

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/199

TITLE: Spastic Centre of New South Wales (Allied Professional Staff) Enterprise Agreement 2004

I.R.C. NO: IRC6/1744

DATE APPROVED/COMMENCEMENT: 24 March 2006 / 24 March 2006

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**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 16 June 2006

DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees who have a relevant degree or equivalent together with some relevant experience who are engaged in providing services relating to all professional practice areas including physiotherapy, occupational therapy, speech therapy, social work and psychology, who fall within the coverage of the Spastic Centre of New South Wales (Allied Professional Staff) (State) Award 2004.

PARTIES: The Spastic Centre of New South Wales -&- the Health Services Union

SPASTIC CENTRE OF NEW SOUTH WALES (ALLIED PROFESSIONAL STAFF) ENTERPRISE AGREEMENT 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 1744 of 2006)

Before The Honourable Justice Boland

24 March 2006

AWARD

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2. Definitions

"Allied Health Professional" An employee who has a relevant degree or equivalent together with some relevant experience who provides services relating to all professional practice areas including physiotherapy, occupational therapy, speech therapy, social work and psychology.

The duties required to be undertaken by a therapist in any of the following classifications shall remain within the therapist's skills and competence, as set out in Part B, Allied and Related Services Role Family Matrix.

Where The Spastic Centre requires the therapist to perform any or all of the tasks related to a particular level within the matrix, the therapist must possess relevant skill and competence to perform such tasks. Where the therapist does not possess such skills and competence, appropriate training shall be facilitated.

The Spastic Centre's staff establishment (i.e. numbers and categories of therapists and position levels) is reviewed and set annually and is based on client needs and service performance outcomes. Employee workloads and budgetary constraints will also be taken into account in the development of the staff establishment.

Therapist - Level 1

Implements interventions. Deals with enquiries from, and follows-up, straightforward clinical and professional issues with relevant stakeholders. Their work is supervised and reviewed regularly by a team leader/manager. After a minimum twelve (12) months service at Stage 1 and if assessed as fully competent, an employee may move to a Stage 2 wage rate (See Part C, Monetary Rates - Tables 1 to 3). Must be assessed as fully competent at this level before moving to Level 2.

Therapist - Level 2

Deals with enquiries from, and follows up, complex, clinical and professional issues with relevant stakeholders. Performs at the proficiency level in the discipline - performs standard professional level tasks with a thorough and advanced competence. Required to supervise students. After a minimum twelve (12) months service at Stage 1 and if assessed as fully competent, an employee may move to a Stage 2 wage rate (See Part C, Monetary Rates - Tables 1 to 3). Must be assessed as fully competent at this level before moving to Level 3.

Therapist - Level 3

Deals with enquiries from, and follows up, complex, clinical and professional issues with relevant organisations, including state and national organisations. Individually, or as a team member, undertakes complex and/or medium size projects and/or service assignments requiring advanced experience at either the starting specialist level in a specific field within a discipline, or at the principal specialist level in a discipline. Assists higher levels and provides formal supervision to an agreed number of staff and students. After a minimum twelve (12) months service at Stage 1 and if assessed as fully competent, an employee may move to a Stage 2 wage rate (See Part C, Monetary Rates - Tables 1 to 3). Must be assessed as fully competent at this level before moving to Level 4.

Therapist - Level 4

Trains or develops staff and is considered an expert in the discipline. Provides formal supervision to staff and post-graduate students, as well as, providing strategic leadership on complex, legal and policy issues. Develops and implements new methodologies. Advises on/reviews service/project feasibility and identifies and recommends solutions to significant Spastic Centre needs.

"Base Rate" - means the figure/rate used as the basis for the calculation of the amount of:

- (a) the benefits package
- (b) Superannuation
- (c) Annual Leave Loading

"Benefits Package" is the amount of the remuneration package that is exempt from Fringe Benefits Tax (FBT)

"Casual Employee" A person who is engaged on an hourly basis, otherwise than as a permanent part-time or full-time employee and shall only be employed in circumstances where another employee is absent.

"Full-time employee" A person employed to work for 38 hours per week

"Gross Equivalent" is the monthly salary as set out in Part B of this award and is the figure upon which an employee's 'Total Remuneration Package' is calculated.

"Permanent Part-time employee" A person who is permanently appointed to work a specified number of hours less than those prescribed for a full time employee.

"Programme Manager" An employee who manages up to 20 professional staff. Assumes responsibility for the efficient and effective utilisation of human, material and financial resources and is accountable for achieving programme objectives on time and within budget. Assists in establishing strategy and policy guidelines and reviews the process and compliance with The Spastic Centre's strategies and policies.

"Team Leader" An employee who leads up to 5 to 15 professional staff in programs that are very complex and/or large or multiple smaller programs. Sets objectives and develops plans and schedules/rosters for programs and services. Ensures programs/services meet service delivery targets/agreements

"Temporary Employee" A person who is engaged for a continuous but limited period.

"The Union" shall mean the Health Services Union ('HSU').

"The Centre" shall mean The Spastic Centre of New South Wales Limited and also includes its wholly owned subsidiaries The Spastic Centre of New South Wales (Venee Burgess House), The Spastic Centre of New South Wales (Therapy Services), The Spastic Centre of New South Wales (Community Access Services), The Spastic Centre of New South Wales (Accommodation - North), The Spastic Centre of New South Wales (Accommodation - South) and The Spastic Centre of New South Wales (Accommodation - Hunter).

"Total Remuneration Package" is the term used to describe the employee's total earnings, including Superannuation and Annual Leave Loading

3. Salaries

Salaries shall be as set out in Part C - Monetary Rates, and will commence from the first pay period on or after the commencement date of this award. Classifications and Gradings are as set out in Part B - Allied and Related Services Role Family Matrix

4. Employees' Duties

- (i) The Centre may direct an employee to carry out such duties as are within the limits of the employee's skills, competence and training consistent with the classification structure of this award provided that such duties are not designed to promote deskilling.

- (ii) The Centre may direct an employee to carry out such duties and use equipment as may be required provided that the employee has been properly trained in the use of such equipment.
- (iii) Any direction issued by The Centre pursuant to paragraphs (i) and (ii) shall be consistent with The Centre's responsibilities to provide a safe and healthy working environment.
- (iv) All employees covered by this award will complete the required service delivery statistics accurately and on time.
- (v) All employees covered by this award will contribute towards their team's monthly service performance benchmarks. Each employee's personal contribution towards their team's monthly service performance benchmarks shall be determined in consultation with their team's leader. Furthermore, employees must comply with all other legislative requirements of their role.
- (vi) Focus groups consisting of management and employee representatives from the allied health groups shall be established and convened to discuss award conditions, when required.

In addition, a working party consisting of management and Union representatives from the allied health groups shall be established and convened if and when required.

5. Hours of Work, Meal Breaks and Penalty Rates

- (i) The ordinary hours of work for full time employees, exclusive of meal times, shall not exceed 152 hours per 28 calendar days, to be worked Monday to Friday, inclusive, between the hours of 8.00 am and 6.00 pm.

