate is based on: <input type="text"/> per week Casual loading: <input type="text"/> Hourly rate: <input type="text"/>	
<b>Working Pattern</b> Ordinary hours: 0 hours @ Normal Shift penalty 1: 0 hours @ 115% or \$0.00 Shift penalty 2: 0 hours @ 120% or \$0.00 Shift penalty 3: 0 hours @ 150% or \$0.00 Shift penalty 4: 0 hours @ 200% or \$0.00 Overtime 1: 0 hours @ 150% or \$0.00 Overtime 2: 0 hours @ 200% or \$0.00 Total hours: <input type="text"/> Wage per week: <input type="text"/> Wage per annum: <input type="text"/>		<b>Working Pattern</b> Ordinary hours: 0 hours @ Normal Shift penalty 1: 0 hours @ 115% or \$0.00 Shift penalty 2: 0 hours @ 120% or \$0.00 Shift penalty 3: 0 hours @ 150% or \$0.00 Shift penalty 4: 0 hours @ 200% or \$0.00 Overtime 1: 0 hours @ 150% or \$0.00 Overtime 2: 0 hours @ 200% or \$0.00 Total hours: <input type="text"/> Wage per week: <input type="text"/> Wage per annum: <input type="text"/>	
<b>Entitlements under the instrument</b> Annual leave: 0 weeks @ 0.00 hours/week Annual leave loading: 0 weeks @ 0.0% Public hols worked: 0 days of 0.00 hrs @ 0% Public hols - paid days off: 0 days of 0.00 hrs @ 100% Paid breaks: 0 per week @ 0 mins/break Weekly allowances: Weekly allowance 1: 0 per week @ \$0.00 Weekly allowance 2: 0 per week @ \$0.00 Weekly allowance 3: 0 per week @ \$0.00 Weekly allowance 4: 0 per week @ \$0.00 Annual allowances: Annual allowance 1: 0 per year @ \$0.00 Annual allowance 2: 0 per year @ \$0.00 Total annual allowances: \$0.00 Entitlements per annum: <input type="text"/>		<b>Entitlements under the agreement</b> Annual leave: 0 weeks @ 0.00 hours/week Annual leave loading: 0 weeks @ 0.0% Public hols worked: 0 days of 0.00 hrs @ 0% Public hols - paid days off: 0 days of 0.00 hrs @ 100% Paid breaks: 0 per week @ 0 mins/break Weekly allowances: Weekly allowance 1: 0 per week @ \$0.00 Weekly allowance 2: 0 per week @ \$0.00 Weekly allowance 3: 0 per week @ \$0.00 Weekly allowance 4: 0 per week @ \$0.00 Annual allowances: Annual allowance 1: 0 per year @ \$0.00 Annual allowance 2: 0 per year @ \$0.00 Total annual allowances: \$0.00 Entitlements per annum: <input type="text"/>	
Reference instrument annual entitlement: <input type="text"/>		Agreement annual entitlement: <input type="text"/>	
<b>Compared general entitlement</b> Superannuation: <input type="text"/> Reference Instrument: <input type="text"/> Agreement: <input type="text"/> Comparison: <input type="text"/>		<b>Compared general entitlement</b> Superannuation: <input type="text"/> Reference Instrument: <input type="text"/> Agreement: <input type="text"/> Comparison: <input type="text"/>	
<b>Contingent benefits</b>			
Leave: Personal leave: 0 days @ 0.00 hours/day @ 0.00 hrs @ \$0.00 Weekly payments: Weekly payment 1: 0 per week @ \$0.00 Weekly payment 2: 0 per week @ \$0.00 Weekly payment 3: 0 per week @ \$0.00 Weekly payment 4: 0 per week @ \$0.00 Total weekly payments: \$0.00 Annual payments: Annual payment 1: 0 per year @ \$0.00 Annual payment 2: 0 per year @ \$0.00 Total annual payments: \$0.00 Annual contingent payments: <input type="text"/>		Leave: Personal leave: 0 days @ 0.00 hours/day @ 0.00 hrs @ \$0.00 Weekly payments: Weekly payment 1: 0 per week @ \$0.00 Weekly payment 2: 0 per week @ \$0.00 Weekly payment 3: 0 per week @ \$0.00 Weekly payment 4: 0 per week @ \$0.00 Total weekly payments: \$0.00 Annual payments: Annual payment 1: 0 per year @ \$0.00 Annual payment 2: 0 per year @ \$0.00 Total annual payments: \$0.00 Annual contingent payments: <input type="text"/>	
<b>Compared contingent benefit</b> Reference Instrument: <input type="text"/> Agreement: <input type="text"/> Comparison: <input type="text"/>		<b>Compared contingent benefit</b> Reference Instrument: <input type="text"/> Agreement: <input type="text"/> Comparison: <input type="text"/>	

