



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Jobs Australia
(AG2015/4348)

COMMUNITY SECTOR MULTIPLE ENTERPRISE AGREEMENT 2014 - 2018 (AUSTRALIAN CAPITAL TERRITORY)

Australian Capital Territory

DEPUTY PRESIDENT KOVACIC

CANBERRA, 4 MARCH 2016

Application for approval of the Community Sector Multiple Enterprise Agreement 2014 - 2018 (Australian Capital Territory).

[1] An application has been made for approval of an enterprise agreement known as the *Community Sector Multiple Enterprise Agreement 2014 - 2018 (Australian Capital Territory)* (**Agreement**). The application was made pursuant to s.185 of the *Fair Work Act 2009* (**Act**). It has been made by Jobs Australia. The Agreement is a single-enterprise agreement.

[2] Subject to concerns that have been addressed by way of undertakings, I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[3] As noted, pursuant to s.190(3), I have accepted undertakings from Canberra Community Law, one of the employers to be covered by the Agreement. In accordance with s.191(1) of the Act the undertakings are taken to be a term of the Agreement. A copy of the undertakings are attached to this decision.

[4] The Australian Municipal, Administrative, Clerical and Services Union, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act I note that the Agreement covers this organisation.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 11 March 2016. The nominal expiry date of the Agreement is 31 December 2018.



ATTACHMENT 1

UNDERTAKINGS

Community Sector Multiple Enterprise Agreement 2014-2018 (Australian Capital Territory)

Schedule D8

Pursuant to s.190 of the Fair Work Act, on behalf of Canberra Community Law I make the following undertakings:

1. That, notwithstanding clause 8.3(c) of Schedule D8, adoption related parental leave (without pay) will be provided where the child is or will be under sixteen as at the day of placement, or the expected day of placement, of the child.
2. That clause 17 of Schedule D8 does not prevail over clause 34 of the Agreement, and disputes relating to the NES will be subject to clause 34 of the Agreement.

Date: 1 March 2016

Signed:



Name: Genevieve Bolton

Position/Authority: Co-ordinator/Principal Solicitor, Canberra Community Law

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<Price code O, AE418104 PR577682>

***Community Sector Multiple Enterprise
Agreement 2014 – 2018 (Australian Capital
Territory)***

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.

PART 1. OPERATION OF THE AGREEMENT

1. TITLE

This Agreement shall be known as the *Community Sector Multiple Enterprise Agreement 2014 - 2018(Australian Capital Territory)*.

2. ARRANGEMENT

This Agreement is arranged as follows:

1. Title
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SCHEDULES

Schedule A Employers Bound

Schedule B Minimum Rates of Pay

Schedule C Classification Glossary

Schedule D Additional Terms Binding on Specific Organisations Party to the Multiple Enterprise Agreement.

3. PARTIES BOUND AND APPLICATION OF THE AGREEMENT

3.1 This agreement covers:

3.1.1 The employers listed in Schedule A of this Agreement.

3.1.3 Employees engaged by the employers in Schedule A who perform clerical, administrative, community education or development, community services, advocacy or social and/or welfare work, or who are otherwise employed in or in connection with the industry of social and/or welfare work

3.2 The terms of this agreement shall be binding on the employers listed in schedule A and the employees of the employers listed in schedule A, save for where there is a difference between the provisions of this agreement and the provisions in schedule D of this Agreement, the provisions of schedule D, as they apply to individual employers and their employees, shall prevail.

4. DATE OF OPERATION

4.1 This Agreement shall operate from 7 days after the date of approval by the Fair Work Commission and shall expire on December 31st 2018

5. POSTING OF AGREEMENT AND NOTICES

5.1 A copy of this agreement and the National Employment Standards (NES) shall be kept in a convenient place for perusal of all employees, and a copy of the agreement and NES shall be made available to all new employees on engagement.

5.2 The employer shall permit notices from employee representatives, pertaining to the employment relationship, to be posted in a convenient place for perusal by employees.

PART 2. ENGAGEMENT OF EMPLOYEES

6. CONTRACTS OF EMPLOYMENT

6.1 All employees other than a casual or fixed term employee (as defined in this agreement) shall be:

6.1.1 Subject to a probationary period of no more than three months' duration from commencement of service;

6.2 At the end of the probationary period the employer shall, subject to sub-clause 6.3, confirm permanent employment of the employee in writing.

