

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA01/130**

**TITLE: NCHF Enterprise Agreement 2000**

**I.R.C. NO:** 2000/4263

**DATE APPROVED/COMMENCEMENT:** 7 September 2000

**TERM:** 21 months

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 11 May 2001

**DATE TERMINATED:**

**NUMBER OF PAGES:** 49

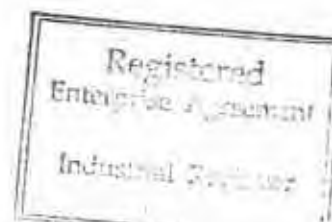
**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to Social Welfare employees of the Company

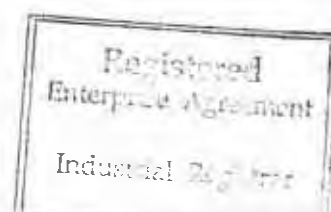
**PARTIES:** National Community Housing Forum Inc - & - Australian Services Union of N.S.W.

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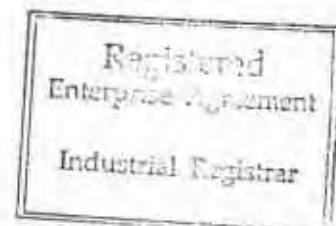
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## 1. TITLE & COVERAGE OF THE AGREEMENT

This agreement will be known as the NCHF Enterprise Agreement 2000.

This Agreement shall be read in conjunction with the Social and Community Services Employees (State) Award, provided that where there is any inconsistency between the Award and the Agreement, this Agreement shall prevail to the extent of the inconsistency. Should any changes occur to the Award during the life of this Agreement which results in conditions above those contained within this agreement, the parties shall confer and where agreed vary this Agreement to reflect such changes.

## 2. PARTIES TO THE AGREEMENT

The parties to this Agreement are the National Community Housing Forum Inc. (NCHF); all employees; and the Australian Services Union of New South Wales (ASU).

## 3. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to:

- clarify the rights and entitlements of employees and the employer, in relation to conditions of employment;
- ensure those conditions are fair and consistent;
- prevent industrial disputes and provide a framework for their resolution.

## 4. DURATION OF THE AGREEMENT

The Agreement will operate on and from the date of certification by the Industrial Relations Commission of NSW and remain in force until 30<sup>th</sup> June 2002.

## 5. TERMS OF EMPLOYMENT

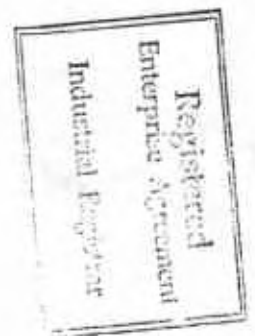
The employer will inform each employee, upon engagement, in writing of his or her Terms of Employment (e.g. whether permanent, casual or fixed-term, and the ordinary hours of employment), and provide him or her with a copy of this agreement.

### 5.1. Priority to permanent employment

A majority of employees (not counting those employed in a classification with rates of pay at the Level 7 or above) will be employed on a permanent basis. This provision may be reviewed from time to time by the parties, after reasonable notice has been given by the party seeking the review. A request by one of the parties for a review will not be unreasonably denied.

### 5.2 Fixed-term employees

A fixed-term employee is employed on a temporary basis for a fixed period. Fixed-term employees are entitled to the same benefits and conditions of employment as permanent



employees (including leave), except for permanency. Continuity of employment for leave and other purposes (e.g. maternity leave, long service leave) will not be broken by the completion of one contract period and commencement of another.

Where an employee is employed for a fixed term of one year or more (other than to relieve another employee on leave), the employer will, before the term ends, and in consultation with that employee, assess whether it is possible and desirable to offer that employee permanent employment. The employer will notify a fixed term employee 4 weeks in advance of the date on which his or her term of employment ends. Should the employer and employee agree that employment will continue beyond that date as a fixed term employee, a definite period of further employment will be negotiated between them before the existing contract expires.

A fixed-term employee will give 4 weeks notice of his or her intention to terminate his or her employment with the employer before the contract expires.

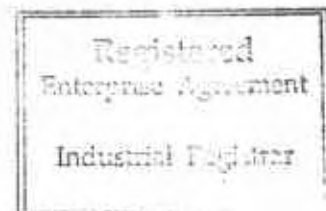
### **5.3 Casual employees**

Casual employees are employed on a daily basis. Casual employees will only be employed for temporary and short term purposes, and will not be employed as casuals for more than three months.

Casual employees are entitled to a 25% pay loading in lieu of the leave entitlements in this agreement. They will be employed for a minimum of four hours on each working day.

### **5.4 Part-time employees**

Part-time employees are permanent or fixed-term employees engaged to work for less than full-time hours. They are entitled to all other benefits and conditions available to full-time permanent employees, on a pro-rata basis. They will be employed for a minimum of 16 hours per week. On their regular days of employment, they will be employed for at least four hours each day.



## 6. CLASSIFICATION STRUCTURE

### 6.0 TRAINEE

- (a) A person employed at this level works under a recognised trainee scheme.
- (b) The parties to this agreement shall observe the terms of the National Training Wage Award 1994 as amended, as though bound by clause 4 of that Award.

### 6.1 LEVEL 1

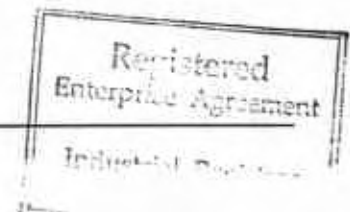
#### 6.1.1 Characteristics of the level

- (a) A person may only be employed as a Level 1 employee on a fixed term basis for a maximum period of 12 months. During this period, he or she will undertake a program of training in areas relevant to the position such as word processing, reception skills, and basic email and internet skills that will be provided or funded by the employer and delivered by recognised training providers. In addition, a Level 1 employee will receive one week of training on commencement of employment to induct them into the organisation.
- (b) A Level 1 employee works under close direction to undertake clearly defined routine activities which require the practical application of basic skills and techniques.
- (c) General features of work at this level consist of performing clearly defined activities with outcomes being readily attainable. Employees' duties at this level will be closely monitored with instruction and assistance being readily available.
- (d) Freedom to act is limited by standards and procedures. However, with experience, employees at this level may have sufficient freedom to exercise judgement in the planning of their own work within those confines.
- (e) Positions at this level will involve employees in extensive on-the- job training including familiarisation with the goals and objectives of the workplace.
- (f) Employees will be responsible for the time management of their work and required to use basic numeracy, written and verbal communication skills.
- (g) Supervision of other staff or volunteers is not a feature at this level.

#### 6.1.2 Responsibilities

A position at this level may undertake the following responsibilities or others of similar value:

- (a) Undertake clearly defined routine activities of a clerical and/or support nature;
- (b) Undertake straightforward operation of keyboard equipment including data input and word processing at a basic level;
- (c) Provide routine information including general reception and telephonist duties on a temporary basis under direct supervision;
- (d) Apply established practices and procedures;



- (e) Undertake routine office duties such as filing, photocopying, checking and batching of accounts, invoices orders and stores requisitions, photocopying, mail-outs, simple processing of correspondence and maintenance of an existing records system.

**6.1.3 Skills, knowledge and experience**

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

- (a) Developing knowledge of the workplace function and operation;  
(b) Basic knowledge of administrative practices and procedures relevant to the workplace;  
(c) A developing knowledge of work practices and policies of the relevant work area;  
(d) Sound numeracy, written and verbal communication skills relevant to the work area.

**6.1.4 Organisational relationships**

- (a) Works under direct supervision;  
(b) Work outcomes are monitored;  
(c) Freedom to act limited by standards and procedures;  
(d) Solutions to problems found in established procedures with assistance readily available;  
(e) Project completion according to instructions and established procedures;  
(f) Limited scope for interpretation.





## 6.2 LEVEL 2

### 6.2.1 Characteristics of the level

- (a) A person employed as a Level 2 employee shall work under general guidance within clearly defined guidelines and undertake a range of activities requiring the application of acquired skills and knowledge.
- (b) General features at this level consist of performing functions which are defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practices and procedures. Assistance will be readily available. Employees may be responsible for a minor function and/or may contribute specific knowledge and/or specific skills to the work of the organisation. In addition, employees may be required to assist senior workers with specific projects.
- (c) Employees will be expected to have an understanding of work procedures relevant to their work area and may provide assistance to lower classified employees or volunteers concerning established procedures to meet the objectives of a minor function.
- (d) Employees will be responsible for managing time, planning and organising their own work.
- (e) Employees at this level could be required to resolve minor work, procedural issues in the relevant work area within established constraints.

### 6.2.2 Responsibilities

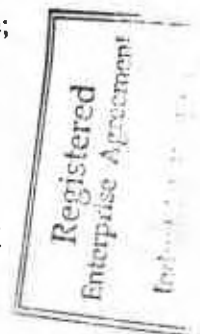
A position at this level may undertake the following responsibilities or others of similar value:

- (a) Undertake a range of activities requiring the application of established work procedures and involving limited initiative and/or judgement within clearly established procedures and/or guidelines;
- (b) Achieve outcomes which are clearly defined;
- (c) Respond to enquiries that require independent judgement, including undertaking reception duties without direct supervision;
- (d) Assist senior employees with special projects;
- (e) Operate a computer and/or programs and peripheral equipment and initiate corrective action;
- (f) Provide detailed advice and information on the organisation's products and services;
- (g) Operate a word processor and/or other business software and be conversant with and utilise the functions of those systems and be proficient in their use;
- (h) Apply purchasing and inventory control requirements;
- (i) Assist with administrative functions.

### 6.2.3 Skills, knowledge, and experience

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

- (a) Sound skills in oral and written communication with other staff, clients and other members of the public;
- (b) Knowledge of established work practices and procedures relevant to the workplace;



- (c) Knowledge of policies and regulations relating to the workplace;
- (d) Understanding of clear but complex rules;
- (e) Application of techniques relevant to the workplace;
- (f) Developing knowledge of statutory requirements relevant to the workplace;
- (g) Understanding of basic computing concepts.

**6.2.4 Organisational relationships**

- (a) Works under regular supervision;
- (b) Work outcomes are monitored;
- (c) Has freedom to act within defined established guidelines;
- (d) Solutions to problems may require the exercise of limited judgement, with guidance to be found in procedures, precedents, guidelines. Assistance will be available when problems occur.



## 6.3 LEVEL 3

### 6.3.1 Characteristics of the level

- (a) A person employed as a Level 3 employee shall work under general direction in the application of procedures, methods and guidelines which are well established. They would have obtained industry specific knowledge sufficient for them to give advice and/or information to the organisation, members, clients and the public in relation to specific areas of their responsibility.
- (b) General features of this level involve solving problems of limited difficulty using knowledge, judgement and organisational skills acquired through qualifications and/or previous work experience. Assistance is available from senior employees. Employees may receive instruction on the broader aspects of the work. In addition, employees may provide assistance to lower classified employees.
- (c) Positions at this level allow employees the scope for exercising initiative in the application of established work procedures and may require the employee to establish goals/objectives and outcomes for their own particular work program or project.
- (d) At this level, employees may be required to supervise lower classified staff such as trainees or volunteers on an occasional basis for specific tasks. Employees may undertake complex operational work and may undertake planning and co-ordination of activities within a clearly defined area of the organisation. Employees will be responsible for managing and planning their own work.