An employee or group of employees may be required, after prior consultation, to work their ordinary hours between the hours of 7.30 am and 9.00 pm Monday to Saturday.

Periods of ten minutes shall be allowed for morning and afternoon tea, which shall be counted as time worked; alternatively, where circumstances dictate, there shall be one break of 20 minutes either in the morning or afternoon

- (ii) The hours of work prescribed in subclause 5(i) shall be worked in the following ways:
 - (a) 152 hours per 28 calendar days, to be arranged in order that an employee shall not be required to work their ordinary hours on more than 20 days in the cycle; or
 - (b) The hours of work prescribed for full-time employees shall be arranged in such a manner that in each work cycle of 20 days no employee shall be required to work his/her ordinary hours on more than 19 days in such cycle, provided that there shall be a maximum accrual of 12 days in any calendar year.
- (iii) The employees' Allocated Day Off-duty (ADO) prescribed in subclause (ii) (b) of this clause shall be determined by agreement between the employee and their manager/team leader, having regard to the needs of the clients, their team or programme thereof, provided that, by agreement allocated days off may accumulate to a maximum of 12 days and may be taken at an agreed time.

Any untaken ADO's cannot be carried through to the next year and will be forfeited. ADO's cannot be paid out (except upon termination).

- (iv) Time not exceeding one hour and not less than thirty minutes shall be allowed for a meal which shall be taken between the third and fifth hour after commencing work. Where an employee is called upon to work during a meal break, such time shall count as ordinary working time.
- (v) Employees whose ordinary hours cease after 6 pm Monday to Friday shall be paid a penalty of 12.5% for only those worked hours after 6.00pm. Employees who are required to work ordinary hours on a Saturday shall be paid a penalty of 50%.

6. Training Guarantee

- (i) A sum of at least \$200.00 per annum shall be available to full time employees to attend conferences, seminars, workshops or travel to other services to increase their professional skills.

This amount shall not include the wages of the employee, and where the amount is not used in any one year, the amount shall accumulate from year to year.

- (ii) The provisions of (i) shall apply to Permanent Part-time employees on a pro rata basis.
- (iii) Access to the provisions of (i) and (ii) shall be based on fairness and equity to all entitled employees.

7. Permanent Part-Time Employees

- (i) A Permanent Part-time employee shall mean one who is permanently appointed to work a specified number of hours, which are less than those prescribed for a full time employee. In addition, locum staff employed for periods in excess of 3 months will be paid as permanent part time unless they have been employed under the provision of Clause 9, Temporary Employees.
- (ii) The spread of ordinary hours of Permanent Part-time employees shall be as set out in Clause 5-Hours of Work etc, and employees shall be paid for the actual number of hours worked each week an amount of salary which bears the same proportion to the salary prescribed in Clause 3-Salaries, as the hours bear thirty-eight.
- (iii) All other provisions of this award, except Clause 5-Hours of Work (ii) and (iii) shall apply on a pro rata basis.

8. Casual Employees

- (i) A casual employee is one who is engaged and paid by the hour otherwise than as a permanent part time or full time employee.
- (ii) Casual employees shall be paid one thirty-eighth of the appropriate rate prescribed by clause 3, plus a loading of 10 per cent with a minimum payment of 2 hours for each engagement.
- (iii) Casual employees who are required to work on Saturdays, Sundays or public holidays shall, in lieu of the loading prescribed in subclause (ii) of this clause, be paid the following allowances:
 - (a) For work done on Saturday, an allowance of 50 per cent.
 - (b) For work done on Sunday, an allowance of 75 per cent.
 - (c) For work done on a public holiday, an allowance of 150 per cent.
- (iv) Casual employees shall not be entitled to the provisions of Clause 5, Hours of Work etc; Clause 10, Overtime; Clause 12, Public Holidays; Clause 16, Sick Leave; and Clause 28, Termination of Employment.

Note: Casual employees are entitled to pro rata payment in lieu of annual leave in accordance with the *Annual Holidays Act 1944*.

- (v) Personal Carers Entitlement for casual employees
 - (a) Subject to the evidentiary and notice requirements in Clauses 17(i)(b) and 17(i)(d) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in Clause 17(i)(c)(2) who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.
- (vi) Bereavement entitlements for casual employees
- (a) Subject to the evidentiary and notice requirements in Clause 18 casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in Clause 20.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

9. Temporary Employees

- (i) Fixed term or task contracts of employment may be offered and such temporary employees engaged where necessary to meet the genuine occupational requirements of The Centre, which may include but not be limited to parental leave, limited term funding arrangements, long-term relief, or forthcoming service reductions. Such temporary employees may include "locum" staff.
- (ii) Additional hours and/or shifts that do become available should, however, be offered in the first instance to permanent part-time employees prior to any decision to engage temporary employees.
- (iii) The provision of clause 29, Redundancy Provisions, will not apply to such employees.

10. Overtime

Employees shall work reasonable overtime when required by The Centre. All overtime shall be authorised.

- (i) Full-time employees -
 - (a) All time worked by employees outside the hours prescribed by Clause 5-Hours of Work etc., or in excess of the ordinary hours of work shall be paid overtime.
 - (b) The rate of overtime shall be time and one-half for the first 2 hours and double time thereafter.
 - (c) For the purposes of assessing overtime each day shall stand alone, provided that where any one period of overtime is continuous and extends beyond midnight, all overtime hours in this period shall be regarded as if they occurred within the one day.
- (ii) Permanent Part-time employees -

Overtime is payable where an employee is required, on any day, to work in excess of the rostered daily ordinary hours of work for full time employees, or who work in excess of 76 hours per fortnight.

(iii) Recall -

Employees recalled to work overtime after leaving The Centre's premises, or required to provide assistance to clients via telephone, whether notified before or after leaving the premises, shall be paid for a minimum of 4 hours work at the base ordinary rate on such day for each time so recalled or 2 hours for telephone consultations; provided that, except in unforeseen circumstances arising, employees shall not be required to work the full minimum number of hours prescribed above if the job they were recalled to perform is completed within a shorter period.

(iv) Time Off In Lieu of Overtime -

By agreement between The Centre and employee, an employee may be compensated by way of time off in lieu of payment for overtime on the following basis:

- (a) it must be taken at overtime rates if not taken within three months of accrual
- (b) employees cannot be compelled to take time off in lieu of overtime
- (c) records must be maintained by the employer

11. Travel

For those staff who are required to travel intrastate or interstate as part of their normal work, the following will apply:

The Centre will pay for all meals, accommodation, travel and reasonable expenses. An allowance of \$50 per day per person will be paid to cover expenditure, including meals and reasonable expenses, with all unspent monies to be returned to The Centre. It is the individual employee's responsibility to duly account for and record all expenditure. Where practicable, all expenditure must be approved by the manager, prior to departure.

12. Public Holidays

- (i) For the purposes of this award the following shall be deemed to be public holidays, viz. New Year's Day, Australia Day, Good Friday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday for the State.

In addition to those public holidays specified in this subclause, employees shall be entitled to an extra public holiday each year. Such public holiday shall occur on a date, which is agreed upon between The Union and The Centre and shall be regarded for all purposes of this clause as any other public holiday.