6.3 For the purposes of sub-clause 6.1.1 any questions regarding the work performance of a person on probation will be dealt with in accordance with the principles of natural justice.

- a) Before any decision is made to terminate employment of a probationary employee, the employee will be advised of the performance or misconduct concerns, provided with an opportunity to respond to the concerns and, where appropriate, an opportunity to improve their performance.
- b) The employer acknowledges that probationary employees are covered by the general protections provisions of the Fair Work Act which protect against adverse action for prohibited reasons.

6.4 Upon engagement an employer shall provide each new employee with a written statement which will specify:

6.4.1 An outline of the duties of the position;

6.4.2 The employee's regular hours of work;

6.4.3 The employee's classification pursuant to this agreement;

6.4.4 The length of the probationary period; and

6.4.5 A Fair Work information statement.

6.5 Full-time employment

6.5.1 An employee not specifically engaged on a part-time or casual basis shall be entitled to full-time benefits.

6.6 Part-time employment

6.6.1 A part-time employee means an employee other than a casual employee who is engaged to work on a reasonably predictable basis, with a regular pattern of work, less than 38 ordinary hours per week.

6.6.2 Where an employee works additional hours to replace another employee who is temporarily absent from duty, those additional hours will not be taken to have changed the employee's ordinary hours.

6.6.3 Part-time employees shall work regular hours and days in accordance with clause 7.

6.6.4 For ordinary working hours, a part-time employee shall be paid the hourly rate as defined for the work performed and shall be entitled to all entitlements under this agreement.

6.6.5 Part-time employees shall be entitled to all conditions on a pro-rata basis.

6.7 Casual employment

6.7.1 A casual employee means an employee specifically engaged as such and shall not include persons employed on a fixed term contract pursuant to this agreement. A long term casual is an employee who is engaged as a casual employee on a regular and systematic basis for a sequence of periods of employment of more than 12 months, as defined by the Fair Work Act.

6.7.2 Short term casuals

- a) Casual employees are normally employed on an irregular or *ad hoc* basis to fill short term needs, but the parties acknowledge that casuals may also be engaged on a regular and systematic basis for a sequence of periods of employment.
- b) Where a casual employee is engaged on a regular and systematic basis for a sequence of periods of employment of less than 12 months but with a reasonable expectation of ongoing employment, before a decision is made to terminate employment due to concerns about performance or misconduct, the employee will be advised of the performance or misconduct concerns, provided with an opportunity to respond to the concerns and, where appropriate, an opportunity to improve their performance.

6.7.3 A casual employee shall be engaged for a minimum period of three hours for each engagement.

6.7.4 A casual employee shall be informed in writing upon engagement that:

6.7.4(a) They are hired by the hour;

6.7.4(b) Subject to paragraph 6.7.3, they will be paid for actual time worked.

6.7.4(c) They are not entitled to payment for public holidays not worked nor payment for paid leave of any type other than long service leave.

6.7.5 A casual employee shall be paid the hourly rate as defined plus a loading of 25 per cent for ordinary working hours.

6.7.6 Caring responsibilities

6.7.6(a) Subject to the evidentiary and notice requirements in 23.5.2 and 23.5.4, casual employees are entitled to not be available to attend work, or to leave work:

~~22~~if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or upon the death in Australia of an immediate family or household member.

6.7.6(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.

6.7.6(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.

6.8 Fixed term employment

6.8.1 A fixed term employee may be engaged to work on either a full-time or part-time basis:

6.8.1(a) In a position which is temporary in nature for a specified period of time; or

6.8.1(b) For the completion of a specified task(s) or project; or

6.8.1(c) To relieve in a vacant position arising from an employee taking leave in accordance with this agreement; or

6.8.1(d) Where the employer has reason to believe that the position is unlikely to be ongoing.

6.8.2 A fixed term employee shall not be employed to fill a position previously held by a permanent employee, except where the employment arrangement is for a purpose set out in clause 6.8.1.

6.8.3 This agreement shall apply to the fixed term employee except to the extent that this agreement expressly provides that it does not apply.

6.8.4 When offering employment on a fixed term basis to a job applicant, the employer

shall advise them in writing of the temporary nature of the employment, the actual or expected duration of employment, and that employment beyond the period is not expected.