### 6.3.2 Responsibilities

A position at this level may undertake the following responsibilities or others of similar value:

- (a) Undertake responsibility for various activities in a specialised area;
- (b) Exercise responsibility for a function within the organisation;
- (c) Scope for exercising initiative in the application of established work procedures;
- (d) Assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of such an employee within the workplace;
- (e) Provide secretarial and/or administrative support requiring a high degree of judgement, initiative, confidentiality and sensitivity in the performance of work;
- (f) Assist with or provide a range of records management services;
- (g) Proficient in the operation of computers in order to process documents and data and to enable minor modifications to computer software systems or packages and/or identification of problems;
- (h) Provide detailed advice and information on the organisation's products and services and resolve problems of a minor nature;
- (i) Provide assistance to senior employees;
- (j) Perform duties of a specialised nature;



- (k) Respond to detailed enquiries relating to a specific area of their responsibility.

**6.3.3 Skills, knowledge and experience**

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

- (a) Thorough knowledge of work activities performed within the organisation;
- (b) Sound knowledge of procedural methods of the organisation;
- (c) May utilise specialised knowledge;
- (d) Working knowledge of guidelines or statutory requirements relevant to the organisation;
- (e) Ability to apply computing concepts;
- (f) Sound skills in oral and written communication with other staff, clients and other members of the public.

**6.3.4 Organisational relationships**

- (a) Works under general supervision;
- (b) Operates as a member of a team;
- (c) Occasional supervision of other employees at a lower level and/or volunteers;
- (d) Receives instructions on the broader aspects of the work;
- (e) Has freedom to act within defined established practices - that is, freedom to arrange work in a manner the employee feels most comfortable with provided there is no change to defined established work practices;
- (f) May set outcomes or objectives for specific projects;
- (g) Problems can usually be solved by reference to procedures, documented methods and instructions. Assistance is available when problems occur.



## 6.4 LEVEL 4

### 6.4.1 Characteristics of the level

- (a) A person employed as a Level 4 employee shall work under general direction in functions that require the application of skills and knowledge appropriate to the work. Generally guidelines and work procedures are established, but employees may be required to contribute to interpretation and administration of areas of work for which there are no clearly established procedures.
- (b) General features at this level require the application of knowledge and skills which are gained through qualifications and/or previous experience in a discipline. Employees will be expected to contribute knowledge in establishing procedures in the appropriate work related field. In addition, employees at this level may be required to supervise various functions within a work area or activities of a complex nature.
- (c) Employees may be required to provide specialist expertise or advice in their relevant discipline.
- (d) Work at this level requires a sound knowledge of program, activity, operational policy or service aspects of the work performed within a function or a number of work areas.
- (e) Employees require skills in managing time, setting priorities, planning and organising their own work. They may be required to supervise lower classified staff and/or volunteers and to coordinate work in a distinct work area.
- (f) Employees will be expected to set outcomes and further develop work methods where general work procedures are not defined.

### 6.4.2 Responsibilities

A position at this level may undertake the following responsibilities or others of similar value:

- (a) Set outcomes and further develop work methods where general work procedures are not defined and could exercise judgement and contribute critical knowledge and skills where procedures are not clearly defined;
- (b) Although still under general direction there is a greater scope to contribute to the development of work methods and the setting of outcomes. However, these must be within the clear objectives of the organisation and within budgetary constraints;
- (c) Provide administrative support of a complex nature to senior employees;
- (d) Exercise responsibility including the setting of priorities and monitoring of work flows for various functions within a work area;
- (e) Provide assistance to a more senior employee in planning, co-ordinating, implementing and administering activities and policies including bookkeeping and the preparation of organisation or program budgets;
- (f) Develop, control and administer a records management service for the receipt, custody, control, preservation and retrieval of records and related material;
- (g) Undertake computer operations requiring technical expertise and experience and may exercise initiative and judgement in the application of established procedures and practices;



- (h) Apply computer programming knowledge and skills in systems development, network maintenance and implementation;
- (i) Provide a reference and research information service and technical service using current technologies;
- (j) Undertake responsibility for moderately complex projects including planning, co-ordination, implementation and administration;
- (k) Undertake a minor phase of a broader or more complex specialised assignment;
- (l) Provide expert advice to other employees and/or volunteers;
- (m) Exercise judgement and initiative where procedures are not clearly defined;
- (n) Where the prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
  - Under general direction undertake a variety of tasks of a specialised and/or detailed nature;
  - Exercise specialised judgement within prescribed areas;
  - Carry out planning, studies or research for particular projects including aspects of design, formulation of policy, implementation of procedures and presentation;
  - Provide reports on progress of program activities including recommendations.

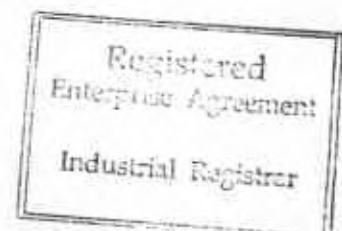
#### **6.4.3 Skills, knowledge, and experience**

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

- (a) Knowledge of statutory requirements relevant to work;
- (b) Knowledge of the organisation's policies and activities;
- (c) Knowledge of the role of the organisation and its services and/or functions;
- (d) Specialists require an understanding of the underlying principles in the discipline;
- (e) Sound discipline knowledge gained through previous experience, training or education;
- (f) Strong communication skills;
- (g) A high level of interpersonal skills in dealing with the public and other organisations;
- (h) Supervisory skills, where relevant.

#### **6.4.4 Organisational relationships**

- (a) Works under general direction;
- (b) Exercises a degree of autonomy;
- (c) Controls projects and/or programs;
- (d) Establishes priorities and monitors work flow in areas of responsibility;
- (e) Solutions to problems can generally be found in documented techniques, precedents or instructions. Advice is available on complex or unusual matters.
- (f) May supervise staff at lower levels and/or volunteers and co-ordinate work in a distinct work area.



## **6.5 LEVEL 5**

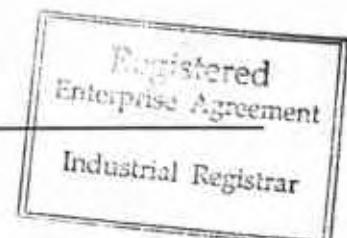
### **6.5.1 Characteristics of the level**

- (a) A person employed as a Level 5 employee shall operate under limited direction from senior employees or management and undertake a range of functions for which operational policies, practices and guidelines may need to be developed.
- (b) General features at this level allow employees the scope to influence the operational activities of the organisation and would require them to be involved with establishing operational procedures which impact upon the organisation and/or the sections of the community served by it.
- (c) Employees will be involved in the formation of programs, procedures, and work practices and will be required to provide assistance and/or expert advice to senior employees. More generally, employees will be required to provide consultation and assistance relevant to the work place. Employees may also be required to negotiate matters on behalf of the organisation.
- (d) Positions at this level will require responsibility for decision making, in the particular work area and the provision of expert advice. Employees will be required to set outcomes for the work areas for which they are responsible so as to achieve the objectives of the organisation. They may be required to undertake the control and co-ordination of a program, project and/or significant work area. They may also be expected to contribute to management of the organisation or a section thereof, and to assist or prepare budgets. Employees require a good understanding of the long term goals of the organisation.
- (e) Employees may have responsibility for a particular area of the organisation's functions; work independently or in teams; work as specialists or provide specialist support to a range of projects or activities. Positions at this level may be identified by impact of activities undertaken or achievement of stated outcomes or objectives for the workplace; the level of responsibility for decision making; the exercise of judgement; delegated authority; and the provision of expert advice.

### **6.5.2 Responsibilities**

A position at this level may undertake the following responsibilities or others of similar value:

- (a) Undertake significant projects and/or functions involving complex social policy analysis, research and the use of analytical skills;
- (b) Undertake specialised functions under a wide range of conditions to achieve results in line with the goals of the organisation;
- (c) Exercise control over the planning, direction and evaluation of operations which include providing analysis and interpretation for either a major single or multi specialist operation; provide advice on matters of complexity within the work area and/or specialised area;
- (d) Undertake a range of duties within the work area, including develop work practices and procedures; problem definition, planning and the exercise of judgement; provide advice on policy matters and contribute to their development;



- (e) Negotiate with members and other relevant bodies on public policy issues and coordinate related activities to further organisational policies and objectives;
- (f) Control and co-ordinate a project within budgetary constraints;
- (g) Provide a consultancy service for a range of activities and/or to a wide range of clients;
- (h) Develop and sustain networks of experts and/or interests within the community sector and other relevant sectors, to further organisational policies and objectives;
- (i) Undertake specific responsibility for media liaison and public promotion of the goals and policies of organisation;
- (j) Undertake specific responsibility for promotional and developmental activities designed to raise funds for the organisation and improve and extend its organisational profile, and contribute to the development of these activities;
- (k) Undertake specific responsibility for the maintenance of financial systems and contribute to their development;
- (l) Undertake specific responsibility for education and training activities within or outside the organisation, and contribute to their development.
- (m) Where the prime responsibility lies in a specialised field an employee at this level would undertake at least some of the following:
  - Provide support to a range of activities or programs;
  - Control and co-ordinate projects;
  - Contribute to the development of new procedures and methodology;
  - Provide expert advice and assistance relevant to the work area;
  - Provide consultancy services for a range of activities;
  - Undertake negotiation and networking in the context of policy development;
  - Have primary responsibility for a discrete area of policy, projects and/or organisational development.

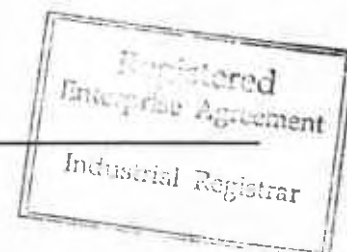
### 6.5.3 Skills, knowledge and experience

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

- (a) Comprehensive knowledge of the policies and procedures of the organisation;
- (b) Comprehensive knowledge of the relevant specialist discipline, gained through experience, education, or training;
- (c) Appreciation of the long term goals of the organisation;
- (d) Detailed knowledge of program activities and work practices relevant to the work area;
- (e) Knowledge of the structure and function of the organisation;
- (f) Strong policy analysis and research skills, where relevant;
- (g) Strong negotiation skills, where relevant;
- (h) Strong communication skills;
- (i) A high level of interpersonal skills in dealing with the public and other organisations;
- (i) Supervisory skills where relevant.

### 6.5.4 Organisational relationships

An employee at this level:





- (a) Works under limited direction from management;
- (b) Exercises a degree of autonomy;
- (c) Has significant delegated authority, with selection of methods and techniques based on sound judgement;
- (d) Manages significant projects and/or functions;
- (e) May supervise other employees at lower levels, but would not undertake full management responsibilities.