- (ii) A public holiday occurring on an ordinary working day shall be allowed to employees on full pay. Where an employee is required to and does work on any of the holidays set out in subclause (i) of this clause, such work shall be paid for at the rate of double time and one-half with a minimum payment for 4 hours work.

13. Annual Leave

- (i) See *Annual Holidays Act 1944*.
- (ii) An employee may elect with the consent of the employer subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single day periods or part thereof in any calendar year at a time or times agreed by the parties.

14. Annual Leave Loading

- (i) Employees who under the *Annual Holidays Act 1944*, become entitled to annual leave shall be paid an annual leave loading of 17.5 per cent of the appropriate ordinary weekly rate of pay prescribed by this

award for the classification in which the employee was employed immediately before commencing his/her annual holiday.

- (ii) Such loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the *Annual Holidays Act 1944*.
- (iii) Before an employee is given and takes an annual holiday or where by agreement between the employee and The Centre, the annual holiday is given and taken in more than one separate period, then before each of such separate periods The Centre shall pay the employee the loading in accordance with subclause (i) of this clause.
- (iv) No loading is payable where the annual holiday is taken wholly or partly in advance; provided, however, that if the employment of such an employee continues until the day upon which he/she would have become entitled under the Act to such annual holiday the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with the award rate of wages applicable on such day.
- (v) Where the employment of an employee is terminated by The Centre for a cause other than misconduct and at the time of termination the employee has not been given and has not taken the whole of an annual holiday to which he/she became entitled, he/she shall be paid a loading calculated in accordance with subclause (i) for the period not taken.
- (vi) Where, in accordance with the Act, The Centre's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees concerned
 - (a) An employee who is entitled under the Act to an annual holiday and who is given and takes such a holiday shall be paid the loading calculated in accordance with subclause (i) of this clause.
 - (b) An employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid in addition to the amount payable to him/her under the Act such proportion of the loading that would have been payable to him/her under this clause if he/she had become entitled to an annual holiday prior to the close-down as his/her qualifying period of employment in completed weeks bears of 48.
 - (c) An employee and The Centre may agree to defer payment of the annual leave loading in respect of single day absences until at least five consecutive annual leave days are taken.

15. Long Service Leave

As per *Long Service Act 1955*, as amended

16. Sick Leave

Full-time employees -

- (i) A full time employee shall be entitled to sick leave on full pay calculated by allowing seventy-six ordinary hours of work of each year of continuous service. Any unused leave shall remain to the employee's credit.
- (ii) All periods of sickness shall be certified to by a registered medical practitioner; provided, however, that The Centre may dispense with the requirements of a medical certificate where the absence does not exceed two consecutive days or where in The Centre's opinion the circumstances are such as not to warrant such requirements.
- (iii) The Centre shall not change the rostered hours of work for any employee fixed by the roster or rosters applicable to the seven days immediately following the commencement of sick leave merely by reason of the fact that the employee is on sick leave.

- (iv) The payment for any absence on sick leave in accordance with this clause during the first three months of employment an employee may be withheld by The Centre until the employee completes such three months of employment at which time the payment shall be made.
- (v) Each employee shall take all reasonably practicable steps to inform The Centre of his or her inability to attend for duty and as far as possible state the estimated duration of the absence. Where practicable such notice shall be given within twenty-four hours of the commencement of such absence.
- (vi) Permanent Part-time employees -

A Permanent Part-time employee shall be entitled to sick leave in the same proportion as the average weekly hours worked over the preceding twelve months or from the time of the commencement of employment, whichever is the lesser, bears to thirty-eight ordinary hours of one week. Such entitlements shall be subject to all the above conditions applying to full-time employees.
- (vii) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to full pay on workers' compensation: provided, however, that where an employee is in receipt of compensation which is less than full pay, The Centre shall pay to an employee who has sick leave entitlements under this clause the difference between the amount received as workers' compensation and full pay. The employee's sick leave entitlement under this clause shall, for each week during which such difference is paid be reduced by the proportion of hours which the difference bears to full pay. On the expiration of available sick leave, weekly compensation payments only shall be payable.
- (viii) If an award holiday occurs during an employee's absence on sick leave then such award holiday shall not be counted as sick leave.

17. State Personal/Carer's Leave

- (i) Use of Sick Leave
 - (a) An employee other than a casual employee, with responsibilities in relation to a class of person set out in (c) who needs the employee's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for at Clause 16-Sick Leave of the award, for absences to provide care and support for such persons when they are ill or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
 - (b) The employee shall, if required:
 - (1) establish either by production of a medical certificate or statutory declaration the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person, or
 - (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.
 - (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (1) The employee being responsible for the care of the person concerned; and
 - (2) The person concerned being:
 - (A) A spouse of the employee, or
 - (B) A de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or

wife of that person on a bona fide domestic basis although not legally married to that person. For the purpose of this clause, the word "spouse" shall include a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

- (C) A child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (D) A same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis, or
- (E) A relative of the employee who is a member of the same household where for the purposes of this paragraph:

"relative" means a person related by blood, marriage of affinity

"affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

"household" means a family group living in the same domestic dwelling.

- (d) An employee shall, wherever practicable, give The Centre notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify The Centre by telephone of such absence at the first opportunity on the day of absence.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.

Where the parties are unable to reach agreement the disputes procedure at Clause 25 should be followed.

(ii) Unpaid Leave for Family Purpose

An employee may elect, with the consent of The Centre, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in sub paragraph (ii) of paragraph (c) above who is ill or who require care due to an unexpected emergency.

(iii) Annual Leave

- (a) An employee may elect with the consent of The Centre, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding ten days in single-day periods or part thereof in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and The Centre may agree to defer payment of the annual leave loading in respect of single-day absences until at least five consecutive annual leave days are taken.
- (d) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due

- (iv) Time Off in Lieu of Payment for Overtime
 - (a) For the purpose of providing care and support for a person in accordance with subclause (I) of this clause, and the provision of Clause 10-Overtime, the following provision shall apply.
 - (b) An employee may elect, with the consent of The Centre, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve (12) months of the said election.
 - (c) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
 - (d) If, having elected to take time as leave in accordance with paragraph (a) above the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
 - (e) Where no election is made in accordance with the said paragraph (a) the employee shall be paid overtime rates in accordance with this award.
- (v) Make-up Time
 - (a) An employee may elect, with the consent of The Centre, to work 'make up time', under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- (vi) Allocated Days Off (ADO)
 - (a) An employee may elect, with the consent of The Centre, to take an allocated day off at any time.
 - (b) An employee may elect, with the consent of The Centre, to take allocated days off in part day amounts.
 - (c) An employee may elect, with the consent of The Centre, to accrue some or all allocated days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee or subject to reasonable notice by the employee or the employer.
 - (d) This subclause is subject to The Centre informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of ADO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

18. Compassionate Leave

- (i) An employee shall be entitled to a maximum of three (3) days' leave without loss of pay on each occasion and on production of satisfactory evidence of the death of a person prescribed for the purposes of Personal/Carer's Leave in Clause 17 (i) (c) (2), provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (ii) An employee shall not be entitled to compassionate leave under this clause during any period in respect of which the employee has been granted other leave.
- (iii) Compassionate leave may be taken in conjunction with other leave available under subclauses (Clause 17 (i), (ii), (iii), (iv), (v) and (vi)) in the said clause (Personal Carer's clause). In determining such a request The Centre will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- (iv) An employee shall be entitled to compassionate leave where the employee is forced to be absent from duty because of unforeseen urgent pressing necessity, eg floods or bushfires, which prevent attendance

for duty. Such leave shall be limited to the time necessary to cover the immediate emergency. The period of paid leave will be limited to one day on each occasion.