6.8.5 If a fixed term employee is subsequently appointed to a permanent position with the employer, any period of the fixed term contract completed immediately prior to the commencement of the permanent position shall be recognised as service with the employer for the purpose of calculating leave entitlements, provided that the employee has not taken or received payment in lieu of any leave entitlements.

6.8.6 The employer and a fixed term employee may agree to the duration of the period of employment being extended once only, except in the case of an employee engaged for a specific period of

time to replace a designated person while absent on leave. In such a case, the employee shall be employed as a full-time or part-time employee under the terms of this agreement.

6.9 Agreement flexibility

6.9.1 Any employee covered by this Agreement may agree to make an individual flexibility agreement with their employer to vary the effect of [clause 7.4] which deals with meal breaks. The individual flexibility agreement may only be instigated at the request of the employee. A person seeking an individual flexibility agreement must make a request to their employer.

6.9.2 The purpose of an individual flexibility agreement is to meet the genuine needs of the employee and their employer in relation to meal breaks. The arrangement must be genuinely agreed to by the employee their employer.

6.9.3 The employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Act; and
- (b) are not unlawful terms under section 194 of the Act; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

6.9.4 The employer must ensure that the individual flexibility arrangement:

- (a) is in writing;
- (b) includes the name of the employee; and
- (c) is signed by the employer and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) includes details of:
 - i. the terms of the Agreement that will be varied by the arrangement; and
 - ii. how the arrangement will vary the effect of the terms; and

- iii. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

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

6.9.6 Except as provided in clause 6.9.4 (c) the agreement must not require the approval or consent of a person other than the employer and the individual employee.

6.9.7 The employer or the employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the employer and the employee agree in writing – at any time.

7. HOURS OF WORK

7.1 Full-time employees

7.1.1 Subject to the provisions of this agreement, the ordinary working hours of employees other than casual and part-time employees shall be an average of 38 hours per week to be worked on one of the following basis:

7.1.1(a) 38 hours within a work cycle not exceeding seven consecutive days; or

7.1.1(b) 76 hours within a work cycle not exceeding fourteen consecutive days; or

7.1.1(c) 114 hours within a work cycle not exceeding 21 consecutive days; or

7.1.1(d) 152 hours within a work cycle not exceeding 28 consecutive days.

7.1.2 Except as provided in paragraph 7.1.3 and subclause 7.3, ordinary working hours shall be worked between the hours of 7.00am and 7.00pm on Monday to Friday inclusive and shall not exceed eight hours a day on any such day.

7.1.3 Employees may be required to work between the hours of 7.00am and 7.00pm Monday to Friday inclusive and between the hours of 7.00am and 12 noon on Saturday. In this case, ordinary hours worked shall not exceed eight hours on any day from Monday to Friday inclusive, or 10 hours by mutual agreement, and four hours on Saturday.

7.1.4 If an employee works part of their ordinary hours on a Saturday, the employee

shall be paid a loading of 50 per cent for the hours worked before 12 noon.

7.1.5 Except as provided in clause 8, all hours worked on Sunday or after 12 noon Saturday shall be paid at the rate of double time.

7.2 Part-time employees

7.2.1 The ordinary hours of work for a part-time employee shall be based on the hours as set in the employee's contract, which must be less than 38 hours per week. These ordinary hours shall provide a basis for the calculation of pro rata entitlements under this agreement.

7.2.2 Subject to other provisions of this agreement for part-time employees, the ordinary hours of work for a part-time employee, once agreed, may be varied to accommodate the requirements of work in exceptional circumstances, after discussions between the parties and at least two weeks' notice of the varied hours, or at any other time where mutually agreed.

7.3 Banking of rostered time off

Where the option of rostered time off is adopted as part of a flexible working hours arrangement which enables employees to vary their hours of work at their own initiative, the employers have the right to require, and the employees have the right to request, that rostered time off accumulate to a maximum of five working days at which time the rostered time off must be taken at a time that is mutually agreed. Where agreement cannot be reached after reasonable attempts to do so, the employer may direct the employee to take sufficient time off to reduce the accrual to no less than one day, or may pay out the accrued time off. Rostered time off is not overtime and is paid at ordinary rates

7.4 Meal breaks

7.4.1 An employee shall not be required to work more than five hours without a break for a meal.

7.4.2 In the case of non-shift work employees up to one hour, but not less than one half hour, shall be allowed to each employee for lunch on each day Monday to Friday between 12 noon and 2.00pm unless otherwise agreed between the employer and the employee.