## 6.6 LEVEL 6

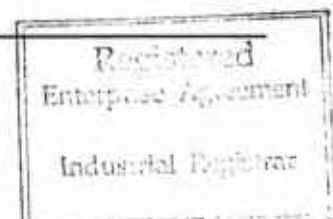
### 6.6.1 Characteristics of the level

- (a) Employees at this level may undertake similar functions to those of employees at Level 5, but at a higher level of complexity, responsibility, initiative and autonomy.
- (b) General features at this level allow employees the scope to influence the operational activities of the organisation and would require them to be involved with establishing operational procedures which impact upon the organisation and/or the sections of the community served by it. Employees at this level would normally be expected to adopt a broader strategic perspective towards their work than employees at lower levels and should have a good understanding of the long-term goals of the organisation. They are required to set outcomes in relation to the organisation's agreed objectives and to devise strategies to achieve them.
- (c) Employees at this level are involved in the formation/establishment of policy, the procedures and work practices within the organisation and will be required to provide expert support and assistance to other employees or sections of the organisation. Employees at this level take a broad view of the development of the organisation and its policy, procedures and work practices.
- (d) Positions at this level will require responsibility for decision making and the provision of a high level of expert advice to the Executive Director, and with reference to the Executive Director, to the Management Committee and other areas of the organisation. Employees would be expected to undertake the control and coordination of the organisation and major work initiatives.
- (e) Employees at this level require a high level of proficiency in the application of conceptual approaches to new problems and opportunities that may lie outside the original field of specialisation.

### 2.6.2 Responsibilities

A position at this level may undertake the following responsibilities or others of similar value:

- (a) Undertake broadly similar work to that of Level 5 employees but of a wider scope and greater complexity, requiring considerable initiative and judgement;
- (b) Undertake duties of an innovative, novel and/or critical nature with little or no professional direction;
- (c) Provide authoritative specialist advice on policy matters and contribute to the development and review of policies, both internal and external;
- (d) Administer complex policy and program matters;
- (e) May undertake research and policy development work of a high level of complexity and may coordinate a consultancy service in these areas, without undertaking full management responsibilities;
- (f) May coordinate lobbying or networking activities requiring complex strategic planning.
- (g) Where prime responsibility lies in a specialist field an employee at this level:
  - Controls and coordinates projects within the organisation in accordance with organisational goals;



- Provides a consultancy service to a wide range of clients;
- Is involved in expert problem solving;
- Provides advice on policy and contributes to its development.
- Undertakes lobbying and advocacy work involving networking and policy development at a high level.

#### **6.6.3 Skills, knowledge and experience**

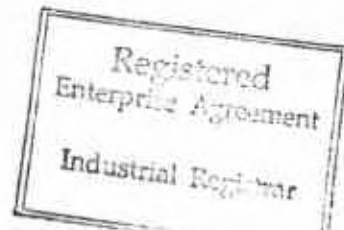
Some or all of the following are needed to perform work at this level:

- (a) Comprehensive knowledge of policies and procedures;
- (b) Application of a high level of discipline knowledge;
- (c) A high level of verbal and written communication skills, including the capacity to discuss and explain complex issues and ideas;
- (d) Strong strategic planning skills;
- (e) Strong policy analysis and research skills, where relevant;
- (f) Strong negotiation skills, where relevant;
- (g) A high level of interpersonal skills in dealing with the public and other organisations;
- (h) Supervisory skills, where relevant.

#### **6.6.4 Organisational relationships**

An employee at this level:

- (a) Works under limited direction from management;
- (b) Exercises a significant degree of autonomy;
- (c) Has significant delegated authority;
- (d) Manages significant projects and/or functions;
- (e) May supervise staff at lower levels, although overall responsibility for supervision of level 5 employees would normally lie at a higher level;
- (f) Does not undertake full management responsibility.



## **6.7 LEVEL 7**

### **6.7.1 Characteristics of the level**

- (a) Positions at this level may be identified by a high level of responsibility for organisational management and decision-making, the exercise of considerable independent judgement and delegated authority, and the provision of high-level expert advice.
- (b) General features of this level require employee's involvement in establishing policies and procedures which impact on activities undertaken and outcomes achieved by the organisation and/or activities undertaken by sections of the community served by the organisation.
- (c) Employees are involved in the formation/establishment of policy and the procedures and work practices within the organisation and will be required to provide assistance to other employees and/or sections.
- (d) Employees at this level are expected to undertake the control and coordination of key aspects of the work of the organisation. Employees require a strong understanding of the long-term goals of the organisation.
- (e) The management of staff is a feature at this level. Employees are required to set outcomes in relation to the organisation and may be required to negotiate matters on behalf of the organisation.
- (f) Employees at this level require a high level of proficiency in the application of conceptual approaches to new problems and opportunities which may lie outside the original field of specialisation.
- (g) Employees will have significant impact upon policies and projects and will be required to provide initiative and to formulate, implement, monitor and evaluate projects and work programs.

### **6.7.2 Responsibilities**

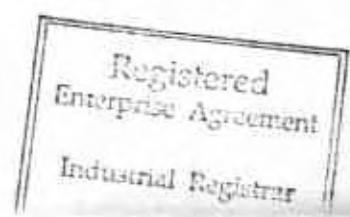
A position at this level may undertake the following responsibilities or others of similar value:

- (a) Undertake managerial or specialised functions under a wide range of conditions to achieve results in line with organisational goals;
- (b) Exercise managerial control, involving planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single discipline or multidiscipline operation;
- (c) Provide authoritative specialist advice on policy matters and contribute to the development and review of policies, both internal and external, including critical evaluation of government policy;
- (d) Administer complex policy, organisational and program matters;
- (e) Undertake networking, policy development and liaison at a high level.

### **6.7.3 Skills, knowledge and experience**

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

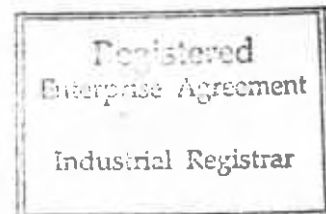
- (a) Comprehensive knowledge of policies and procedures;
- (b) Application of a high level of discipline knowledge;
- (c) A high level of verbal and written communication skills, including the capacity to discuss and explain complex issues and ideas;



- (d) Strong managerial and strategic planning skills;
- (e) Ability to exercise sound judgement in relation to complex issues;
- (f) Strong policy analysis and research skills, where relevant;
- (g) Strong negotiation skills, where relevant;
- (h) A high level of interpersonal skills in dealing with the public and other organisations;
- (i) Strong supervisory skills.

**6.7.4 Organisational relationships**

- (a) Works under limited direction;
- (b) Has substantial delegated authority;
- (c) Exercises high degree of autonomy.
- (d) Manages a section or small unit of the organisation;
- (e) Supervises staff at lower levels.



## **6.8 LEVEL 8**

### **2.8.1 Characteristics of the Level**

- (a) A person employed as a Level 8 employee shall be subject to broad direction from the Management Committee and the Chair and exercise managerial responsibility for the organisation.
- (b) General features of this level require the employee's involvement in the initiation and formulation of extensive projects or work programs which impact on the organisation's goals and objectives. Employees are involved in the identification of current and future options and the development of strategies to achieve desired outcomes.
- (c) Other features of this Level include providing specialised policy, technical, financial and strategic administrative advice on matters within the organisation and/or about external organisations such as government.
- (d) In addition, the employee will be required to develop and implement techniques, work practices and procedures in all facets of the work area.
- (e) Employees at this level require a high level of proficiency in the application of conceptual approaches to new problems and opportunities, which may lie outside the original field of specialisation.
- (f) Positions at this level will demand responsibility for decision making within the constraints of the policy and constitution of the organisation and require the employees to provide advice and support to all facets of the organisation.
- (g) Positions at this level may be identified by the significant independence of action within the constraints of the policies and constitution of the organisation.
- (h) Employees will have significant impact upon policies and projects and will be required to provide initiative and to formulate, implement, monitor and evaluate projects and work programs.

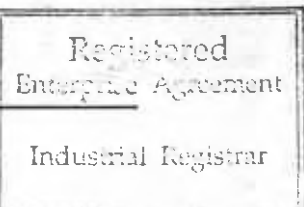
### **6.8.2 Responsibilities**

A position at this level will have responsibility for the management of all areas of the organisation within the context of the constitution and policies of the organisation. In addition, a position at this level may undertake the following responsibilities or others of similar value:

- (a) Undertake work of substantial scope and complexity. A major portion of the work requires initiative;
- (b) Undertake duties of innovative, novel and/or critical nature;
- (c) Undertake functions across a range of administrative, specialist or operational areas which include specific projects or activities, and the provision of high level advice;
- (d) Manage extensive work programs or projects in accordance with the goals of the organisation. This may require planning, budgeting, and the evaluation of outcomes;
- (e) Apply high level analytical skills in the attainment of the objectives of the organisation.

### **6.8.3 Skills, knowledge and experience**

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



- (a) Comprehensive knowledge of policies and procedures;
- (b) Application of a high level of discipline knowledge;
- (c) A high level of verbal and written communication skills, including the capacity to discuss and explain complex issues and ideas;
- (d) Strong managerial and strategic planning skills;
- (e) Ability to exercise sound judgement in relation to complex issues;
- (f) Strong policy analysis and research skills, where relevant;
- (g) Strong negotiation skills;
- (h) A high level of interpersonal skills in dealing with the public and other organisations;
- (i) Strong supervisory skills.

#### **6.8.4 Organisational relationships**

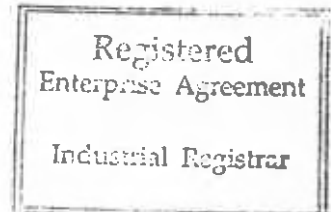
- (a) Subject to broad direction from the Management Committee and the Chair.
- (b) Exercise managerial responsibility for the organisation.
- (c) Exercise responsibility for the adequate supervision of staff.



**7. RATES OF PAY AND PAYMENT OF WAGES**

**7.1 Rates of Pay**

	From 1/12/99	From 1/9/00 (+3%)
<b>LEVEL 1</b>		
Step 1	25840	26615
<b>LEVEL 2</b>		
Step 1	30101	31004
Step 2	31115	32048
Step 3	32119	33083
Step 4	32967	33956
<b>LEVEL 3</b>		
Step 1	34622	35661
Step 2	35733	36805
Step 3	36844	37949
Step 4	38119	39263
<b>LEVEL 4</b>		
Step 1	41149	42383
Step 2	42664	43944
Step 3	44179	45504
Step 4	45694	47065
<b>LEVEL 5</b>		
Step 1	47936	49374
Step 2	49451	50934
Step 3	50966	52495
Step 4	52481	54055
<b>LEVEL 6</b>		
Step 1	53540	55146
Step 2	54752	56394
Step 3	55964	57643
Step 4	57075	58787
<b>LEVEL 7</b>		
Range: \$60-70,000		
<b>LEVEL 8</b>		
Range: \$60-75,000		





## **7.2 Adjustment to Rates of Pay and Wages**

The rates of pay in 7.1 shall be adjusted to reflect any changes to the NSW SACS Award that provide for rates for comparable classifications that are above the rates described in 7.1.