- (v) An absence occasioned by personal exigencies which might fairly be regarded as an obligation on the employee, rather than The Centre, to make good, or absences of time in excess of that provided for in subclauses (i) to (ii) above, may be covered by the grant of leave without pay, or if the employee so desires, charged against available annual leave credits.

19. Parental Leave

- (i) All employees are entitled to parental leave in accordance with the provisions of the *Industrial Relations Act 1996*.

(ii)

- (a) Full-time employees and permanent part-time employees are eligible for paid parental leave in accordance with the following provisions:

- (b) Permanent employees are eligible for paid parental leave when they have completed at least three (3) years of continuous service.

- (c) Employees who are eligible for paid parental leave are entitled to such leave as follows:

- (1) Paid Component of Parental Leave:

- (A) Paid Maternity Leave - an eligible employee is entitled to four weeks paid maternity leave at ordinary pay from the date the maternity leave commences. In addition, an eligible employee will receive one week's leave at ordinary pay for four (4) consecutive fortnights, on returning to their normal duties.

Maternity leave may commence up to nine weeks prior to the expected date of birth. It is not compulsory for an employee to take this period off work. However, if an employee decides to work during this period, it is subject to the employee being able to satisfactorily perform the full range of normal duties.

- (B) Paid Paternity Leave - an eligible employee is entitled to one week paid paternity leave in any one year at ordinary pay, which must commence within four weeks of the birth of the child (Eligible employees will be as defined in the *Industrial Relations Act 1996*.)

- (C) Paid Adoption Leave - an eligible employee is entitled to paid adoption leave of four weeks from and including the date of taking custody of the child. In addition, an eligible employee will receive one week's leave at ordinary pay for four (4) consecutive fortnights, on returning to their normal duties.

- (D) Such leave may be paid:

- (i) on a normal fortnightly or monthly basis;
- (ii) in advance in a lump sum for the first four (4) weeks of entitlement;
- (iii) for the first four (4) weeks of entitlement at the regular fortnightly basis for maternity or adoption leave.

Annual and/or long service leave credits can be combined with periods of maternity leave or adoption leave on half pay to enable an employee to remain on full pay for that period.

- (2) Unpaid Component of Parental Leave:
- (A) Unpaid Maternity Leave - An employee is entitled to a further period of unpaid maternity leave of not more than forty-eight (48) weeks.
 - (B) Unpaid Paternity Leave - An employee is entitled to a further period of unpaid paternity leave of not more than three (3) weeks, to be taken in conjunction with a period of paid paternity leave, unless otherwise agreed by the employer and employee.
 - (C) Unpaid Adoption Leave - An employee is entitled to unpaid adoption leave as follows:
 - (i) where the child is under the age of twelve (12) months - a period of not more than forty-eight (48) weeks from date of taking custody;
 - (ii) where the child is over the age of twelve (12) months - a period of up to forty-eight (48) weeks, such period to be agreed upon by both the employee and the employer.
 - (iii) an employee who has once met the conditions for paid maternity leave and paid adoption leave will not be required to again work the three (3) years continuous service in order to qualify for a further period of maternity leave, unless:
 - (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement or after her services have been otherwise dispensed with: or
 - (b) the employee has completed a period of leave without pay of more than forty (40) weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay or leave without pay associated with an illness of injury compensable under the Workers' Compensation Act.
 - (D) An employee who intends to proceed on maternity or paternity leave should formally notify the employer of such intention as early as possible, so that arrangements associated with the absence can be made. Written notice of not less than eight (8) weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.
 - (E) In the case of notification of intention to take adoption leave, due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify their employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.
 - (F) After commencing maternity leave or adoption leave, an employee may vary the period of her maternity leave or adoption leave, once, without the consent of the employer and otherwise, with the consent of the employer. A minimum of four (4) weeks' notice must be given, although an employer may accept less notice if convenient.
 - (G) Any person who occupies the position of an employee on parental leave must be informed that the employee has the right to return to her former position. Additionally, since an employee also has the right to vary the period of her maternity leave or adoption leave, offers of temporary employment should be in

writing, stating clearly the temporary nature of the contract of employment. The duration of employment should also be set down clearly, to a fixed date or until the employee elects to return to duty, whichever occurs first.

- (H) When an employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual and long service leave and any period of maternity leave or adoption leave on half pay is taken into account to the extent of one-half thereof when determining the accrual of annual and long service leave.
- (I) Except in the case of employees who have completed ten (10) years service, the period of parental leave without pay does not count as service for long service leave purposes. Where the employee has completed ten (10) years service the period of parental leave without pay shall count as service for long service leave purposes provided such leave does not exceed six (6) months.
- (J) Parental leave without pay does not count as service for incremental purposes. Periods of parental leave on full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.
- (K) Where public holidays occur during a period of paid parental leave, payment is at the rate of parental leave received, that is the public holidays occurring in a period of full pay parental leave are paid at the full rate and those occurring during a period of half pay leave are paid at the half rate.
- (L) If because of an illness associated with her pregnancy an employee is unable to continue to work then she can elect to use any available paid leave (sick, annual and/or long service leave) or to take sick leave without pay.
- (M) Where an employee is entitled to paid maternity leave, but because of illness, is on sick, recreation, long service leave, or sick leave without pay prior to the birth, such leave ceases four (4) weeks prior to the expected date of the birth. The employee then commences maternity leave with the normal provisions applying.
- (N) Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obliged, as far as practicable, to provide employment in some other position that she is able to satisfactorily perform. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.
- (O) In the event of a miscarriage any absence from work is to be covered by the current sick leave provisions.
- (P) In the case of stillbirth, an employee may elect to take sick leave, subject to the production of a medical certificate, or maternity leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.
- (Q) An employee who gives birth prematurely, and prior to proceeding on maternity leave shall be treated as being on maternity leave from the date leave is commenced to have the child. Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.
- (R) An employee returning from parental leave has the right to resume their former position. Where this position no longer exists the employee is entitled to be placed in a position nearest in status and salary to that of her former position and for which the employee is capable or qualified.

- (S) Employees may make application to their employer to return to duty for less than the full-time hours they previously worked.

Employees who return to work under this arrangement will be paid a pro-rata amount of the additional four (4) weeks paid maternity or adoption leave at ordinary pay as set out in clause (ii) (c) (1) (A).

- (T) Where an employee becomes pregnant while on maternity leave, a further period of unpaid maternity leave shall be granted. Should this second period of maternity leave commence during the currency of the existing period of maternity leave, then any residual maternity leave from the existing entitlement lapses.