Working pattern	Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday		Total	% of Total	Spread across week
	Start	Finish	Unpaid breaks	Start	Finish	Unpaid breaks	Start	Finish	Unpaid breaks	Start	Finish	Unpaid breaks	Start	Finish			
Ordinary hours															0.0	#DIV/0!	#DIV/0!
Sh f/Penalty 1															0.0	#DIV/0!	#DIV/0!
Sh f/Penalty 2															0.0	#DIV/0!	#DIV/0!
Sh f/Penalty 3															0.0	#DIV/0!	#DIV/0!
Sh f/Penalty 4															0.0	#DIV/0!	#DIV/0!
Overtime 1															0.0	#DIV/0!	#DIV/0!
Overtime 2															0.0	#DIV/0!	#DIV/0!
Hours per week	Note: Time must be entered in 24 hour format using a colon to separate hours and minutes, eg 14:00. Breaks must be entered in whole minutes, eg 60														0.0	#DIV/0!	#DIV/0!

Documents released by the Fair Work Ombudsman Under the Freedom of Information Act



Ref instrument classification Agreement classification Assessor's recommendation		<b>Summary</b> Reference Instrument: Guaranteed benefits \$0.00, Contingent benefits \$0.00 Agreement: #DIV/0! #DIV/0! \$0.00 #DIV/0! Comparison:	
<b>General entitlements</b>			
<b>Reference instrument</b>		<b>Agreement</b>	
Casualty: <input type="text"/> <input type="text"/> <input type="text"/> Ordinary hours with penalties: <input type="text"/> <input type="text"/> <input type="text"/> Overtime: <input type="text"/> <input type="text"/> <input type="text"/> Public holidays: <input type="text"/> <input type="text"/> <input type="text"/>		Casualty: <input type="text"/> <input type="text"/> <input type="text"/> Ordinary hours with penalties: <input type="text"/> <input type="text"/> <input type="text"/> Overtime: <input type="text"/> <input type="text"/> <input type="text"/> Public holidays: <input type="text"/> <input type="text"/> <input type="text"/>	
Rates and hours Reference instrument rate: \$0.00 per hour All purpose allowances: \$0.00 per week Number of hours rate is based on: 0 per week Casual loading: 0% Hourly rate: #DIV/0!		Rates and hours Agreement rate: \$0.00 per hour All purpose allowances: \$0.00 per week Number of hours rate is based on: 0 per week Casual loading: 0% Hourly rate: #DIV/0!	
<b>Working Pattern</b> Ordinary hours: 0 hours @ Normal Shift penalty 1: 0 hours @ 115% or \$0.00 Shift penalty 2: 0 hours @ 120% or \$0.00 Shift penalty 3: 0 hours @ 150% or \$0.00 Shift penalty 4: 0 hours @ 200% or \$0.00 Overtime 1: 0 hours @ 150% or \$0.00 Overtime 2: 0 hours @ 200% or \$0.00 Total hours: 0 Wage per week: #DIV/0! Wage per annum: #DIV/0!		<b>Working Pattern</b> Ordinary hours: 0 hours @ Normal Shift penalty 1: 0 hours @ 115% or \$0.00 Shift penalty 2: 0 hours @ 120% or \$0.00 Shift penalty 3: 0 hours @ 150% or \$0.00 Shift penalty 4: 0 hours @ 200% or \$0.00 Overtime 1: 0 hours @ 150% or \$0.00 Overtime 2: 0 hours @ 200% or \$0.00 Total hours: 0 Wage per week: #DIV/0! Wage per annum: #DIV/0!	
<b>Entitlements under the instrument</b> Annual leave: 0 weeks @ 0.00 hours/week Annual leave loading: 0 weeks @ 0.0% Public hols worked: 0 days of 0.00 hrs @ 0% Public hols - paid days off: 0 days of 0.00 hrs @ 100% Paid breaks: 0 per week @ 0 mins/break Weekly allowances: \$0.00 per week @ \$0.00 Annual allowances: \$0.00 per year @ \$0.00 Total annual entitlements: #DIV/0!		<b>Entitlements under the agreement</b> Annual leave: 0 weeks @ 0.00 hours/week Annual leave loading: 0 weeks @ 0.0% Public hols worked: 0 days of 0.00 hrs @ 0% Public hols - paid days off: 0 days of 0.00 hrs @ 100% Paid breaks: 0 per week @ 0 mins/break Weekly allowances: \$0.00 per week @ \$0.00 Annual allowances: \$0.00 per year @ \$0.00 Total annual entitlements: #DIV/0!	
Reference instrument annual entitlement: #DIV/0!		Agreement annual entitlement: #DIV/0!	
<b>Compared general entitlement</b> Superannuation: Reference instrument %, Agreement %, Comparison: #DIV/0!		Overall comparison: compared general entitlements: #DIV/0!	
<b>Contingent benefits</b>			
Leave: Personal leave 0 days @ 0.00 hours/day @ 0.00 hrs \$0.00 Weekly payments: \$0.00 per week @ \$0.00 Annual payments: \$0.00 per year @ \$0.00 Annual contingent payments: \$0.00		Leave: Personal leave 0 days @ 0.00 hours/day @ 0.00 hrs \$0.00 Weekly payments: \$0.00 per week @ \$0.00 Annual payments: \$0.00 per year @ \$0.00 Annual contingent payments: \$0.00	
<b>Compared contingent benefit</b> Overall comparison: compared contingent benefits: #DIV/0!		Comparison: #DIV/0!	