The rates of pay in 7.1, up to Level 6, shall be adjusted on 1 September each year. Rates will be increased by a no less than 1.5% and no more than 3%. The exact increase will be determined by reference to the annual rate of inflation measured by the Consumer Price Index (CPI). If the annual rate of inflation is 1.5% or less, rates shall increase by 1.5%. If the annual rate of inflation is 3% or more, rates of pay shall increase by 3%. If the annual rate of inflation is between 1.5% and 3%, rates of pay shall increase by the same amount (rounded off to the nearest one tenth of a percent). The one-off increase in CPI attributable to the introduction of a Goods and Services Tax shall be excluded from consideration for this purpose.

This range of CPI movements (between 1.5% and 3%) will be reviewed annually in the light of actual movements to ensure that staff are not disadvantaged in the event of significantly higher rates of inflation.

The rates of pay in for Levels 7 and 8, are subject to negotiations with the NCHF Management Committee on an individual basis each year, in conjunction with an annual performance appraisal.

After each 12 months of service, the wages of each employee will increase to the next step (or any other higher step) within the relevant classification, subject to satisfactory performance against mutually agreed performance goals established through an annual staff development appraisal. The date of the annual appraisal will be specified in the letter of appointment. The appraisal will take place no later than 6 weeks after the date specified in the letter of appointment. If the appraisal is delayed, any increase in salary will be backdated to the date of appraisal in the letter of appointment.

## **7.3 Payment of Wages**

All wages will be paid fortnightly by cash or cheque or electronic funds transfer by agreement between the employer and employee.

Wages will be paid during working hours on a weekday agreed by the employer and a majority of employees. Payment will be made not more than five days following the end of each pay period. The pay day selected, once agreed, will not be changed without agreement between the employer and a majority of employees.

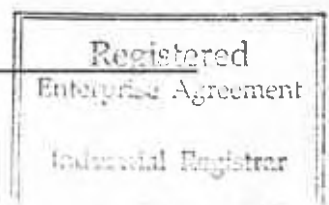
Upon termination of employment, wages due to an employee will be paid on the date of the termination or forwarded by post or by hand on the next working day.

An employer may deduct from pay any amounts as are authorised in writing by the employee, and deductions of income tax required by the Australian Taxation Office.

On pay days, the employer will give each employee a statement in writing of the gross salary and allowances to which he or she is entitled, the amount of deductions and the net amount to be paid.

## **8. HIGHER DUTIES ALLOWANCE**

Where the employer expects that an employee will be absent from the workplace for any five consecutive days or more in a 15 day period and wants another employee to substantially carry that employee's duties, the employer will formally request this in advance.



The employee will not be required to carry out these duties where this would lead to excessive overtime, or where it would be impractical to carry out the extra tasks in the time available. The skills required to perform the additional work will also be taken into account when the request is made.

An employee who is called upon by the employer to substantially perform the duties of another employee in a higher classification for any five consecutive days or more in a 15 day period will be paid for the days on which those duties are performed at least the rate for the higher classification.

An employee's wage will not be reduced where he or she is required to relieve another employee.

## 9. SUPERANNUATION

The employer will contribute on behalf of each eligible employee to the Health Employees Superannuation Trust Australia (HESTA) or an alternative superannuation fund nominated by the employee, such contributions as are required to comply with the Superannuation Guarantee (Administration) Act 1992.

The employer will provide each employee who is not a member of a superannuation fund with the relevant membership application form upon commencement of employment

Each employee will complete the application form and the employer will forward the completed form to the fund, aiming to do so within the first 4 weeks of commencement of employment.

The employer will apply to the fund to become a participating employer in the fund and shall become a participating employer upon acceptance by the trustee of the fund.

An employee may make contributions the fund in addition to those made by the employer by authorising the employer in writing to deduct such contributions from his or her wages and pay this amount regularly to the fund in accordance with its trust deed and rules. Such contributions will normally be made in whole dollars.

The employer will commence such payments within 14 days of receipt of the employee's authorisation.

An employee may vary his or her additional contributions by written authorisation to the employer and the employer will alter the additional contributions within 14 days of receiving the authorisation.

## 10. HOURS OF WORK AND OVERTIME

### 10.1 Purpose of hours of work clause

The purpose of this clause is:

- to ensure that each employee works, on average, no more or less than 73.5 hours per fortnight;
- to limit the extent to which employees work "unsocial hours" (e.g. evenings, weekends and public holidays) and compensate them when they do so;
- to ensure employees are regularly available for work during certain "core hours" so that the workplace functions efficiently;
- to encourage, within these constraints, flexible working hours arrangements to the benefit of employees and the employer.



### 10.2 Meaning of terms used

"*Ordinary weekly spread of hours*" means the band of hours in each week, within which employees would *normally* be expected to work (e.g. Monday to Friday, 8am to 6pm).

"*Ordinary fortnightly hours of work*" means the *average* number of hours an employee is expected to work each fortnight. The actual number may be more or less in any one fortnight.

"*Flexitime*" is an arrangement where the hours worked within the ordinary spread of hours but *outside* core hours may be worked at the employee's discretion on a flexible basis; although the employer may require additional ordinary hours to be worked where the efficient operation of the workplace reasonably requires it.

"*Core hours*" are the band of hours within any ordinary working day during which employees are expected to work, unless the employer agrees otherwise.

"*Overtime*" means hours worked *outside* the ordinary weekly spread of hours, or on a public holiday. Overtime can only be worked with the agreement of the employer.

"*Time off in lieu of overtime*" means paid time off in lieu of additional (or "Penalty") payments for overtime.

### 10.3 Ordinary weekly spread of hours

The ordinary weekly spread of hours are between:

- 8am and 6pm, Monday to Friday in the case of all employees except those employed in a classification with rates of pay at Level 7 or above;
- 8am and 7pm, Monday to Friday in the case of employees paid at the rates equivalent to Level 7 or above;

Two paid tea breaks of fifteen minutes each will be taken in each 7 hour period of duty. An unpaid lunch break of at least half an hour and not more than 2 hours will be taken within five hours of commencing work each day.

Time worked outside this spread of ordinary hours is overtime, and may only be worked with the authorisation of the employer.

### 10.4 Overtime

Any time worked *outside* the ordinary spread of hours is overtime, which will be compensated as follows:

#### a) Employees paid at Level 3 or less

These employees are entitled to payment at the rate of time and a half for the first 2 hours and double time thereafter for overtime work performed between Mondays and Fridays; and to payment at double time rates for any hours worked after 12 noon on Saturdays or on Sundays. In calculating overtime rates, each day will be counted separately.

Employees may, with the agreement of the employer, take time off in lieu of overtime payment, at the same rates.

#### b) Employees paid above Level 3

These employees are entitled to payment for such work at ordinary time rates or to take time off in lieu of payment at the rate of time and a half; except for work described below.

The choice of payment or time off in lieu will be made by agreement between the employee and employer, except in the case of those employed in a classification with rates of pay at Level 7 or above, in which case the employer will determine which option will apply.



In all cases, employees paid above Level 3 will take time off in lieu of the following overtime work on an hour-for-hour basis:

- up to 4 Saturdays each year to attend Policy Advisory Committee and similar meetings of the organisation; and
- travel time outside the ordinary weekly spread of hours.

#### 10.5 Time off in lieu of overtime

A record will be kept of time off in lieu of overtime accumulated at the end of each fortnight.

Where more than one weeks' working hours are accumulated as time-off at the end of any fortnight, the employee and employer will attempt to reach agreement to reduce this to 14 hours 42 minutes or less (or the appropriate proportion of this amount in the case of part-time employees) within the next 4 weeks. The employer may direct the employee to take time off (without loss of pay).

The options to reduce excess time off include:

- taking time off within the next 4 weeks;
- deferral of up to one weeks time off in each year, to be taken at an agreed time during the same year;
- payment at hour-for-hour rates (or the relevant penalty rate for employees paid at rates equivalent to Level 3 or below) for all or part of any overtime which was worked.

Where time off still exceeds one week's working hours after 4 weeks, any additional accumulated time off will be considered overtime and will be paid out at ordinary time rates (or the relevant penalty rate for employees paid at rates equivalent to Level 3 or below).

#### 10.6 Ordinary fortnightly hours of work

The ordinary hours of work for a full-time employee are 73.5 hours per fortnight on average.

The ordinary hours of work for a part-time employee are his or her prescribed fortnightly hours of work on average.

#### 10.7 Flex-time

Note: This sub-clause deals only with hours worked within the ordinary spread of hours. The ordinary fortnightly hours of work may be worked at any time within the ordinary weekly spread of hours, except that an employee is required to work during "core hours" unless time off during core hours has been agreed with the employer. Core hours include:

- the hours between 10.00am and 4.00pm on each day on which he or she is regularly required to work (subject to meal and breaks); and
- a minimum number of hours per fortnight, i.e. the employee's fortnightly hours minus two days.

Core hours may be varied by agreement between the employer and each employee. Some employees, because of the nature of their duties, may be regularly required to work core hours different to those in the previous paragraph.

Where an employee's ordinary hours in any fortnight exceed 73.5 hours, the excess hours are "flex-time credits". Where an employee's ordinary hours in a given fortnight are less than 73.5 hours, the shortfall is "flex-time debits".



**a) Flex-time credits**

An employee will not accumulate more than 14 hours 42 minutes of flex-time credits by the end of any fortnight without the employer's authorisation.

Where at least 14 hours 42 minutes are accumulated at the end of any fortnight, the employee will take one day off, at a date agreed with the employer, during the following fortnight. The employer will not unreasonably refuse such request, and may direct the employee to take time-off (without loss of pay). In exceptional circumstances, where this is not possible, the employer and employee may agree to defer the day off, to be taken within the following fortnight.

Where the arrangements in the previous two paragraphs have not been followed, or where they do not reduce flex-time credits to 14 hours 42 minutes or less, any flex-time credits in excess of 14 hours 42 minutes will be cancelled.

**b) Flex-time debits**

An employee will not accumulate in excess of 7 hours 21 minutes flex-time debit by the end of any fortnight without the agreement of the employer.

Where debits in excess of 7 hours 21 minutes are accumulated, the employee shall reduce the debit to 7 hours 21 minutes or less within the next fortnight.

**10.8 Part-time employees and flex-time**

Flex-time arrangements apply to part-time employees. For the purpose of calculating flex-time credits and debits for part-time employees, the limits in sub-clause 10.7 apply on a pro-rata basis.

**11. BREAKS AND PUBLIC HOLIDAYS****11.1 Employee not required to work without taking certain breaks, or on a public holiday**

An employee will not be required to work:

- for more than five hours without a meal break of at least half an hour;
- after 10PM in the evening;
- within 10 hours of finishing work the day before;
- during a public holiday listed below, or any additional public holidays gazetted by the New South Wales Government:
  - New Years Day
  - Australia Day
  - Good Friday
  - Easter Monday
  - Anzac Day
  - Queens Birthday
  - Labour Day
  - Christmas Day
  - Boxing Day
  - and one additional day each year on a date agreed with the employer.