7.4.3 Where an employee is required to work during a meal break and continuously thereafter, they shall be paid at the rate of time and a half in addition to any penalty rate applying for the time worked, until released from duty for a meal break.

7.4.4 Notwithstanding the provisions of paragraph 7.4.3, where an employee is required by the employer to have a meal with a client or clients as part of the normal work routine or client program, they shall be paid for the duration of the meal period at the ordinary rate of pay.

7.5 Days off in each week

7.5.1 All day shift employees shall receive two clear days off each week.

7.5.2 All night shift employees shall receive two clear nights off each week provided that during any working period not exceeding three consecutive weeks, the night off may, with the approval of the employer, be allowed to stand over and be taken at a time mutually agreed upon in any one period of consecutive nights.

8. SHIFT WORK

8.1 Definitions

8.1.1 "Afternoon shift" shall mean a completed rostered shift of any number of hours commencing at or after 11.00am and finishing at or after 7.30pm on the same day.

8.1.2 "Night shift" shall mean a completed rostered shift worked between the hours of 7.30pm and 8.00am inclusive and finishing at or after 12 midnight.

8.1.3 "Programmed day off" shall mean the entitlement to a day off accrued in accordance with subclause 7.3.

8.1.4 "Rostered day off" shall mean the normal days off duty provided for in accordance with the roster in subclause 7.5.

8.1.5 The "work cycle of a full-time employee" shall mean either:

8.1.5(a) For an employee working not more than eight ordinary hours on each shift, 152 hours within a work cycle not exceeding 28 consecutive days. In such a case, no full-time employee shall be required to work more than 80 ordinary hours per fortnight; or

8.1.5(b) For an employee working extended night shifts of between eight and ten ordinary hours each, 760 hours within a cycle not exceeding 140 consecutive days.

8.1.5(c) Where staff rotate through day, afternoon and extended night shifts, the

ordinary hours of duty shall be worked by a combination of the provisions of this subclause.

8.1.5(d) All time worked in excess of eight hours on a rostered extended night shift shall be credited towards a programmed day off.

8.1.6 "Day shift" shall mean a shift that commences earlier than twelve noon and finished at or before 7.30pm.

8.2 Hours

8.2.1 The ordinary hours of work shall be an average of 38 per week to be worked according to roster and in accordance with paragraph 7.1.1.

8.2.2 A part-time or casual employee shall not, unless temporarily replacing a full-time employee, work more than 76 hours in any one fortnight.

8.3 Penalty rates

8.3.1 An employee working on an afternoon shift or a night shift from Monday to Friday inclusive shall be paid an allowance calculated at the rate of twenty per cent of actual hours worked in addition to the ordinary rate as defined in clause 9.

8.3.2 The additional payments prescribed in this subclause shall not form part of the employee's ordinary pay for the purposes of this agreement.

8.4 Weekend work

8.4.1 An employee working on an afternoon shift or a night shift shall be paid for ordinary working hours between midnight Friday and midnight Saturday an additional payment calculated at the rate of 50 per cent of the ordinary rate for the actual hours worked.

8.4.2 An employee working on an afternoon shift or a night shift shall be paid for ordinary working hours between midnight Saturday and midnight Sunday an additional payment calculated at the rate of 100 per cent of the ordinary rate for the actual hours worked.

8.4.3 The additional payments prescribed in paragraph 8.4.1 shall not form part of the employee's ordinary pay for the purposes of this agreement and shall be in substitution for and not cumulative upon the shift penalty prescribed in subclause 8.3.

8.5 Permanent afternoon or night shift

Employees required to work permanently on afternoon or night shift shall be paid a loading of 30 per cent on actual hours worked in addition to the ordinary rate as defined in clause 9.

8.6 Meal breaks for shiftworkers

8.6.1 By arrangement with the employees on each shift, an unpaid break of up to one hour but not less than one half hour shall be allowed which shall be free of all duty.

8.6.2 Where an employee working shifts is not able to leave the premises during an unpaid meal break or is otherwise unable to take an unpaid meal break free of all duty, they shall:

8.6.2(a) From Monday to Friday, receive an allowance of \$11.96 per half hour of the meal break; or

8.6.2(b) On Saturdays, Sundays and public holidays, receive an allowance of \$11.96 per half hour of the meal break.