Working pattern	Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday		Total	% of Total	Spread across week
	Start	Finish	Unpaid breaks	Start	Finish	Unpaid breaks	Start	Finish	Unpaid breaks	Start	Finish	Unpaid breaks	Start	Finish			
Ordinary hours															0.0	#DIV/0!	#DIV/0!
Sh f/Penalty 1															0.0	#DIV/0!	#DIV/0!
Sh f/Penalty 2															0.0	#DIV/0!	#DIV/0!
Sh f/Penalty 3															0.0	#DIV/0!	#DIV/0!
Sh f/Penalty 4															0.0	#DIV/0!	#DIV/0!
Overtime 1															0.0	#DIV/0!	#DIV/0!
Overtime 2															0.0	#DIV/0!	#DIV/0!
Hours per week															0.0	#DIV/0!	#DIV/0!

Note: Time must be entered in 24 hour format using a colon to separate hours and minutes, eg 14:00. Breaks must be entered in whole minutes, eg 60

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Totals			
Hours per week	42		
Type of shift	Total hours	% of total	Spread across week
Ordinary hours	38.0	45.24%	19.00
Shift/Penalty 1	0.0	0.00%	0.00
Shift/Penalty 2	0.0	0.00%	0.00
Shift/Penalty 3	0.0	0.00%	0.00
Shift/Penalty 4	0.0	0.00%	0.00
Shift/Penalty 5	0.0	0.00%	0.00
Shift/Penalty 6	0.0	0.00%	0.00
Overtime - 1st 2 hrs Mon-Sat	8.0	9.52%	4.00
Overtime - 1st 2 hrs Mon-Sat	1.0	1.19%	0.50
Overtime - Sub hrs Mon-Sat	25.0	29.76%	12.50
Overtime - all hrs Sun	12.0	14.29%	6.00
<b>Totals</b>	<b>84.0</b>	<b>1.0</b>	<b>42.00</b>

**Shift Calculator**  
NDT v1.0

Setup Instructions	Entering the data	Transferring back to the calculator
- Enter descriptions for each type of shift in the green column to the left. These descriptions will flow through the rest of the table. For example, Saturday 125% - Ensure that the hours per week are correct as per the agreement - Hours per week is the number of hours that you want the calculator to condense the shifts down to. In most cases this will be 38 hours	- Use only as many weeks as you require  - For each week, enter the start and finish times for each type of shift. Time must be entered in 24 hour format using a colon after the hour. If a shift crosses over midnight, enter the two halves of the shift separately. 0:00 is midnight at the start of a shift, 24:00 is midnight at the end of a shift.  - Include the total <b>unpaid</b> breaks for each of those shifts, expressed in minutes.  - Extra rows can be added, but use care. If you add any rows, they <b>must</b> be added to <b>every</b> week in the same row	- copy the shift calculator page into your NDT calculator  - transfer the values from the blue 'spread across the week' column and the matching descriptions from the green column to the agreement side of the NDT calculator. Highlight the cells you want and select 'copy', then return to the NDT calculator and highlight the location you want to paste to, but instead of selecting 'paste', right click and select ' <b>paste special</b> ', then click the radio button marked ' <b>Values</b> ' and then 'OK'.  <b>Note:</b> The shift calculator has more rows for penalties and overtime than the NDT calculator. If you have used all the penalty and overtime rows in the shift calculator, you will need to add extra rows to the NDT calculator to accommodate all the data.