**11.2 Overtime payable when employee agrees to work during the above times**

Where an employee agrees to work during these times at the employer's request, he or she will be working overtime, and will be entitled to payment at double-time rates (or at ordinary time rates plus time off in lieu of overtime at ordinary time rates).

**12. MEAL ALLOWANCE AND TRAVEL EXPENSES**

Where an employee works, with the employer's approval:

- for one hour or more after 7pm in the evening without reasonable opportunity to travel home for a meal; or
- for five hours or more on a weekend or public holiday;

he or she is entitled to:

- a meal allowance of \$22.65 for an evening meal or \$9.60 for breakfast (if relevant), reviewed in June annually in light of CPI increases and changes to public service conditions; and
- reimbursement of reasonable travel expenses (including taxi fares) to get home in the evening, or to and from home on the weekend.

**13. TRAVEL ALLOWANCE**

Where an employee is required by the employer to travel for work purposes and to stay overnight away from home, he or she is entitled to an allowance of \$9.60 for breakfast and \$22.65 for an evening meal, reviewed in June annually in light of CPI increases and changes to public service conditions.

The employer will also meet all reasonable accommodation and travel expenses, including airfares and taxi fares or airport parking (unless a taxi is less expensive).

**14. MOTOR VEHICLE ALLOWANCE**

Where the employer and an employee agree that the employee will use his or her own vehicle in the normal course of his or her employment, the employee shall be entitled to a Motor Vehicle Allowance at current Public Service rates (see Public Service Conditions of Employment 1997).

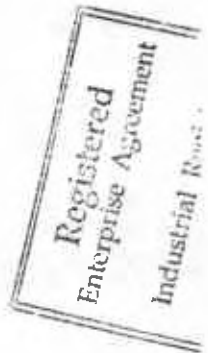
**15. CALL BACK**

Where an employee is "called back" to work after leaving the place of employment (e.g. on an evening or weekend), he or she is entitled to payment for a minimum of two hours' work, and will not necessarily be required to work for the full two hours.

**17. ANNUAL LEAVE**

An employee (other than a casual employee) is entitled to 4 weeks annual leave on his or her ordinary-time rate of pay for each continuous 12 month period of service with the employer.

Where an employee applies in writing and the employer agrees, and the employee has completed at least 1 month of any 12 month period of continuous service, the employee



may take in advance that portion of his or her annual leave entitlement that has already accrued.

Annual leave does not include any public holidays or days taken off on sick leave. If any public holiday falls within an employee's period of annual leave (and is observed on a day which would have been an ordinary working day for the employee), it will not be counted as part of his or her annual leave. Sick leave will be dealt with according to the Sick Leave clause.

Annual leave will normally be taken at a time agreed between an employee and the employer, within a period of not more than 6 months after the annual leave accrued (i.e. after the end of each 12 month period of continuous employment). Annual leave may only be deferred by agreement between an employee and the employer, and payment will not be made or accepted in lieu of annual leave, unless employment has been terminated.

An employee who has been employed continuously for 1 month or more and has not used up all of his or her annual leave entitlements at the time of termination of employment, is entitled to payment in lieu of annual leave, on a pro rata basis for each completed month of service.

In addition to his or her ordinary-time rate of pay, an employee taking annual leave is entitled to receive a loading of 17.5%. However, this loading will not apply to payments of annual leave entitlement on termination of employment.

## **18. SICK LEAVE**

An employee (other than a casual employee) is entitled to be absent without loss of pay on account of personal ill health or injury, for a period of up to and including fifteen working days in each twelve months of service. Proof of such illness or injury will be provided in a manner satisfactory to the employer for three or more consecutive days' absence from normal duties. A medical certificate signed by a qualified medical practitioner will be accepted as satisfactory evidence of illness.

An employee may use his or her sick leave entitlements for absences to provide care and support for a near relative (as defined in Clause 20. Personal and Family Leave) when they are ill or injured. This entitlement applies only in cases where the employee is responsible for, or shares responsibility for, the care of the person concerned. When an employee uses sick leave entitlements for this purpose, he or she will provide satisfactory evidence of the illness or injury, as described above.

If the full period of sick leave is not used in any one year, up to eight days of the fifteen days' entitlement will be carried forward into the following year.

Unused sick leave entitlements are not payable on termination of employment. The employer will not terminate the services of an employee during any period of sick leave to avoid the employer's obligations under this Clause.

Illness or injury sustained during annual leave is to be counted as sick leave and not deducted from annual leave entitlements, unless all accrued sick leave has been used.

## **19. MATERNITY AND PARENTAL LEAVE**

The purpose of this clause is to:

- enable mothers of a newborn child to be absent from work without loss of pay for a limited period before and after confinement, through Paid Maternity Leave;



- enable employees who are the parents of newborn, adopted or fostered children (or their partners) to care for them full-time for a fixed period without loss of employment (and for a shorter period without loss of pay), through Parental Leave.

### **19.1 Paid maternity leave**

An employee eligible for Paid Maternity Leave is entitled to 6 weeks' Paid Maternity Leave on her ordinary-time rate of pay. This will be taken at a time chosen by the employee but within the period 12 weeks before the expected date of confinement and 12 weeks after the actual date of confinement.

An employee eligible for Paid Maternity Leave is also entitled to up to 12 months' Parental Leave (including an additional 6 weeks of Paid Parental Leave) pursuant to 19.2 below, which will be inclusive of any Paid Maternity Leave taken after the birth of the child.

#### **(1) Eligibility for Paid Maternity Leave**

An employee (other than a casual employee) with at least 12 months' continuous service, who becomes pregnant and provides to the employer of a certificate from a qualified medical practitioner stating the presumed date of her confinement, is entitled to Paid Maternity Leave.

The 12 months' continuous service is counted up to the date she proposes to commence Paid Maternity Leave.

#### **(2) Commencement and completion of Paid Maternity leave:**

An employee will, at least 10 weeks prior to the presumed date of confinement, give notice in writing to her employer stating the presumed date of confinement.

The employee will give at least 4 weeks' notice in writing to her employer of the date upon which she proposes to commence Paid Maternity Leave and the period of leave to be taken.

The employer, by not less than 14 days notice in writing to the employee, may require her to commence Paid Maternity Leave at any time within the six weeks immediately prior to her presumed date of confinement; except to the extent that a medical certificate provided to the employer states that she is fit to continue employment for all or part of that period.

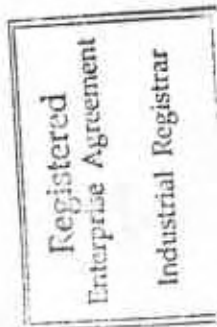
The total period of Paid Maternity Leave includes 6 weeks' compulsory leave to be taken immediately following confinement. This would normally be part of the 12 weeks' paid maternity leave.

Paid Maternity Leave will be taken in one unbroken period (or more periods by agreement with the employer) of 6 weeks, finishing within 12 weeks from the date of birth of the child. The period of leave may be varied by agreement with the employer.

#### **(3) Illness before commencement of maternity leave**

Where in the opinion of a qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work; the employee will, if practicable, be transferred to a safe job at the rate of and on the conditions attached to her normal job until the commencement of maternity leave.

An employee not yet on maternity leave who suffers illness associated with her pregnancy (or who cannot practically be transferred to a safe job in the circumstances above) and is advised by a qualified medical practitioner to take leave of absence, may use accrued sick leave entitlements for this purpose. If there is no sick leave entitlement





remaining, and she is advised to do so by a qualified medical practitioner, she may commence Paid Maternity leave early.

The employer may require the employee to take either sick leave or annual leave for such period.

Where the pregnancy of an employee terminates after 28 weeks other than by the birth of a living child, but before commencement of maternity leave; she is entitled to use up to 7 days of unused Paid Maternity Leave entitlements to assist with recovery. In addition, she may use accrued sick leave entitlements or a period of unpaid leave, as recommended by a qualified medical practitioner.

## **19.2 Paid and Unpaid Parental leave**

An employee eligible for Parental Leave is entitled to 12 months' leave to care for a newborn, adopted or fostered child, which includes any period of Paid Maternity Leave taken by the employee (pursuant to 19.1 above), and an additional 6 weeks' Paid Parental Leave. The remainder of the 12 months' entitlement is unpaid.

### **(1) Eligibility for Parental Leave**

The following employees, are eligible for Parental Leave if they are not casual employees and have served at least 12 months' continuous employment up to the date she or he proposes to commence Parental Leave:

- an expectant mother;
- the father of a newly born child or the partner of the mother of a newly born child;
- an employee (or the partner of an employee) who has been approved by the appropriate Government authority as an adoptive parent of a child under the age of five years who has not previously lived continuously with the employee concerned for a period of 6 months and who is not a child or step-child of the employee or of his or her partner.
- an employee (or the partner of an employee) who has been approved by the appropriate Government authority as a foster parent, for a period of 12 months or more, of a child under the age of 5 years who has not previously lived continuously with the employee concerned for a period of 6 months and who is not a child or step-child of the employee or of his or her partner.

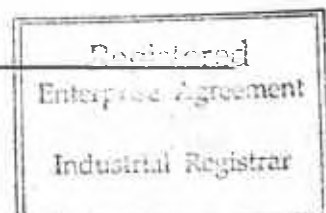
### **(2) Application for Parental Leave**

An expectant mother who wishes to apply for Parental Leave will apply for such leave at the same time as she applies for Paid Maternity Leave and will not be required to provide further supporting evidence.

An employee who is the father of a newly born child or the partner of the mother of a newly born child will, at least ten weeks prior to the presumed date of birth of the child, give notice in writing to his or her employer stating the presumed date of birth and will provide to the employer:

- a Statutory Declaration or affirmation (or where acceptable to the employer, a signed statement) stating that he expects to become the father of a child, or that his or her partner is pregnant; and
- a certificate from a qualified medical practitioner stating the presumed date of birth of the child.

An employee who has been approved by the appropriate authority as an adoptive or foster parent will, upon receiving notice of approval for such purpose from the authority, notify the employer of the presumed date of placement of the child. The employee will give notice no later than fourteen days before placement and provide:



- a statement from the adoption agency or other appropriate body giving the presumed date of placement of the child with the employee for adoption or fostering; or
- a statement from the appropriate Government authority confirming that the employee is to have custody of the child pending application for an adoption order; and
- in the case of the partner of an adoptive or foster parent, a statutory declaration or affirmation (or where acceptable to the employer, a signed statement) from the employee that he or she is the partner of an adopting parent.

In the case of relative adoption (adoption of a child by a parent, a partner of a parent or other relative being a grandparent, brother, sister, aunt or uncle, whether of the whole blood or half blood or by marriage), the employee will notify the employer within seven days of deciding to take a child into custody pending an application for an adoption order.