A permanent employee who has returned to work after parental leave, must complete at least one (1) year of continuous service prior to the expected date of birth or prior to the date of taking custody of the child before they can again become eligible for paid parental leave.

- (iii) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996* (NSW)) because:

- (a) the employee or employee's spouse is pregnant; or
- (b) the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

- (iv) Right to request

- (a) An employee entitled to parental leave may request the employer to allow the employee:
 - (1) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (2) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (3) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

- (b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under Clause 19 must be recorded in writing.

- (d) Request to return to work part-time

Where an employee wishes to make a request under Clause 19 such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

- (v) Communication during parental leave
 - (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
 - (1) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (2) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
 - (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return or other contact details which might affect the employer's capacity to comply with Clause 19.
 - (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

20. Relieving Other Members of Staff

An employee required by The Centre or authorised representative to relieve continuously for one week or more an employee in a higher classification and who satisfactorily performs the whole of the duties and assumes the whole of the responsibilities of the higher classification shall be entitled to receive, for the period of relief, the minimum pay of such higher qualification.

21. Jury Service

- (i) An employee required to attend for jury service during ordinary working hours shall be reimbursed by The Centre an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wage he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service.
- (ii) An employee shall notify The Centre as soon as possible of the date upon which he/she is required to attend for jury service. Further, the employee shall give The Centre proof of his/her attendance, the duration of such attendance and the amount received in respect of such jury service.

22. Payment and Particulars of Salaries

- (i)
 - (a) All wages and other payments shall be paid monthly no later than the 15th day of the month. The pay shall be made up to a day not more than three days prior to the day of payment.
 - (b) Employees of The Centre at the time of this award taking effect must elect and notify The Centre of the manner that remuneration will be paid, as set out in Part B - Monetary Rates, Tables 1 to 3 inclusive.
 - (c) Employees shall have their salary paid into an account with a bank, a building society or Credit Union, as nominated by the employee. The Centre shall deposit salaries in sufficient time to ensure that wages are available for withdrawal by employees by no later than payday.
 - (d) Notwithstanding the provisions of subclause (i) of this clause, an employee who has given or who has been given the required notice of termination of employment in accordance with Clause 27-Termination of Employment, shall be paid all monies due prior to ceasing duty on the last day of employment.

Where an employee is summarily dismissed any monies due shall be paid as soon as possible after such dismissal or termination but in any case not more than three days thereafter.

- (e) On the day after pay day, an employee, in respect of the payment then due, shall be furnished with a payslip containing the following particulars, namely: name, the amount of ordinary salary, the amount of their benefits package, the total number of hours of overtime worked (if any), the amount of any overtime payment, the amount of any other monies paid, the purpose for which they are paid, the purpose for which they are paid and the amount of deductions made from total earnings and the nature thereof.
- (f) In the case of an overpayment, The Centre will provide documentary evidence of the overpayment to the employee. Following confirmation of the overpayment and by mutual agreement between The Centre and employee, the employee will repay the overpayment in reasonable instalments over a reasonable period of time.

(ii) Remuneration Packaging

- (a) On or subsequent to the commencement of this award, all new employees commencing employment with The Centre and working a minimum twenty (20) hours a week, except casuals, will be required to be paid in the form of a remuneration package. The terms and conditions of such a package shall not, viewed objectively, be less favourable than the entitlements otherwise available under this award.
- (b) The Centre shall ensure that the structure of the package complies with taxation and other relevant laws.
- (c) A copy of the package and associated documentation will be made available to the employee, and will be signed by both The Centre and employee
- (d) The configuration of the package shall remain in force for the period of the current award.
- (e) The Centre will provide employees the option of either a quarterly or monthly statement, which will outline an opening balance, the full monthly allocated amount, any expense reimbursements made during the quarter or month and a closing balance.
- (f) Where at the end of the month, the full amount allocated to the benefits package has not been fully utilised, the unused amount will be carried forward to the next month and continues to accrue until used by the employee. However, employees will not be allowed to carry forward any unused amount from one Fringe Benefits Taxation (FBT) year to another and must ensure that any unused amount is used by no later than 30 March each year.
- (g) In the event that The Centre ceases to attract exemption from Fringe Benefits Taxation (FBT), The Centre undertakes to pay the amount of the benefit as salary, ie the gross equivalent salary.
- (h) In the case of voluntary or involuntary termination from The Centre, the employee may receive any outstanding benefits in cash, but this will be subject to full taxation.
- (i) An employee may consult with The Association or another body prior to signing a remuneration package agreement as described in subclause (c).
- (j) Notwithstanding any of the above arrangements, the employee may cancel any packaging arrangements by the giving of one (1) months notice in writing or the employer may give the employee two (2) months written notice.

23. Notice Board

The Centre shall permit a Notice Board of reasonable dimensions to be erected in a prominent position upon which The Union representatives shall be entitled to post Union notices.

24. Occupational Health & Safety

- (i) The Centre is responsible for taking all reasonable and practical action to achieve and maintain a performance level, which safeguards the health and safety of all employees in accordance with the *Occupational Health and Safety Act 2000* and subsequent revisions and all variations thereof.

All employees are to be involved in safety matters and hence, to contribute to the reduction of hazards. Employees are to:

- (a) identify and reduce the risk associated with all types of work-related events that may produce injury or illness; or
 - (b) identify, measure and control to safe levels any risks/hazards in the workplace capable of causing ill health;
 - (c) promote the good health and welfare of employees;
 - (d) report any perceived hazard to the immediate supervisor;
 - (e) report any work related injury, to their supervisor;
 - (f) wear any safety clothing, footwear, equipment issued and specified for the job; and
 - (g) adhere to all The Centre's rehabilitation plans and policies
- (ii) The Centre's management is committed to the continuous monitoring and upgrading of its Occupational Health and Safety Policy to ensure the highest standards are met.

The Centre shall, where appropriate:

- (a) provide information, instructions and training of employees to increase personal understanding of safe work practices, workplace hazards and principles of hazard control;
- (b) maintain a close relationship with employees and regulatory authorities in the development of standards and future strategies; and
- (c) implement an appropriate consultative structure that meets all of their legal requirements.

25. Grievance Resolution

In relation to any matter that may be in dispute between the parties to this Award, the parties

- (a) will attempt to resolve the matter at the workplace level, including, but not limited to:
 - (i) the employee and his or her supervisor meeting and conferring on the matter; and
 - (ii) if the matter is not resolved at such a meeting, the parties arranging further discussions involving more senior levels of management (as appropriate); and
- (b) acknowledge the right of either party to appoint, in writing, another person to act on behalf of the party and in relation to resolving the this level; and
- (c) agree to allow either party to refer the matter via the Human Resources Team to mediation if the matter cannot be resolved at the workplace level; and
- (d) agree that if either party refers the matter to mediation, both parties will participate in the mediation process in good faith; and

- (e) agree that during the time when the parties attempt to resolve the matter:
 - (i) the parties continue to work in accordance with their contract of employment unless the employee has a reasonable concern about an imminent risk to his or her health or safety; and
 - (ii) the parties must cooperate to ensure that the dispute resolution procedures are carried out as quickly as is reasonably possible.