Week 1																							
	Monday			Tuesday			Wednesday			Thursday			Friday			Saturday			Sunday			Total	
	Start	Finish	Unpaid breaks (mins)	Start	Finish	Unpaid breaks (mins)	Start	Finish	Unpaid breaks (mins)	Start	Finish	Unpaid breaks (mins)	Start	Finish	Unpaid breaks (mins)	Start	Finish	Unpaid breaks (mins)	Start	Finish	Unpaid breaks (mins)		
Ordinary hours	7:00	18:00	0	7:00	18:00	0	7:00	18:00	0	7:00	12:00	0										38.0	
Shift/Penalty 1																						0.0	
Shift/Penalty 2																						0.0	
Shift/Penalty 3																						0.0	
Shift/Penalty 4																						0.0	
Shift/Penalty 5																						0.0	
Shift/Penalty 6																						0.0	
Overtime - 1st 2 hrs Mon-Sat	6:00	7:00	0	6:00	7:00	0	6:00	7:00	0	6:00	7:00	0	6:00	8:00	0	6:00	8:00	0					8.0
Overtime - 1st 2 hrs Mon-Sat										12:00	13:00	0											1.0
Overtime - Sub hrs Mon-Sat										13:00	18:00	0	8:00	18:00	0	8:00	18:00	0					25.0
Overtime - all hrs Sun																			6:00	18:00	0		12.0
<b>Totals</b>																						<b>84.0</b>	

Week 2																						
	Monday			Tuesday			Wednesday			Thursday			Friday			Saturday			Sunday			Total
	Start	Finish	Unpaid breaks (mins)	Start	Finish	Unpaid breaks (mins)	Start	Finish	Unpaid breaks (mins)	Start	Finish	Unpaid breaks (mins)	Start	Finish	Unpaid breaks (mins)	Start	Finish	Unpaid breaks (mins)	Start	Finish	Unpaid breaks (mins)	
Ordinary hours																						0.0
Shift/Penalty 1																						0.0
Shift/Penalty 2																						0.0
Shift/Penalty 3																						0.0
Shift/Penalty 4																						0.0
Shift/Penalty 5																						0.0
Shift/Penalty 6																						0.0
Overtime - 1st 2 hrs Mon-Sat																						0.0
Overtime - 1st 2 hrs Mon-Sat																						0.0
Overtime - Sub hrs Mon-Sat																						0.0
Overtime - all hrs Sun																						0.0
<b>Totals</b>																						<b>0.0</b>











														0.0
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Week 13		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday		Total
		Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	
Ordinary hours																0.0
Shift/Penalty 1																0.0
Shift/Penalty 2																0.0
Shift/Penalty 3																0.0
Shift/Penalty 4																0.0
Shift/Penalty 5																0.0
Shift/Penalty 6																0.0
Overtime - 1st 2 hrs Mon-Sat																0.0
Overtime - 1st 2 hrs Mon-Sat																0.0
Overtime - Sub hrs Mon-Sat																0.0
Overtime - all hrs Sun																0.0
																0.0

Week 14		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday		Total
		Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	
Ordinary hours																0.0
Shift/Penalty 1																0.0
Shift/Penalty 2																0.0
Shift/Penalty 3																0.0
Shift/Penalty 4																0.0
Shift/Penalty 5																0.0
Shift/Penalty 6																0.0
Overtime - 1st 2 hrs Mon-Sat																0.0
Overtime - 1st 2 hrs Mon-Sat																0.0
Overtime - Sub hrs Mon-Sat																0.0
Overtime - all hrs Sun																0.0
																0.0

Week 15		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday		Total
		Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	
Ordinary hours																0.0
Shift/Penalty 1																0.0
Shift/Penalty 2																0.0
Shift/Penalty 3																0.0
Shift/Penalty 4																0.0
Shift/Penalty 5																0.0
Shift/Penalty 6																0.0
Overtime - 1st 2 hrs Mon-Sat																0.0
Overtime - 1st 2 hrs Mon-Sat																0.0
Overtime - Sub hrs Mon-Sat																0.0
Overtime - all hrs Sun																0.0
																0.0

Week 16		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday		Total
---------	--	--------	--	---------	--	-----------	--	----------	--	--------	--	----------	--	--------	--	-------

	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	
Ordinary hours															0.0
Shift/Penalty 1															0.0
Shift/Penalty 2															0.0
Shift/Penalty 3															0.0
Shift/Penalty 4															0.0
Shift/Penalty 5															0.0
Shift/Penalty 6															0.0
Overtime - 1st 2 hrs Mon-Sat															0.0
Overtime - 1st 2 hrs Mon-Sat															0.0
Overtime - Sub hrs Mon-Sat															0.0
Overtime - all hrs Sun															0.0
															0.0