The payment of such allowance shall not be taken to mean that the employee is not entitled to consume a meal.

8.6.3 If an employee in receipt of a meal allowance is recalled to work, the provisions of paragraph 8.6.4 apply.

8.6.4 When an employee is interrupted during a meal break by a call to duty, the extent of the interruption shall be counted as time worked and the employee shall continue the meal break as soon as practicable. If it is impracticable for the employee to complete the meal break during the remainder of the ordinary working hours, the employee shall receive the appropriate overtime pay for the time worked.

8.6.5 There shall be at least one tea break of not less than fifteen minutes per shift and this break shall be counted as time worked.

8.7 Rosters

8.7.1 The ordinary hours of work for each employee shall be displayed on a roster in a place conveniently accessible to employees at least fourteen days before the

commencement of the day on which the roster commences.

8.7.2 A roster may be altered to enable the service of the organisation to be carried on in an emergency by mutual agreement.

8.7.3 Every employee shall be entitled to consecutive rostered days off duty unless varied by mutual agreement.

8.7.4 An employee shall have at least ten hours free from duty between the completion of one rostered shift and the commencement of the next rostered shift, except that by mutual agreement the break may be 8 hours where it is between two shifts, one of which is a sleepover shift .

8.7.5 If an employee is unable to have a break between shifts as provided for in paragraph 8.7.4 because of an emergency or when another employee is absent from duty the employee shall be paid the appropriate overtime pay for all time worked in excess of their normal shift until such time as a break can be taken.

8.8 Night shift

8.8.1 Except as provided in subclause 8.5, the period of night duty to be worked by an employee shall not exceed eight weeks in any six monthly period.

8.8.2 The provisions of paragraph 8.8.1:

8.8.2(a) May be varied by mutual agreement; or

8.8.2(b) Shall not apply if the employee is required to perform duty to enable the services of the organisation to be carried on in an emergency.

8.8.3 Except in cases of emergency, at least fourteen days' notice shall be given to an employee going on night duty.

8.8.4 An employee changing from night duty (where at least two consecutive night shifts were worked) to day duty or from day duty (where at least two consecutive

day shifts were worked) to night duty shall be free from duty during the twenty hours immediately preceding the commencement of the changed duty.

8.8.5 Paragraph 8.8.4 shall not apply if the employee is required to perform duty to enable the services of the organisation to be carried on in an emergency.

PART 3. WAGES AND SUPERANNUATION

9. RATES OF PAY

9.1 The rates of pay set out in Schedule B are the minimum rates of pay for employees covered by the Multiple Enterprise Agreement as at 30 November 2014.

9.2 The employer must apply any increase in minimum wages in the *Social, Community, Home Care and Disability Services Industry Award 2010* to the amounts set out for 30 November 2014 in Schedule B.

9.3 In addition to the minimum rate of pay in clause 9.1 of this Agreement, the employer must pay an employee an Equal Remuneration Payment calculated as follows.

9.3.1 From the first full pay period on or after 1 December 2014 until the final pay period immediately before 1 December 2015, a payment equal to the difference between the final rate in clause 9.6 below, and the minimum rate of pay in Schedule B as increased from time to time, for the relevant classification in the MEA, divided by seven.

9.3.2 From the first full pay period on or after 1 December 2015 until the final pay period immediately before 1 December 2016, a payment equal to the difference between the final rate in clause 9.6 below, and the minimum rate of pay in Schedule B as increased from time to time, for the relevant classification in the MEA, divided by seven and multiplied by two.

9.3.3 From the first full pay period on or after 1 December 2016 until the final pay period immediately before 1 December 2017, a payment equal to the difference between the final rate in clause 9.6 below, and the minimum rate of pay in Schedule B as increased from time to time, for the relevant classification in the MEA, divided by seven and multiplied by three.

9.3.4 From the first full pay period on or after 1 December 2017 until the final pay period immediately before 1 December 2018, a payment equal to the difference between the final rate in clause 9.6 below, and the minimum rate of pay in Schedule B as increased from time to time, for the relevant classification in the MEA, divided by seven and multiplied by four.