This clause shall not interfere with the right of either party to institute proceedings for the determination of any matter in accordance with section 130 of the *Industrial Relations Act 1996*.

26. Joint Consultative Committee

- (i) A Joint Consultative Committee will be established with equal representatives from The Centre and The Association.
- (ii) The purpose of the committee shall be to discuss matters pertaining to workplace organisation and conditions of employment and any other matters deemed to be necessary by the parties to this award, including a commitment to develop and implement continuous quality improvement principles.

27. the Union Representative

An employee appointed The Union representative shall, upon notification thereof in writing to The Centre within 14 days of such appointment, be recognised as the accredited representative of The Union and he/she shall be allowed reasonable time during working hours to interview the employer on matters affecting employees.

28. Termination of Engagement

The employment of a full time or permanent part-time employee may be terminated only by one months notice on either side, which may be given at any time or by the payment by The Centre or forfeiture by the employee of a months pay in lieu of notice. This shall not affect the right of The Centre to dismiss an employee without notice in the case of misconduct.

29. Redundancy

1. Application

- (i) This clause shall apply in respect of full-time and permanent part-time persons employed under this award.

Introduction of Change -

The Centre's Duty to Notify -

- (a) Where The Centre has made a definite decision to introduce changes in production, programme, organisation, structure or technology that are likely to have significant effects on employees, The Centre shall notify the employees who may be affected by the proposed changes and the union to which they belong.
- (b) 'Significant effects' include termination of employment, 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, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the award makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

2. Employer's Duty to Discuss Change

- (a) The Centre shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in subclause 1(a) of this clause, the effects the changes are likely to have on employees and measure to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
- (b) The discussion shall commence as early as practicable after a definite decision has been made by The Centre to make the changes referred to in subclause 1(a) of this clause.
- (c) For the purpose of such discussion, The Centre shall provide to the employees concerned and the union to which they belong 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, provided that The Centre shall not be required to disclose confidential information the disclosure of which would adversely affect The Centre.

3. Discussion before Termination

- (a) Where The Centre has made a definite decision that The Centre no longer wishes the job the employee has been doing to be done by anyone pursuant to paragraph (a) of subclause 1 and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
- (b) The discussions shall take place as soon as is practicable after The Centre has made a definite decision which will invoke the provision of paragraph (a) of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (c) For the purposes of the discussion The Centre shall, as soon as practicable, provide to the employees concerned and the union to which they belong all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that The Centre shall not be required to disclose confidential information the disclosure of which would adversely affect The Centre.

4. Notice for Changes in Production, Programme, Organisation or Structure

This subclause sets out the provisions to be applied to terminations by The Centre for reasons arising from 'production', 'programme', 'organisation', or 'structure' in accordance with subclause 1 of this clause.

- (a) In order to terminate the employment of an employee, The Centre shall give to the employee the following notice:

Period of continuous service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- (b) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service shall be entitled to an additional week's notice.

- (c) Payment in lieu of the notice above shall be made if the appropriate notice period is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

5. Notice for Technological Change

This subclause sets out the notice provisions to be applied to terminations by The Centre for reasons arising from 'technology' in accordance with subclause 1(a) of this clause.

- (a) In order to terminate the employment of an employee, The Centre shall give to the employee three months notice of termination.
- (b) Payment in lieu of notice specified in paragraph (a) of subclause 4 shall be made if the appropriate notice period is not given; provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (c) The period of notice required by this subclause to be given shall be deemed to be service with The Centre for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.

6. Time Off During the Notice Period

- (a) During the period of notice of termination given by The Centre, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

7. Employee Leaving During the Notice Period - If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice, provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

8. Statement of Employment - The Centre shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

9. Notice to Centrelink - where a decision has been made to terminate the employment of employees, The Centre shall notify The Centrelink thereof as soon as possible, giving relevant information, including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

10. Employment Separation Certificate - The Centre shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an Employment Separation Certificate in the form required by Centrelink.

11. Transfer to Lower-paid Duties - where an employee is transferred to lower-paid duties for reasons set out in subclause 1 of this clause, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated and The Centre may, at The Centre's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary-time rate of pay and the new ordinary-time rate for the number of weeks of notice still owing.

12. Severance Pay - Where the employment of an employee is to be terminated pursuant to this clause, subject to further order of the Industrial Relations Commission of New South Wales, The Centre shall pay the following severance pay in respect of a continuous period of service.

(a) If any employee is under 45 years of age, The Centre shall pay in accordance with the following scale:

Years of Service	Under 45 years of age entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

(b) Where an employee is 45 years of age or over, the entitlement shall be in accordance with the following scale:

Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	8.85 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

(c) 'Week's Pay' means the all-purpose rate of pay for the employee concerned at the date of termination and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and allowances paid in accordance with this award.

13. Incapacity to Pay - Subject to an application by The Centre and further order of the Industrial Relations Commission, The Centre may pay a lesser amount (or no amount) of severance pay than that contained in subclauses (a) and (b) of this clause.

30. Travelling Allowance

An employee who is required to use his/her motor car on a casual or incidental basis shall be paid at the rate prescribed by the Australian Taxation Office for that particular calendar year. This is not applicable to those covered under Clause 11-Travel

31. Anti-Discrimination

(i) It is intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity age and responsibilities as a carer.

(ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.

(iii) Under the *Anti-Discrimination Act* 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES -

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in this Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

32. Superannuation

- (i) Definitions

"Approved fund" for the purposes of this clause shall mean:

- (a) The Spastic Centre Occupational Superannuation Fund (S.C.O.S.F.) established and governed by a Trust Deed dated 27 June 1986, as may be amended from time to time, and includes any superannuation scheme that may be made in succession thereto.
- (b) The Health Employees Superannuation Trust Australia (H.E.S.T.A.) established by a Trust Deed dated 3 July 1987, as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto.
- (c) Any superannuation fund nominated by the employee and approved by the employer in accordance with section 124 of the *Industrial Relations Act 1996* (the 1996 Act).

"Complying regulated fund" means a superannuation fund that is regulated under the Superannuation Industry (Supervision) Act 1993, and has been issued with a Certificate of Compliance by the Insurance and Superannuation Commission.

"Ordinary time earnings" means remuneration for an employee's weekly number of hours of work, excluding overtime hours, calculated at the ordinary time rate of pay, including, where applicable, the following:

- (a) Monday to Friday shift premiums for ordinary hours of work;
- (b) Weekend shift premiums for ordinary hours of work;
- (c) Any percentage addition payable to part time and/or casual employees for ordinary hours of work;
- (d) Ordinary time award allowances (not including expense related allowance) as prescribed by this award.

- (e) Over award payments for ordinary hours of work.

Note: "Ordinary time earnings" does not include"

Annual Leave loading, including shift penalties in lieu of loading;

Public holiday loadings;

Payment for public holidays not worked;

Overtime;

Any expense related allowances, including, but not limited to uniform and laundry allowances;

Workers compensation;

Periods of leave without pay;

Unpaid maternity leave; and

Redundancy payments.