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											36.0
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Week 3		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday		Total
		Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	
Ordinary hours																0.0
Shift/Penalty 1																0.0
Shift/Penalty 2																0.0
Shift/Penalty 3																0.0
Shift/Penalty 4																0.0
Shift/Penalty 5																0.0
Shift/Penalty 6																0.0
Overtime - 1st 2 hrs Mon-Sat																0.0
Overtime - 1st 2 hrs Mon-Sat																0.0
Overtime - Sub hrs Mon-Sat																0.0
Overtime - all hrs Sun																0.0
																0.0

Week 4		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday		Total
		Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	
Ordinary hours																0.0
Shift/Penalty 1																0.0
Shift/Penalty 2																0.0
Shift/Penalty 3																0.0
Shift/Penalty 4																0.0
Shift/Penalty 5																0.0
Shift/Penalty 6																0.0
Overtime - 1st 2 hrs Mon-Sat																0.0
Overtime - 1st 2 hrs Mon-Sat																0.0
Overtime - Sub hrs Mon-Sat																0.0
Overtime - all hrs Sun																0.0
																0.0

Week 5		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday		Total
		Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	
Ordinary hours																0.0
Shift/Penalty 1																0.0
Shift/Penalty 2																0.0
Shift/Penalty 3																0.0
Shift/Penalty 4																0.0
Shift/Penalty 5																0.0
Shift/Penalty 6																0.0
Overtime - 1st 2 hrs Mon-Sat																0.0
Overtime - 1st 2 hrs Mon-Sat																0.0
Overtime - Sub hrs Mon-Sat																0.0
Overtime - all hrs Sun																0.0
																0.0

Week 6		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday		Total
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Shift/Penalty 4																				0.0
Shift/Penalty 5																				0.0
Shift/Penalty 6																				0.0
Overtime - 1st 2 hrs Mon-Sat																				0.0
Overtime - 1st 2 hrs Mon-Sat																				0.0
Overtime - Sub hrs Mon-Sat																				0.0
Overtime - all hrs Sun																				0.0
																			0.0	

Week 10		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday		Total
		Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	
Ordinary hours																0.0
Shift/Penalty 1																0.0
Shift/Penalty 2																0.0
Shift/Penalty 3																0.0
Shift/Penalty 4																0.0
Shift/Penalty 5																0.0
Shift/Penalty 6																0.0
Overtime - 1st 2 hrs Mon-Sat																0.0
Overtime - 1st 2 hrs Mon-Sat																0.0
Overtime - Sub hrs Mon-Sat																0.0
Overtime - all hrs Sun																0.0
																0.0

Week 11		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday		Total
		Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	
Ordinary hours																0.0
Shift/Penalty 1																0.0
Shift/Penalty 2																0.0
Shift/Penalty 3																0.0
Shift/Penalty 4																0.0
Shift/Penalty 5																0.0
Shift/Penalty 6																0.0
Overtime - 1st 2 hrs Mon-Sat																0.0
Overtime - 1st 2 hrs Mon-Sat																0.0
Overtime - Sub hrs Mon-Sat																0.0
Overtime - all hrs Sun																0.0
																0.0

Week 12		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday		Total
		Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	
Ordinary hours																0.0
Shift/Penalty 1																0.0
Shift/Penalty 2																0.0
Shift/Penalty 3																0.0
Shift/Penalty 4																0.0
Shift/Penalty 5																0.0
Shift/Penalty 6																0.0
Overtime - 1st 2 hrs Mon-Sat																0.0
Overtime - 1st 2 hrs Mon-Sat																0.0
Overtime - Sub hrs Mon-Sat																0.0
																0.0





Week 16	Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday		Total
	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	
Ordinary hours															0.0
Shift/Penalty 1															0.0
Shift/Penalty 2															0.0
Shift/Penalty 3															0.0
Shift/Penalty 4															0.0
Shift/Penalty 5															0.0
Shift/Penalty 6															0.0
Overtime - 1st 2 hrs Mon-Sat															0.0
Overtime - 1st 2 hrs Mon-Sat															0.0
Overtime - Sub hrs Mon-Sat															0.0
Overtime - all hrs Sun															0.0
															0.0

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Totals			
Hours per week	42		
Type of shift	Total hours	% of total	Spread across week
Ordinary hours	38.0	45.24%	19.00
Outside span of hrs: 12am to 7am M-F	5.0	5.95%	2.50
Shift/Penalty 2	0.0	0.00%	0.00
Shift/Penalty 3	0.0	0.00%	0.00
Shift/Penalty 4	0.0	0.00%	0.00
Shift/Penalty 5	0.0	0.00%	0.00
Shift/Penalty 6	0.0	0.00%	0.00
Overtime - 1st 2 hrs Mon-Sat	12.0	14.29%	6.00
Overtime - 1st 2 hrs Mon-Sat	0.0	0.00%	0.00
Overtime - Sub hrs Mon-Sat	17.0	20.24%	8.50
Overtime - all hrs Sun	12.0	14.29%	6.00
<b>Totals</b>	<b>84.0</b>	<b>1.0</b>	<b>42.00</b>