An employee who intends to apply for adoption leave and who commences employment with an employer after the date of the employee's approval for adoption purposes will, upon commencing employment, notify the employer indicating the period of adoption leave which the employee proposes to take. Such employee is only entitled to adoption leave if her or she has twelve month's continuous service with the employer prior to date on which the leave commences.

### **(3) Period of leave**

Paid Parental Leave will be taken in one unbroken period of 6 weeks (or more periods by agreement with the employer) either:

- within 12 weeks after the birth or placement of the child; and/or
- not more than 12 weeks prior to the expected date of confinement in the case of an expectant mother or her partner or the father of the child.

In the case of the mother of a newborn child, Paid Parental Leave will normally be taken immediately following a period of Paid Maternity Leave.

The employer, by not less than 14 days notice in writing to the mother of a newborn child, may require her to take Paid Parental Leave during the six weeks immediately following confinement; except to the extent that a medical certificate provided to the employer states that she is fit to continue employment for all or part of that period.

The remainder of the Parental Leave entitlement (which is unpaid) will be taken in one or two unbroken periods (or more by agreement with the employer) within 2 years after the birth or placement of the child, provided that leave will expire on the child's fifth birthday in the case of an adopted child, or the child's sixteenth birthday in the case of a fostered child.

In the case of expectant parents, Parental Leave will be cancelled when the pregnancy of the mother terminates after 28 weeks other than by the birth of a living child. However, an employee who is the expectant mother's partner or the expectant father will on written application to the employer be entitled to use up to 7 days of unused Paid Parental Leave entitlements in order to provide support to the mother.

Where the employer agrees, the employee may use accrued sick leave or commence Paid Parental Leave early, in order to provide support to the mother where she suffers an illness associated with the pregnancy.

Subject to the provisions below, Adoption Leave will begin after the date of approval for adoption purposes.

Leave may commence earlier than the notified date of placement where:

- the child becomes available for placement sooner than expected;



- an adoptive parent proposes to travel overseas for the purpose of taking custody of a child and gives the employer at least 14 days' notice of this.

Where the employee applies at least four weeks in advance to do so, and the employer agrees, she or he may commence an additional period of leave without pay on completion of her or his total period of Parental Leave.

#### **(4) Special Adoption and Fostering Leave**

An employee is entitled to unpaid Special Adoption and Fostering Leave where he or she (or his or her partner) is seeking to adopt or foster a child up to the age of 16 years and the employee wishes to attend any interviews, workshops, court attendances or medical examinations that are necessary for this purpose. The employee will give reasonable notice to the employer of the employee's desire to take Special Adoption and Fostering Leave. Special Adoption and Fostering Leave entitlements do not exceed two days in total, but up to five days unpaid leave may be taken by agreement between the employee and the employer.

### **19.3 Provisions common to Parental Leave and Paid Maternity leave**

#### **(1) Variation of the period of leave**

By giving at least 14 days notice in writing, an employee may shorten or lengthen the period of leave to be taken; provided this is done once only within the total period of leave (except by agreement with the employer) and does not extend the total period of leave beyond the entitlements outlined in this clause.

#### **(2) Parental and Paid Maternity Leave and Other Leave Entitlements**

Provided the total period of leave does not exceed 52 weeks; an employee may take any accrued annual leave or long service leave to which she or he is entitled at the time that leave commences.

Paid sick leave and other paid leave entitlements (excluding annual leave or long service leave) are not available to an employee during absence on Paid Maternity leave or Parental Leave.

#### **(3) Termination of Employment**

An employee may terminate her or his employment at any time during the period of leave by giving notice in writing in accordance with this Agreement.

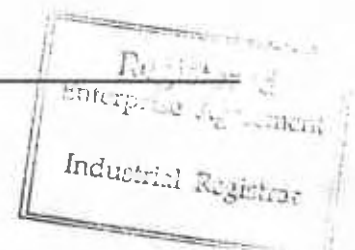
The employer will not terminate the employment of an employee on the grounds of her pregnancy or of her or his absence on Paid Maternity leave or Parental Leave, but otherwise the rights of an employer in relation to termination of employment are not affected.

#### **(4) Return to work**

An employee will confirm her or his intention of returning to her work by notice in writing to the employer, at least four weeks prior to the completion of leave.

Once this period of notice has expired, the employee is entitled to the position which she or he held immediately before commencing leave. An employee who was transferred to a safe job is entitled to the position which she or he held immediately before such transfer.

Where such a position no longer exists but there are other positions available for which the employee is qualified and which she or he is capable of performing, the employee is entitled to a position as nearly comparable in status and salary to that of the former position.



Where an employee applies to the employer at least four weeks prior to the completion of leave, and the employer agrees, she or he may return to work on the basis of shorter weekly working hours than those of the former position for a period of up to 52 weeks, up to two years after the birth of the child.

#### **(5) Replacement Employees**

A replacement employee is an employee specifically employed or transferred to fill a vacancy arising due to Paid Maternity leave or Parental Leave.

Before the employer employs a replacement employee or transfers an existing employee under this sub-clause, the employer will inform him or her of the temporary nature of the employment or transfer and of the rights of the employee who is being replaced.

This sub-clause does not imply that the employer is required to engage a replacement employee.

## **20. PERSONAL AND FAMILY LEAVE**

### **20.1 Purpose of clause:**

The purpose of this clause is to

- enable employees with caring responsibilities to take a limited amount of time off during ordinary working hours without loss of pay to meet those responsibilities, where it would be unreasonable to expect them to make alternative arrangements;
- enable all employees to take a limited amount of time off without loss of pay for personal reasons such as bereavement or moving house.

### **20.2 Meaning of terms**

"Personal and Family Leave" means leave for personal or family purposes.

"Family Purposes" include caring for a near relative, dealing with an emergency concerning a near relative, or attending to business concerning the care of a near relative or the education of a dependent child, where:

- the employee has or shares primary responsibility for care (e.g. is the parent of a dependent child);
- these tasks cannot reasonably be done outside working hours; and
- alternative care arrangements are either inappropriate, unavailable or impractical.

A "near relative" means:

- a partner or de facto partner;
- a dependent child;
- a parent or step-parent (or parent-in-law);
- a grandparent or step-grandparent (or grandparent-in-law);
- another relative as agreed between the employer and the employee;
- another person with whom the employee has a significant bond.

"Personal Purposes" includes attending the funeral of a near relative, or moving house.



**20.3 Eligibility for Personal and Family Leave**

An employee is entitled to a total of up to and including 7 days Personal and Family Leave on full pay for each 12 months continuous service with the employer.

Entitlements will not accumulate from year to year.

The entitlement for paid leave for family purposes is up to and including 5 days each year, and the entitlement for personal purposes is up to and including 7 days each year; as long as the total amount of Personal and Family Leave is not greater than 7 days in any year.

**20.4 Application for Personal and Family Leave**

Where practical, an employee wishing to take Personal and Family Leave will notify the employer before taking leave, stating the reasons for seeking leave.

The employee will as soon as practicable (before or after taking leave) apply in writing for leave, stating the reason in the application.

Where the reason is the illness of a person requiring care or the usual care-giver, and the employee is absent for more than three consecutive days, the employee will provide a medical certificate with his or her application.

Where the reason is business concerning the care of a near relative or the education of a dependent child, the employer may require documentation on the purpose of the application from the relevant authority (e.g. school).

**21. CHILD CARE**

An employee responsible for the care of a child will, in an emergency, be entitled to bring the child to work, where this does not conflict with the performance of his or her duties.

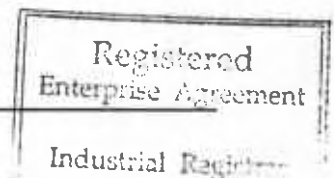
**22. LONG SERVICE LEAVE**

An employee is entitled to Long Service Leave pursuant to the relevant state Long Service Leave Act, provided that:

- the entitlement is for three months Long Service Leave after and in respect of each 10 years' service;
- leave will normally be taken at a time agreed with the employer within eighteen months of entitlement, and if it has not been taken after fifteen years' service the employer may require that it be taken on three months' notice;
- an employee is entitled to pro-rata long service after five years' service, to be taken at a time agreed with the employer;
- an employee is entitled to payment in lieu of any accrued Long Service Leave, on termination of employment after five years' service.

**23. STAFF TRAINING**

The employer will consult regularly with all employees regarding staff training and development plans for the workplace.



An employee may, with the prior approval of the employer, attend conferences, training courses and seminars relevant to his or her work, during normal working hours without loss of pay.

An employee is entitled to four hours per week study leave without loss of pay to attend personal studies relevant to his or her work, where the course of study is approved by the employer in advance. Study leave may be accumulated within each year for the purpose of preparation for examinations in courses of study approved by the employer. An employee is also entitled, subject to prior employer approval, to leave without loss of pay to attend examinations (including time reasonably taken to travel to and from the place where an examination is conducted) in courses of study approved by the employer. Approval of study leave will be subject to the employer's convenience and will not unreasonably affect the operation of the workplace, but will not be unreasonably withheld.

## **24. LEAVE WITHOUT PAY**

On application by an employee, the employer may, at its discretion, grant to an employee leave without pay for any purpose.

## **25. CONTINUITY OF SERVICE**

For the purpose of calculating entitlements under this Agreement, service is considered to be continuous regardless of:

- absence from work on paid leave, which is taken into account and counted as time worked;
- the end of a funding period for a project;
- unpaid absences, although unpaid absences will not be counted as time worked except in the case of unpaid absences of less than one week.

## **26. GRIEVANCE AND DISCIPLINARY PROCEDURE**

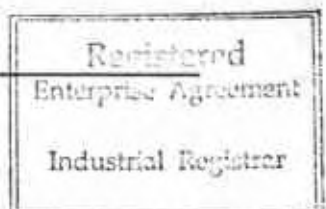
### **26.1 Grievance procedures**

Where an employee has a substantial complaint about his or her working conditions or working arrangements, he or she will first raise the matter with his or her supervisor, and a meeting will be held to attempt to identify the problem (if any) and attempt to resolve it.

Where this procedure does not resolve the problem, or where it would be inappropriate (e.g. in the case of complaint about the supervisor), the Union may request a meeting with representatives of the employer to attempt to identify and resolve the problem.

Once this request is made in writing, a balanced number of employer and union representatives will meet (in place of the above procedure) to attempt to resolve the matter.

Where this does not resolve the problem, the matter may be referred by either party for conciliation and/or arbitration to the Industrial Relations Commission of NSW.



**26.2 Disciplinary procedures**

Where the employer has substantial concerns about the work performance or conduct of an employee, the following procedure will be followed.

The following procedure does not preclude the supervisor from informally raising a concern with an employee; but such an informal meeting is not counted as the "first meeting".

**a) First meeting**

Firstly, the employee's supervisor will discuss the matter privately with the employee. Adequate warning will be given of this first meeting and a union member is entitled to have a union representative present (if the union agrees). The purpose of this meeting is to attempt to identify the problem (if any) and reach agreement on action to resolve it. The supervisor will make a record of the meeting for the employee's personnel file after discussing this with the employee.