"Qualified employee" means:

- (a) A full time, part time or permanent part time employee who has completed at least four weeks service. Provided that once this period has elapsed, payment in accordance with subclause (iii), Contributions shall be made for the entire period of service with the employer.
- (b) A casual employee who has been employed for a minimum of 152 hours during their employment during the course of any one year (1 July to 30 June). Provided further that any casual employee who is deemed to be a qualified employee prior to the operative date of this award will continue to be qualified. Once qualified, payment shall be made for the entire service with the employer.

(ii) Superannuation Legislation

The subject of superannuation is dealt with extensively by federal legislation including the *Superannuation Guarantee (Administration) Act 1993*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993*, the *Superannuation (Resolution of Complaints) Act 1993*, and section 124 of the *Industrial Relations Act 1996* (NSW). This legislation, as varied from time to time, shall govern the superannuation rights and obligations of the parties.

(iii) Contributions

- (a) The employer shall make, in respect of qualified employees, superannuation contributions of three per cent of ordinary time earnings into an approved fund. Such contributions shall be remitted to the approved fund on a monthly basis. With respect to casual employees contributions shall be remitted at the time that employees receive their annual group certificate.
- (b) It is provided further that an employee may nominate one complying fund to which all award and statutory superannuation contributions in respect of him/her shall be paid, subject to employer approval of the fund nominated by the employee. Provided that, the employer shall not unreasonably withhold agreement unless it establishes good and proper reasons for the withholding of agreement.
- (c) For those employees who have elected to be remunerated by way of a salary package, as set out in Part C ~ Monetary Rates in Tables 1 and 2, superannuation contributions by the employer will be on the monthly gross equivalent, as defined in Clause 2, Definitions.

(iv) Salary Sacrifice To Superannuation

- (a) Salary sacrifice to superannuation means the option of making additional superannuation contributions by electing to sacrifice a portion of the gross earnings (pre tax dollars) under the parent awards. This will give the effect of reducing the taxable income by the amount for salary sacrifice.
- (b) Salary sacrifice to superannuation shall be offered to employees and taken up by mutual agreement between the employee and The Centre.
- (c) Such election must be made prior to the commencement of the period of service to which the earnings relate.
- (d) One change of a sacrificed amount will be permitted in an employee's anniversary year, which is twelve (12) months from the date of commencement of employment, without incurring an administration charge (\$50). Changing from full-time to part-time or part-time to full-time employment will not be classified as a change for administration charge purposes.
- (e) The amount sacrificed must not exceed any relevant superannuation guarantee contribution limit.
- (f) The sacrificed portion of salary reduces the salary subject to PAYG taxation deductions.
- (g) Any allowance, penalty rate, overtime, payment for unused leave entitlements, other than any payments for leave taken while employed, shall be calculated by reference to the salary which would have applied to the employee in the absence of any salary sacrifice to superannuation. Payment for leave taken whilst employed will be at the post salary amount.
- (h) Salary sacrifice arrangements can be cancelled by either The Centre or employee at any time provided either party gives one months notice. The Centre has the right to withdraw from offering salary sacrifice to employees if there is any alteration to relevant Australian taxation legislation and The Centre's notice to withdraw from offering salary sacrifice to an employee will be consistent with the notice given by the Australian Taxation Office to The Centre.
- (i) Contributions payable by the employer in relation to the Superannuation Guarantee Legislation (SGL) shall be calculated by reference to the salary, which would have applied to the employee under the award in the absence of any salary sacrifice.
- (j) Employers will not use any amount that is salary sacrificed by an employee to negate contributions payable under the Superannuation Guarantee Legislation.
- (k) The employee shall have the portion of payable salary that is sacrificed paid as additional employer superannuation contributions into the same superannuation fund that receives the employer's SGL contributions.
- (l) Nothing in this clause shall affect the right of an employer to maintain alternate arrangements with respect to salary sacrifice for employees.

33. Secure Employment

(a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

(b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months

shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.

- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:

- (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

34. Area, Incidence and Duration

- (i) This award shall rescind and replace The Spastic Centre of New South Wales (Allied Professional Staff) (State) Award 2004 published 13 August 2004 (345 I.G. 911) and all variations thereof.
- (iii) This Award shall apply to all employees of The Spastic Centre of New South Wales classified in Part C, Monetary Rates, of this Award.
- (iii) This Award shall commence from 24 March 2006 and remain in force until 31 December 2008..

PART B

ALLIED HEALTH & RELATED SERVICES ROLE FAMILY MATRIX

Core Competencies	Level 1	Level 2
<p>Organisation Knowledge</p>	<p>Has a sound understanding of the mission and values of The Spastic Centre. Has a sound understanding of The Spastic Centre's Key Result Areas and Strategies. Has a good understanding of other state and national issues and services. Has working knowledge and application of, TSC policies and procedures.</p>	<p>Has a sound understanding of the mission and values of The Spastic Centre. Has a sound understanding of The Spastic Centre's Key Result Areas and Strategies. Has a good understanding of other state and national issues and services. Has working knowledge and application of, TSC policies and procedures.</p>
<p>Leadership/ Teamwork</p>	<p>Works under the supervision of a team leader/ senior staff, with work reviewed regularly.</p> <p>Actively participates as part of an interdisciplinary team and contributes to team goals. May assist higher-level staff with projects.</p>	<p>Provides supervision to other relevant staff and students and models behaviours that supports a firm commitment to evidence based practice. Supports Team Leader in decision making.</p> <p>Actively participates as part of an interdisciplinary team and contributes to team goals. Assists higher-level staff with projects.</p>
<p>Interpersonal Skills / Communication</p>	<p>Deals with sensitive and/or complex issues, maintaining confidentiality. May draft reports. Liaises effectively with other services/programs/ departments and external organisations. Works on establishing effective relationships. Can assist others to resolve conflict.</p>	<p>Deals with sensitive and/or complex issues, maintaining confidentiality. May draft reports. Liaises effectively with other services/programs/ departments and external organisations. Works on establishing effective relationships. Can assist others to resolve conflict.</p>
<p>Problem Solving / Decision Making / Research</p>	<p>Identifies operational and/or work related issues requiring innovative or creative solutions. Where appropriate, assists with the timely development and implementation of solutions.</p>	<p>Identifies operational and/or work related issues requiring innovative or creative solutions. Where appropriate, assists with the timely development and implementation of solutions.</p>
<p>Legislation / Standards / Practice</p>	<p>Maintains a detailed working knowledge of all standards and relevant government legislation e.g. OH&S, Disability Services Standards and Disability Services Act. Understands the importance of sharing this information across the organisation. Assists with the management and alignment of changes in practice or standards.</p>	<p>Maintains a detailed working knowledge of all standards and relevant government legislation e.g. OH&S, Disability Services Standards and Disability Services Act. Understands the importance of sharing this information across the organisation. Assists with the management and alignment of changes in practice or standards.</p>