**Shift Calculator**  
NDT v1.0

Setup Instructions	Entering the data	Transferring back to the calculator
- Enter descriptions for each type of shift in the green column to the left. These descriptions will flow through the rest of the table. For example, Saturday 125% - Ensure that the hours per week are correct as per the agreement - Hours per week is the number of hours that you want the calculator to condense the shifts down to. In most cases this will be 38 hours	- Use only as many weeks as you require  - For each week, enter the start and finish times for each type of shift. Time must be entered in 24 hour format using a colon after the hour. If a shift crosses over midnight, enter the two halves of the shift separately. 0:00 is midnight at the start of a shift, 24:00 is midnight at the end of a shift.  - Include the total <b>unpaid</b> breaks for each of those shifts, expressed in minutes.  - Extra rows can be added, but use care. If you add any rows, they <b>must</b> be added to <b>every</b> week in the same row	- copy the shift calculator page into your NDT calculator  - transfer the values from the blue 'spread across the week' column and the matching descriptions from the green column to the agreement side of the NDT calculator. Highlight the cells you want and select 'copy', then return to the NDT calculator and highlight the location you want to paste to, but instead of selecting 'paste', right click and select 'paste special', then click the radio button marked 'Values' and then 'OK'.  <b>Note:</b> The shift calculator has more rows for penalties and overtime than the NDT calculator. If you have used all the penalty and overtime rows in the shift calculator, you will need to add extra rows to the NDT calculator to accommodate all the data.

Week 1																							
	Monday			Tuesday			Wednesday			Thursday			Friday			Saturday			Sunday			Total	
	Start	Finish	Unpaid breaks (mins)	Start	Finish	Unpaid breaks (mins)	Start	Finish	Unpaid breaks (mins)	Start	Finish	Unpaid breaks (mins)	Start	Finish	Unpaid breaks (mins)	Start	Finish	Unpaid breaks (mins)	Start	Finish	Unpaid breaks (mins)		
Ordinary hours	7:00	15:00	0	7:00	15:00	0	7:00	15:00	0	7:00	15:00	0	7:00	13:00	0							38.0	
Outside span of hrs: 12am to 7am M-F	6:00	7:00	0	6:00	7:00	0	6:00	7:00	0	6:00	7:00	0	6:00	7:00	0								5.0
Shift/Penalty 2																						0.0	
Shift/Penalty 3																						0.0	
Shift/Penalty 4																						0.0	
Shift/Penalty 5																						0.0	
Shift/Penalty 6																						0.0	
Overtime - 1st 2 hrs Mon-Sat	15:00	17:00	0	15:00	17:00	0	15:00	17:00	0	15:00	17:00	0	13:00	15:00	0	6:00	8:00	0					12.0
Overtime - 1st 2 hrs Mon-Sat																						0.0	
Overtime - Sub hrs Mon-Sat	17:00	18:00	0	17:00	18:00	0	17:00	18:00	0	17:00	18:00	0	15:00	18:00	0	8:00	18:00	0					17.0
Overtime - all hrs Sun																			6:00	18:00	0	12.0	
<b>Totals</b>																						<b>84.0</b>	

Week 2																						
	Monday			Tuesday			Wednesday			Thursday			Friday			Saturday			Sunday			Total
	Start	Finish	Unpaid breaks (mins)	Start	Finish	Unpaid breaks (mins)	Start	Finish	Unpaid breaks (mins)	Start	Finish	Unpaid breaks (mins)	Start	Finish	Unpaid breaks (mins)	Start	Finish	Unpaid breaks (mins)	Start	Finish	Unpaid breaks (mins)	
Ordinary hours																						0.0
Outside span of hrs: 12am to 7am M-F																						0.0
Shift/Penalty 2																						0.0
Shift/Penalty 3																						0.0
Shift/Penalty 4																						0.0
Shift/Penalty 5																						0.0
Shift/Penalty 6																						0.0
Overtime - 1st 2 hrs Mon-Sat																						0.0
Overtime - 1st 2 hrs Mon-Sat																						0.0
Overtime - Sub hrs Mon-Sat																						0.0
Overtime - all hrs Sun																						0.0
<b>Totals</b>																						<b>0.0</b>