The employee will have access to the file and be given the opportunity to make his or her comments.

Where action is agreed to resolve a problem, a time-frame within which significant improvement can reasonably be expected may be agreed upon. A follow-up meeting may then be organised as above to discuss progress in resolving the problem.

**b) Meeting with union**

Where this procedure has not been followed in the first place, or where action to resolve a problem cannot be agreed, or where the procedure would be inappropriate, the union may instead request a meeting between the union and the employer. Once this request is made in writing, a balanced number of employer and union representatives will meet (in place of the above procedure) to attempt to resolve the matter.

**c) Second meeting**

If a substantial problem with work performance or conduct was identified at the first meeting and the supervisor believes the problem has not sufficiently improved, or there was agreement that a second meeting should be held, a second meeting will be held between the employee and his or her supervisor, as described above. The purpose of this meeting will again be to attempt to reach agreement on the nature of the problem and on action to resolve it (if this was not achieved in the first meeting), or to assess progress on any agreed action to resolve a problem identified at the first meeting.

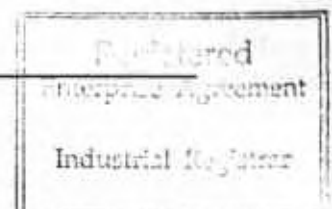
**d) Written warning**

If a problem identified at the first meeting has not sufficiently improved, the Executive Director may, after the second meeting, issue to the employee a written warning. The warning will identify the problem and give the employee a reasonable opportunity to improve his or her work performance or conduct, and warn that dismissal action may be taken if this improvement does not occur. A copy of this clause of the agreement will also be given to the employee at this time.

Where a written warning has been given to a union member, a copy will also be given to the representative of the union in the office, or forwarded to the Branch Secretary. The union will be given a reasonable opportunity to meet with the employer to discuss the matter before dismissal action is taken.

**e) Personnel records**

Where the problem (if any) has been resolved, all records of the matter on the employee's personnel file will be removed one year after this procedure has been completed.



**f) Confidentiality**

Confidentiality will be strictly maintained (including material in personnel files) by all parties, unless the employer and employee agree otherwise.

**27. TERMINATION OF EMPLOYMENT****27.1 Termination process**

The employer will not terminate the employment of an employee unless the disciplinary procedure in this agreement has been completed; except in the cases of casual employees, fixed term employees whose period of employment has expired, or termination for conduct which justifies instant dismissal.

**27.2 Notice of termination by employer**

In order to terminate the employment of an employee (other than a casual employee or termination for conduct which justifies instant dismissal), the employer will give him or her four weeks' notice in writing.

Employees over 45 years of age at the time of the giving of notice who have at least two years' continuous service with the employer, are entitled to an additional 1 weeks notice (other than termination for conduct which justifies instant dismissal).

Payment, at the employee's current ordinary-time rate of pay, may be made in lieu of all or part of the period of notice.

**27.3 Notice of termination by employee**

The notice of termination to be given by an employee is the same as that required of the employer, except that there is no additional notice based on the age of the employee.

If an employee fails to give notice, the employer has the right to withhold monies due to the employee up to the ordinary-time rate of pay for the period of notice.

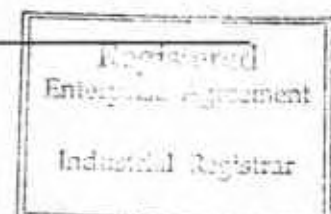
**27.4 Time-off during notice period**

Where the employer has given notice of termination to an employee (other than termination for conduct which justifies instant dismissal), he or she is allowed up to one day's time-off without loss of pay for the purpose of seeking other employment. The time-off will be taken at times that are convenient to the employee after consultation with the employer.

**27.5 Certificate of service**

Upon termination of employment for any reason, the employer will provide the employee with a certificate of service in the following form:

- a. Employee's name;
  - b. Period of employment (From..., To...);
  - c. Title of Position;
  - d. Salary scale;
  - e. Nature of work (including if applicable, details of numbers of other staff and/or volunteers supervised by the employee);
  - f. Name of Employer.
- Signed: (Executive Director)  
Date:





**27.6 Summary dismissal**

The employer has the right to summarily dismiss any employee without notice for misconduct which justifies instant dismissal, provided the reasons for such dismissal are first given to the employee by the Executive Director in writing. In such case wages will be paid up to the time of dismissal only.

**27.7 Unfair dismissal**

Termination of employment by an employer will, whether with or without notice, not be harsh, unjust or unreasonable.

Except where a distinction, exclusion or preference is based on the inherent requirements of a particular position, termination on the ground of race, colour, sex, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction, disability and/or social origin will be regarded as harsh, unjust or unreasonable.

In the event of a dispute regarding an alleged unfair dismissal, the employer and union will meet to attempt to resolve the dispute (if requested by either party). If the dispute cannot be resolved in this way, it may be referred by either party to the Industrial Relations Commission of NSW for conciliation and/or arbitration.

**28. CONSULTATION ABOUT CHANGE IN THE WORKPLACE****28.1 Notifying employees and the union about changes:**

By the time that the employer has made a definite decision to introduce major changes in program, organisation, structure or technology (including the engagement of any additional fixed term employees and/or the contracting out of substantial work currently performed by an employee) that are likely to have a significant effect on employees, the employer will notify the employees who may be affected by the proposed changes, and also the Australian Services Union (through either the workplace representative or the Branch Secretary).

"Significant effects" include redundancy, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; changes in the designation of staff positions; changes in hours of work; the need for substantial retraining; transferring of employees to other work or locations; and the restructuring of jobs.

However, they do not include changes for which this agreement makes provision. These will be dealt with according to the procedure outlined in the relevant clause of this Agreement.

**28.2 Discussing changes**

On request from employees affected or the Union, the employer will promptly discuss with the employees affected and the Union the introduction of the changes referred to in this sub-clause, the effects such changes are likely to have on employees, and measures to avoid or reduce any negative effects of such changes on employees. The employer will give prompt consideration to matters raised by the employees and/or the Union. On request, the employer will also provide in writing to the employees concerned and the Union, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other

matters likely to affect employees. However, the employer is not required to disclose confidential information, where to do so would reasonably be regarded as contrary to the employer's interest.

## 29. REDUNDANCY

### 29.1 Scope of this clause

This clause applies only to redundancy: that is, termination of employment arising from a decision by the employer that it no longer wishes the job of an employee to be done by anyone (e.g. due to stopping or reduction of grant or project funding).

This clause will only apply to employees with more than one year's continuous service, who are not casual employees or fixed term employees whose period of employment has expired.

This clause will not apply where employment is terminated as a result of conduct that justifies instant dismissal.

In cases where this clause does not apply, the employer is only required to comply with other relevant clauses in this agreement (e.g. termination of employment), to give an indication of the impending redundancy at the first reasonable opportunity, and to take reasonable steps to help the employee obtain suitable alternative employment.

### 29.2 Notification and discussions before redundancy

The requirements in clause 28 for the employer to notify and discuss changes apply to redundancy. This means that the employer will notify employees affected and the union by the time a definite decision has been made that the employer no longer wishes the job any employee has been doing to be done by anyone; where that decision may lead to termination of employment.

### 29.3 Transfer to lower paid duties

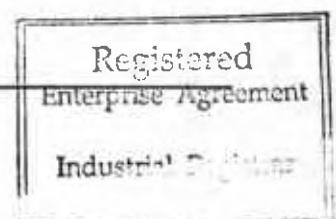
Where an employee is transferred to lower paid duties because the employer no longer wishes his or her job to be done by anyone, the employee is entitled to the same period of notice of transfer, as if his or her employment had been terminated. The employer may make payment in lieu of all or part of the required notice period.

### 29.4 Severance Pay

In addition to the period of notice prescribed for ordinary termination a redundant employee is entitled to the severance pay as outlined below:

Period of Employment	Age under 45	Age Over 45
1 year or less	nil	nil
1 year and less than 2 years	4 weeks' pay	5 weeks' pay
2 years and less than 3 years	7 weeks' pay	8.75 weeks' pay
3 years and less than 4 years	10 weeks' pay	12.5 weeks' pay
4 years and less than 5 years	12 weeks' pay	15 weeks' pay
5 years and less than 6 years	14 weeks' pay	17.5 weeks' pay
6 years and over	16 weeks' pay	20 weeks' pay

For the purpose of this sub-clause:



- *"week's pay"* means the employee's current ordinary time hourly rate of pay multiplied by the average of weekly ordinary-time hours (excluding overtime) worked over the past 52 weeks;
- severance payments will not exceed the amount which the employee would have earned if employment with the employer had continued up to the employee's normal retirement date, or the end of the period of engagement in the case of a fixed term employee.
- the employer, in a particular redundancy case, may make application to the Industrial Relations Commission of NSW to have this severance pay prescription varied on the basis of the employer's incapacity to pay.

#### **29.5 Advice to employees of future vacancies**

Where, within one year from the date on which an employee is made redundant the employer wishes to engage a person to perform the same or similar work as that previously performed by that employee, the employer will take all reasonable steps to notify the employee of the vacancy.

#### **29.6 Employee leaving during notice**

A redundant employee may terminate his or her employment during the period of notice and will still be entitled to all benefits and payments under this clause up to the date of termination by the employee.

#### **29.7 Alternative employment**

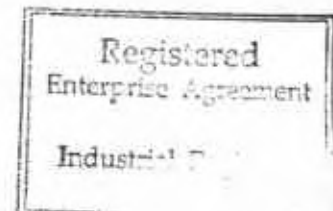
The employer, in a particular redundancy case, may make application to the Industrial Relations Commission of NSW to have the amount of severance pay varied if the employer obtains acceptable alternative employment for an employee.

#### **29.8 Time off during notice period**

During the period of notice of termination given by the employer an employee will be allowed up to one days' time off without loss of pay during each week of notice for the purpose of seeking other employment.

#### **29.9 Notice to government authorities**

The employer, will on request from a redundant employee, notify and provide relevant information to government authorities requiring information from the employer in order to provide services (such as unemployment benefits or employment and training services) to the employee.





## **30. UNION ACTIVITIES**

### **30.1 Notification of union representation**

Upon employment, all employees will be advised that the Australian Services Union is the Union that represents employees in relation to this agreement, and of the avenues to join the Union.

### **30.2 Union Delegates**

On being notified in writing by the Union that an employee has been appointed as a workplace delegate, the employer will recognise the employee as an accredited representative of the Union and allow him or her:

- reasonable time in working hours (without loss of pay) to perform the tasks required to effectively represent the members in the workplace;
- reasonable private access to all Union members to discuss Union business and to non-union members for recruitment purposes.
- reasonable access to the representatives of the employer for the purpose of resolving issues of concern to the members.

### **30.3 Union training**

Upon written application to the employer, an employee will be granted up to and including five working days' trade union training leave on ordinary pay in each calendar year (to accumulate to a maximum of ten days over two years) to attend short trade union training courses or seminars. The employer will not be required to meet any costs associated with the training (except for the payment of wages and/or higher duties allowance to other employees relieving the employee).