Qualifications / Experience	Has a relevant degree or equivalent together with some relevant experience. Where required for practice, registration with professional body maintained. Demonstrates personal commitment to ongoing professional development. Eligible for membership of relevant professional body	Has a relevant degree or equivalent, together with three years experience. Where required for practice, registration with professional body maintained. Demonstrates personal commitment to ongoing professional development. Eligible for membership of relevant professional body.
Service Delivery Management	<p>Supports the philosophy of family/client centre practice. Develops and implements client related service plans and has a good grasp of generic skills and interventions in complex cases. Provides formal assessments, interventions and supports client/family to implement recommendations. Employs the principles of evidence based practice to service delivery</p> <p>Meets assigned administrative deadlines in relations to report writing and collection of statistical data.</p> <p>Develops basic clinical reasoning skills in consultation with a senior professional. Recognises limits of professional competence and seeks guidance and advice from senior staff as appropriate. Participates in identified learning and development opportunities.</p>	<p>Supports the philosophy of family/client centre practice. Has explicit knowledge of a number of assessment, interventions and service delivery practices. Develops and implements client related service plans. Handles complex case management. Evaluates specific program outcomes and makes recommendations regarding improvements. Independently applies advanced clinical reasoning skills.</p> <p>Employs the principles of evidence based practice to service delivery</p> <p>Meets assigned administrative deadlines in relations to report writing and collection of statistical data. Actively identifies own learning and development opportunities and seeks guidance and advice from senior staff as appropriate</p>
Core Competencies	Level 3	Level 4
Organisation Knowledge	<p>Has a broad working knowledge of the mission and values of The Spastic Centre.</p> <p>Has a broad working knowledge of The Spastic Centre's Key Result Areas and Strategies.</p> <p>Has a broad working knowledge of sector, state and national issues that impact on services. Has a broad knowledge of international issues that impact services.</p> <p>Has thorough working knowledge and application of, TSC policies and procedures</p>	<p>Has a thorough working knowledge of the mission and values of The Spastic Centre.</p> <p>Has a thorough working knowledge of The Spastic Centre's Key Result Areas and Strategies.</p> <p>Has a thorough working knowledge of sector, state, national and international issues that impact on services.</p> <p>Has thorough working knowledge and application of, TSC policies and procedures.</p>
Leadership/ Teamwork	<p>Provides formal supervision to an agreed number of staff or students and models behaviours that supports a firm commitment to evidence based practice.</p> <p>Actively participates as part of an interdisciplinary team and contributes to program and cross regional goals. Assists. higher-level staff with projects</p>	<p>Provides formal supervision to an agreed number of staff or students, and models behaviours that support a firm commitment to evidence based practice. Provides leadership on complex policy or practice issues.</p>

		Actively participates as part of program team and contributes to cross regional /organisational goals. Is actively involved in research projects. Assists senior management with projects.
Interpersonal Skills / Communication	Drafts report on sensitive/complex issues or projects. Builds on established networks, both internally and externally. Able to negotiate effectively on a wide range of issues. Positively identifies commonalities and differences and reconciles conflicting priorities and objectives.	Drafts report on sensitive/complex issues or projects. Builds on established networks, both internally and externally. Able to negotiate effectively on a wide range of issues. Positively identifies commonalities and differences and reconciles conflicting priorities and objectives.
Problem Solving / Decision Making/ Research	Identifies operational and/or strategic issues that impact widely across the organisation. Is responsible for the development and implementation of solutions.	Identifies operational and/or strategic issues that impact widely across the organisation. Is responsible for the development and implementation of solutions.
Legislation/ Standards/ Practice	Maintains a detailed working knowledge of all standards and relevant government legislation e.g. OH&S, Disability Services Standards and Disability Services Act. Assists in providing organisational feedback/comment/response on these to relevant professional groups/external groups and government sector. Ensures the management and alignment of changes in practice or standards	Maintains a detailed working knowledge of all standards and relevant government legislation e.g. OH&S, Disability Services Standards and Disability Services Act. Assists in providing organisational feedback/comment/response on these to relevant professional groups/external groups and government sector. Ensures the management and alignment of changes in practice or standards.
Qualifications / Experience	Has a relevant degree or equivalent, together with five years experience. Where required for practice, registration with professional body maintained. May have post graduate qualifications in a related specialist area. Demonstrates personal commitment to ongoing professional development. Is a member of relevant professional body.	Has a relevant degree or equivalent, together with ten years experience. Has or working towards post-graduate qualification in a related specialist area. Where required for practice, registration with professional body maintained. Demonstrates experience and personal commitment to delivering and participating in ongoing professional development activities. Actively participates in and has links with relevant professional body.

<p>Service Delivery Management</p>	<p>Supports the philosophy of family/client centre practice. Has explicit knowledge of a number of assessment, intervention and service delivery practices. Consulted by others in area of knowledge and on complex referrals/cases, providing advice, training and effective coordination of complex issues eg. legal and family. Develops and implements client related service plans. Handles complex case management. Evaluates specific program outcomes and makes recommendations regarding improvements. Independently applies advanced clinical reasoning skills. Employs the principles of evidence base practice to initiate systematic reviews and critical appraisals to provide clinical practice guidelines to practitioners.</p> <p>Provides support in staff recruitment, performance appraisal on clinical issues.</p> <p>Meets assigned administrative deadlines in relations to report writing and collection of statistical data and supports Team Leader in the analysis of this data.</p> <p>Actively identifies own learning and development opportunities and regularly provides specialist advice and training on a range of professional issues</p>	<p>Establishes the professional practice framework to support TSC strategic plan and ensures professional practices are properly integrated. Provides expert level advice and service to other professional staff on a range of areas within the disability field and specifically cerebral palsy.</p> <p>Employs the principles of evidence base practice to initiate systematic reviews and critical appraisals to provide clinical practice guidelines to practitioners.</p>
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PART C

MONETARY RATES

Table 1 - Salary Rates

Current Classification	Current Rate 40% Packaged Rate \$	Effective from 1 July 2006 \$
Level 1 Stage 1	21.79	22.66
Level 1 Stage 2	24.66	25.64
Level 2 Stage 1	29.34	30.51
Level 2 Stage 2	30.29	31.50
Level 3 Stage 1	31.43	32.68
Level 3 Stage 2	32.58	33.88
Level 4	33.91	35.26
Current Classification	Current Rate Not Packaged	1 July 2006 Not Packaged Rate
Level 1 Stage 1	18.80	19.55
Level 1 Stage 2	21.30	22.15
Level 2 Stage 1	25.33	26.34
Level 2 Stage 2	26.15	27.19
Level 3 Stage 1	27.18	28.26
Level 3 Stage 2	28.12	29.24
Level 4	29.67	30.85

Table 2 - Other Rates and Allowances

Allowance	Description	Rate per week (\$)
Site Co-ordinator	Applicable to Level 1 and Level 2 staff who are responsible for the co-ordination of a site at which therapy is provided.	44.00
Sole Therapist	Applicable in cases where only one (1) therapist of a particular discipline is employed in the Centre	27.04

Note: All allowances are required to be approved by a Regional Manager.

Note: This award applies as an Enterprise Agreement from 27 March 2006 to employers who are constitutional corporations by virtue of s.44 c of the *Industrial Relations Act 1996*.

R. P. BOLAND J.

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