Shift/Penalty 6																			0.0
Overtime - 1st 2 hrs Mon-Sat																			0.0
Overtime - 1st 2 hrs Mon-Sat																			0.0
Overtime - Sub hrs Mon-Sat																			0.0
Overtime - all hrs Sun																			0.0
																		0.0	

<b>Week 10</b>		<b>Monday</b>		<b>Tuesday</b>		<b>Wednesday</b>		<b>Thursday</b>		<b>Friday</b>		<b>Saturday</b>		<b>Sunday</b>		<b>Total</b>		
		Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish			
Ordinary hours																		0.0
Outside span of hrs: 12am to 7am M-F																		0.0
Shift/Penalty 2																		0.0
Shift/Penalty 3																		0.0
Shift/Penalty 4																		0.0
Shift/Penalty 5																		0.0
Shift/Penalty 6																		0.0
Overtime - 1st 2 hrs Mon-Sat																		0.0
Overtime - 1st 2 hrs Mon-Sat																		0.0
Overtime - Sub hrs Mon-Sat																		0.0
Overtime - all hrs Sun																		0.0
																		0.0

<b>Week 11</b>		<b>Monday</b>		<b>Tuesday</b>		<b>Wednesday</b>		<b>Thursday</b>		<b>Friday</b>		<b>Saturday</b>		<b>Sunday</b>		<b>Total</b>		
		Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish			
Ordinary hours																		0.0
Outside span of hrs: 12am to 7am M-F																		0.0
Shift/Penalty 2																		0.0
Shift/Penalty 3																		0.0
Shift/Penalty 4																		0.0
Shift/Penalty 5																		0.0
Shift/Penalty 6																		0.0
Overtime - 1st 2 hrs Mon-Sat																		0.0
Overtime - 1st 2 hrs Mon-Sat																		0.0
Overtime - Sub hrs Mon-Sat																		0.0
Overtime - all hrs Sun																		0.0
																		0.0

<b>Week 12</b>		<b>Monday</b>		<b>Tuesday</b>		<b>Wednesday</b>		<b>Thursday</b>		<b>Friday</b>		<b>Saturday</b>		<b>Sunday</b>		<b>Total</b>		
		Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish			
Ordinary hours																		0.0
Outside span of hrs: 12am to 7am M-F																		0.0
Shift/Penalty 2																		0.0
Shift/Penalty 3																		0.0
Shift/Penalty 4																		0.0
Shift/Penalty 5																		0.0
Shift/Penalty 6																		0.0
Overtime - 1st 2 hrs Mon-Sat																		0.0
Overtime - 1st 2 hrs Mon-Sat																		0.0
Overtime - Sub hrs Mon-Sat																		0.0
Overtime - all hrs Sun																		0.0
																		0.0

														0.0
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Week 13	Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday		Total
	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	
Ordinary hours															0.0
Outside span of hrs: 12am to 7am M-F															0.0
Shift/Penalty 2															0.0
Shift/Penalty 3															0.0
Shift/Penalty 4															0.0
Shift/Penalty 5															0.0
Shift/Penalty 6															0.0
Overtime - 1st 2 hrs Mon-Sat															0.0
Overtime - 1st 2 hrs Mon-Sat															0.0
Overtime - Sub hrs Mon-Sat															0.0
Overtime - all hrs Sun															0.0
															0.0

Week 14	Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday		Total
	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	
Ordinary hours															0.0
Outside span of hrs: 12am to 7am M-F															0.0
Shift/Penalty 2															0.0
Shift/Penalty 3															0.0
Shift/Penalty 4															0.0
Shift/Penalty 5															0.0
Shift/Penalty 6															0.0
Overtime - 1st 2 hrs Mon-Sat															0.0
Overtime - 1st 2 hrs Mon-Sat															0.0
Overtime - Sub hrs Mon-Sat															0.0
Overtime - all hrs Sun															0.0
															0.0

Week 15	Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday		Total
	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	
Ordinary hours															0.0
Outside span of hrs: 12am to 7am M-F															0.0
Shift/Penalty 2															0.0
Shift/Penalty 3															0.0
Shift/Penalty 4															0.0
Shift/Penalty 5															0.0
Shift/Penalty 6															0.0
Overtime - 1st 2 hrs Mon-Sat															0.0
Overtime - 1st 2 hrs Mon-Sat															0.0
Overtime - Sub hrs Mon-Sat															0.0
Overtime - all hrs Sun															0.0
															0.0