The total leave available to all employees may be combined to form a pool of leave. The pool may be used to allow individual employees to take up to ten days' leave in any one year.

The scope, content and level of the course or seminar should contribute to a better understanding of industrial relations. Courses or seminars conducted by or with the support of the Australian Services Union (ASU) will be considered to do so.

Applications for leave to attend short courses other than those conducted by or with the support of the Australian Services Union (ASU) are to include details of the scope, content and level of the course or seminar, and of the authority which is conducting or overseeing it.

The granting of trade union training leave will be subject to the employer's convenience and will not unreasonably affect the operation of the organisation. It will not be unreasonably withheld.

### **30.4 Union meetings**

Union members are entitled to reasonable time off with pay within working hours to attend relevant Union meetings in the workplace or locality, or general meetings of Union members, provided that:

- reasonable notice to the employer is given by the Union or a delegate in the workplace; and

- the operation of the organisation is not unreasonably disrupted.

### **30.5 Disadvantaging an employee due to union activities**

The employer will not dismiss or threaten to dismiss an employee or disadvantage an employee in his or her employment because that employee:

- (a) is (or has been) or proposes (or proposed) to become an officer, delegate or member of the Australian Services Union; or
- (b) seeks rights or conditions of employment to which he or she is entitled under this Agreement or relevant industrial legislation; or
- (c) has appeared or proposed to appear as a witness or has given or proposed to give evidence in a proceeding under the Industrial Relations Act 1988, as amended; or
- (d) is dissatisfied with his or her conditions of employment; or
- (e) is a member of the Australian Services Union and was absent from work for the purpose of.
  - carrying out authorised duties as an officer or delegate of the Union;
  - carrying out such duties where he or she applied for such absence in advance and leave was unreasonably refused or withheld; or
- (f) takes or proposes to take lawful action (within the limits of authority expressly conferred on them by the Union) for the purpose of furthering the industrial interests of the Union or its members.

### **30.6 Union right of entry**

An officer of the Australian Services Union authorised in writing by a Branch Secretary of the Union (in accordance with the Workplace Relations Act 1996, as amended) may at any time during working hours enter a workplace in which work to which this Agreement applies is being carried on.

He or she may also inspect any work, books or documents, and copy any books or documents, and interview any employee who is a member (or a person eligible to be a member) of the Union in the workplace. However, the officer will not hinder or obstruct an employee in the performance of his or her work during working hours, or unreasonably disrupt the operations of the organisation.

The officer will seek the consent of the employer to engage in these activities, and consent will not unreasonably be withheld.

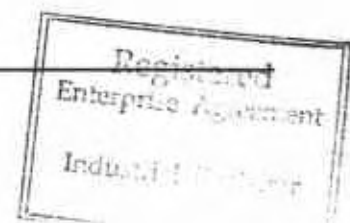
### **30.7 Display of this Agreement and union notices**

A copy of this Agreement will be kept in a convenient place so that all employees may read it, and a copy will be provided to all new employees on engagement.

The employer will allow notices from the Union to be posted in a convenient place so that an employee may read them.

## **31. JURY SERVICE**

An employee (other than a casual employee) required to attend for jury service during his or her ordinary working hours will be reimbursed by the employer an amount equal to the difference between the amount paid for their attendance for jury service, and the wages they would receive for the ordinary time they would otherwise have worked.



An employee will notify their employer as soon as possible of the date on which he or she is required to attend for jury service. The employee will also give the employer documentary proof of his or her attendance, the duration of attendance and the amount received for service.

## **32. ACCIDENT MAKE-UP PAYMENT**

### **32.1 Meaning of terms and scope of clause**

"Accident make-up payment" means payment of the difference between the amount of compensation paid on a regular (e.g. weekly or fortnightly) basis to the employee according to the relevant Workers' Compensation Act or Ordinance and the employee's ordinary-time rate of pay.

This clause will only apply to an incapacity which results from an injury received on or after 19 March, 1990.

### **32.2 Entitlement to accident make-up payment**

The employer will pay an employee accident make-up payment where the employee receives an injury for which regular (e.g. weekly or fortnightly) payments of compensation are payable by or on behalf of the employer according to the provisions of the appropriate Workers' Compensation Act or Ordinance, as amended from time to time.

### **32.3 Period of payment**

The liability of the employer to pay make-up payment in accordance with this clause commences at the date of the injury or accident in respect of which compensation is payable under the appropriate Act or Ordinance.

Make-up payment will commence from the time that regular weekly or fortnightly compensation payments commence (taking into account any back-payment of compensation); and will end when the incapacity ceases, or when 39 weeks have passed since the date of injury, whichever is sooner.

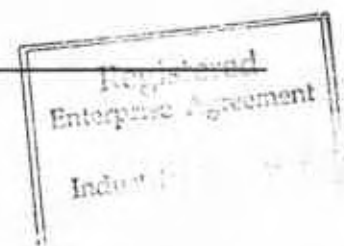
Make-up payment will normally be made on a fortnightly basis, except in the case of back-payment (where there is a corresponding back-payment of compensation).

In the event that the employee receives a lump sum in redemption of weekly payments under the appropriate Act or Ordinance, the liability of the employer to pay accident make-up payment ceases from the date of redemption.

The termination of the employee's employment for any reason during the period of incapacity will not affect the liability of the employer to pay accident make-up payment.

## **33. CIVIL LIABILITY**

In the event that an incident occurs in the ordinary course of an employee's employment which is due directly or indirectly to the employee carrying out his or her duties, the employer will accept legal responsibility for any civil action which may result directly or indirectly from the incident, including any claim for damages against the employee.



## 34. WORKING FROM HOME

The purpose of working at home is to enhance the capacity of individual employees to perform their work efficiently. While it is recognised that working at home may also facilitate greater flexibility in relation to work and family responsibilities, this is not the primary objective of this agreement. Working at home should not, for example, be seen as a regular alternative to child care.

Where an employee requests it, and the work of other employees and the functioning of the workplace would not be unreasonably affected, the employer and employee may agree that part of his or her working hours be worked at home.

No employee will be required by the employer to work from home. Every employee will work the majority of his or her weekly hours of work from the office. Some employees, whose work requires their presence in the office during working hours, will not be able to work from home. This applies to those employees whose position requires them to be available in the workplace for a substantial part of the week to answer telephones, to maintain databases, or to assist other employees in the performance of their work.

Working from home arrangements may apply to permanent or fixed term employees (including both full and part time employees), but will not normally apply to casual employees.

A working from home arrangement may be agreed between the employee and his or her supervisor in the case of a once-off arrangement; but must be agreed in writing between the employee and the employer in the case of a regular arrangement.

The hours involved on once-off working at home arrangements will be negotiated in each case by the employee and his or her supervisor.

The conditions for approval and implementation of working from home arrangements are set out below. Where an application meets the requirements set out in this agreement, it will not be unreasonably refused.

### 34.1 Approval of a working from home arrangement

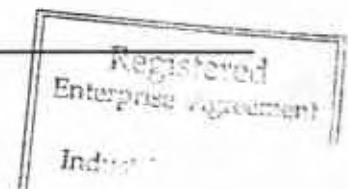
Prior to entering into a working from home arrangement, the employer and employee will make all reasonable efforts to discuss the proposal with any other employees who may be affected.

A decision by the employer to approve a working at home arrangement will be based upon the following criteria:

- the nature of the work is such that it can be performed at home;
- the work can be done in an efficient and effective manner;
- the home environment accords with occupational health and safety standards;
- the employee is available to take urgent phone calls and these can be redirected from the office;
- the security and confidentiality of information and files can be reasonably assured;
- the employee agrees to meet the conditions specified in clause 34.2.

### 34.2 Conditions applying to working from home arrangements

In the case of a regular working at home arrangement, the conditions pertaining to the arrangement will be set down in a written agreement between the employee and the Director, on behalf of the employer. A written agreement is not required for once-off arrangements.



Generally speaking, the same level of supervision and accountability for work performed, and the same standards of occupational health and safety, will apply to work performed from home as to work performed in the office.

Work at home should generally be done within the band of hours for the employee's position specified in the workplace industrial agreement. Work outside these hours will not be counted as overtime unless approved in advance by the employee's supervisor, as required by that agreement.

The employee is expected to:

- provide to his or her supervisor written details of hours worked at home and, if requested, the work that was carried out;
- attend regular staff meetings and other meetings or activities of direct relevance to their position (unless otherwise agreed);
- be available for telephone contact during the hours worked at home;
- take reasonable steps to ensure that the security and confidentiality of information and files is protected;
- in the case of a regular working at home arrangement, to allow the employer access to the home workplace where this is requested on reasonable grounds (e.g. to ensure compliance with occupational health and safety requirements) and at least one day's notice is given.

The employer is expected to:

- provide or meet the costs of consumable items (e.g. telephone calls, facsimile costs, paper) where these costs are reasonably incurred in the performance of work at home and receipts are presented;
- meet all workers compensation obligations (including "make up pay" as specified in the workplace industrial agreement) in respect of hours worked at home in accordance with this "Working at home" agreement;
- take steps to ensure that the employee has reasonable opportunities to participate in the workplace, including fair access to training and promotional opportunities.

This clause does not require the employer to provide or maintain equipment such as computers, facsimile machines desks or chairs used for home-based work, unless these are owned by the employer.

#### **34.3 Variation and cancellation of regular working at home arrangements**

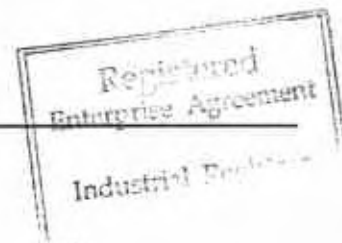
Where the conditions in clause 34.2 above are consistently not being met, and after reasonable warning has been given, the employer or employee may cancel a regular working at home arrangement.

Otherwise, once a regular working at home arrangement is in place, at least 3 week's notice must be given by either the employee or the employer before the arrangement may be substantially changed, except by agreement or in an emergency.

### **35. AMENITIES**

The employer will provide reasonable toilet and washing facilities for the use of employees.

The employer will supply and maintain reasonable heating and cooling appliances for the safe and healthy functioning of the workplace.





### **36. OCCUPATIONAL HEALTH AND SAFETY**

The employer will take all reasonable action to ensure the health and safety of employees and will, in consultation with all employees, adopt and implement appropriate health and safety policies and practices.

All necessary protective clothing and safety equipment will be provided free of cost for use of each employee, where necessary to protect the employee or his or her clothing, or where required by the employer to be worn or used.

These items remain the property of the employer and will be maintained by the employer free of cost to the employee.

### **37. FIRST AID**

An employee who holds a current first aid certificate issued by the St. John's Ambulance Association or Australian Red Cross Society or equivalent qualification, and who is required by the employer to perform first aid duty at the workplace, will be paid an allowance of \$6.51 per week.

A first aid kit, as required by the law of the State or Territory concerned, or if there is no relevant law, as recommended by the St. John's Ambulance Society or other recognised body, will be provided and maintained at the workplace by the employer.