Week 16	Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday		Total
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	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	
Ordinary hours															0.0
Outside span of hrs: 12am to 7am M-F															0.0
Shift/Penalty 2															0.0
Shift/Penalty 3															0.0
Shift/Penalty 4															0.0
Shift/Penalty 5															0.0
Shift/Penalty 6															0.0
Overtime - 1st 2 hrs Mon-Sat															0.0
Overtime - 1st 2 hrs Mon-Sat															0.0
Overtime - Sub hrs Mon-Sat															0.0
Overtime - all hrs Sun															0.0
															0.0

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Week 3		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday		Total
		Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	
Ordinary hours																0.0
Outside span of hrs: 12am to 7am M-F																0.0
Shift/Penalty 2																0.0
Shift/Penalty 3																0.0
Shift/Penalty 4																0.0
Shift/Penalty 5																0.0
Shift/Penalty 6																0.0
Overtime - 1st 2 hrs Mon-Sat																0.0
Overtime - 1st 2 hrs Mon-Sat																0.0
Overtime - Sub hrs Mon-Sat																0.0
Overtime - all hrs Sun																0.0
																0.0

Week 4		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday		Total
		Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	
Ordinary hours																0.0
Outside span of hrs: 12am to 7am M-F																0.0
Shift/Penalty 2																0.0
Shift/Penalty 3																0.0
Shift/Penalty 4																0.0
Shift/Penalty 5																0.0
Shift/Penalty 6																0.0
Overtime - 1st 2 hrs Mon-Sat																0.0
Overtime - 1st 2 hrs Mon-Sat																0.0
Overtime - Sub hrs Mon-Sat																0.0
Overtime - all hrs Sun																0.0
																0.0

Week 5		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday		Total
		Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	
Ordinary hours																0.0
Outside span of hrs: 12am to 7am M-F																0.0
Shift/Penalty 2																0.0
Shift/Penalty 3																0.0
Shift/Penalty 4																0.0
Shift/Penalty 5																0.0
Shift/Penalty 6																0.0
Overtime - 1st 2 hrs Mon-Sat																0.0
Overtime - 1st 2 hrs Mon-Sat																0.0
Overtime - Sub hrs Mon-Sat																0.0
Overtime - all hrs Sun																0.0
																0.0

Week 6		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday		Total
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Shift/Penalty 4																				0.0	
Shift/Penalty 5																					0.0
Shift/Penalty 6																					0.0
Overtime - 1st 2 hrs Mon-Sat																					0.0
Overtime - 1st 2 hrs Mon-Sat																					0.0
Overtime - Sub hrs Mon-Sat																					0.0
Overtime - all hrs Sun																					0.0
																			0.0		

Week 10		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday		Total
		Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	
Ordinary hours																0.0
Outside span of hrs: 12am to 7am M-F																0.0
Shift/Penalty 2																0.0
Shift/Penalty 3																0.0
Shift/Penalty 4																0.0
Shift/Penalty 5																0.0
Shift/Penalty 6																0.0
Overtime - 1st 2 hrs Mon-Sat																0.0
Overtime - 1st 2 hrs Mon-Sat																0.0
Overtime - Sub hrs Mon-Sat																0.0
Overtime - all hrs Sun																0.0
																0.0

Week 11		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday		Total
		Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	
Ordinary hours																0.0
Outside span of hrs: 12am to 7am M-F																0.0
Shift/Penalty 2																0.0
Shift/Penalty 3																0.0
Shift/Penalty 4																0.0
Shift/Penalty 5																0.0
Shift/Penalty 6																0.0
Overtime - 1st 2 hrs Mon-Sat																0.0
Overtime - 1st 2 hrs Mon-Sat																0.0
Overtime - Sub hrs Mon-Sat																0.0
Overtime - all hrs Sun																0.0
																0.0

Week 12		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday		Total
		Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	
Ordinary hours																0.0
Outside span of hrs: 12am to 7am M-F																0.0
Shift/Penalty 2																0.0
Shift/Penalty 3																0.0
Shift/Penalty 4																0.0
Shift/Penalty 5																0.0
Shift/Penalty 6																0.0
Overtime - 1st 2 hrs Mon-Sat																0.0
Overtime - 1st 2 hrs Mon-Sat																0.0
Overtime - Sub hrs Mon-Sat																0.0
																0.0





Week 16	Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday		Total
	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	Start	Finish	
Ordinary hours															0.0
Outside span of hrs: 12am to 7am M-F															0.0
Shift/Penalty 2															0.0
Shift/Penalty 3															0.0
Shift/Penalty 4															0.0
Shift/Penalty 5															0.0
Shift/Penalty 6															0.0
Overtime - 1st 2 hrs Mon-Sat															0.0
Overtime - 1st 2 hrs Mon-Sat															0.0
Overtime - Sub hrs Mon-Sat															0.0
Overtime - all hrs Sun															0.0
															0.0

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