9.4 In the event that this Agreement is still applies on 1 December 2018, the employer must pay an employee an Equal Remuneration Payment calculated as follows, in addition to the minimum rate of pay in clause 9.1 of this Agreement, until this Agreement is terminated or a new

Agreement comes into operation:

9.4.1 From the first full pay period on or after 1 December 2018 until the final pay period immediately before 1 December 2019, a payment equal to the difference between the final rate in clause 9.6 below, and the minimum rate of pay in Schedule B as increased from time to time, for the relevant classification in the MEA, divided by seven and multiplied by five.

9.4.2 From the first full pay period on or after 1 December 2019 until the final pay period immediately before 1 December 2020, a payment equal to the difference between the final rate in clause 9.6 below, and the minimum rate of pay in Schedule B as increased from time to time, for the relevant classification in the MEA, divided by seven and multiplied by six.

9.5 Nothing in this clause prevents the parties to a new Agreement from incorporating the provisions of subclause 9.4 into that Agreement.

9.6 The “final rate” refers to the payments in clause 6.2 of the *Social, Community and Disability Services Industry Equal Remuneration Order 2012*.

9.7 The rates of pay in this Agreement are minimum rates only. Nothing in this clause prevents an employer from paying higher rates of pay than the minimum rates at any given time in accordance with policy or as specified in employer’s schedule to this agreement. No employee shall be disadvantaged as a result of the provisions of this clause.

10. STAFF DEVELOPMENT, PROGRESSION AND CLASSIFICATION

10.1 Progression

- (a) At the end of each 12 months’ continuous employment, an employee will be eligible for progression from one pay point to the next within a level if the employee has demonstrated competency and satisfactory performance over a minimum period of 12 months at each level within the level and:
 - (i) the employee has acquired and satisfactorily used new or enhanced skills within the ambit of the classification, if required by the employer; or
 - (ii) where an employer has adopted a staff development and performance appraisal scheme and has determined that the employee has demonstrated satisfactory performance for the prior 12 months’ employment.

- (b) Movement to a higher classification will only occur by way of promotion or re-classification.

10.2. Classification/Reclassification of Positions

Positions will be classified or reclassified in accordance with the work level descriptions provided for in Schedule B of the *Social, Community, Home Care and Disability Services Industry Award 2010*. The Glossary at Schedule C of this Agreement is to be read in conjunction with the award descriptions. An employee may make a written application for reclassification of his/her position.

10.3 Salary On Promotion

10.3.1 Where an employee is promoted from his/her existing classification to a higher classification, that employee shall be paid, upon commencement in the higher position, at the appropriate rate prescribed by clause 9 of this agreement.

10.3.2 In cases where the minimum rate of the higher classification is the same as the promoted employee's current salary, the promoted employee shall be paid at the first salary level above their current salary.

11. OVERTIME

11.1 Reasonable Overtime

11.1.1 Subject to clause 11.1.2, an employer may require an employee to work reasonable overtime at overtime rates.

11.1.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

11.1.2.1 any risk to employee health and safety;

11.1.2.2 the employee's personal circumstances, including any family responsibilities;

11.1.2.3 the needs of the workplace or enterprise;

11.1.2.4 the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and

11.1.2.5 any other relevant matter.

11.1.3 Approval of Overtime

11.1.3.1 In consultation with the employees, each employer shall establish a procedure for approval of overtime.

11.1.3.2 Overtime shall only be worked with the prior approval of the employer.

11.2 Definition

All authorised time worked by employees in excess of ordinary hours of work as prescribed in clauses 7 and 8 shall be overtime.

11.3 Rates

11.3.1 Overtime worked on Monday to Saturdays inclusive shall be paid at the rate of time and a half for the first three hours and double time thereafter.

11.3.2 Overtime worked on Sundays shall be paid at the rate of double time.

11.4 Time off in lieu of overtime

11.4.1 Subject to other provisions of this clause, by mutual agreement, time off may be granted in lieu of payment.

11.4.2 Time off in lieu of payment shall accrue at the following rates:

11.4.2(a) The first 76 hours in any two weekly cycle on an hour for hour basis

11.4.2(b) Any overtime worked in excess of three hours on one day at double time;
and

11.4.2(c) Any overtime in excess of 38 hours in one week:

11.4.2(c)(i) First three hours at time and one half;

11.4.2(c)(ii) After three hours at double time.

11.4.3 Subject to paragraph 11.4.4 time off in lieu accrued shall be taken as soon as practicable after the extra duty.

11.4.4 By mutual agreement, an employee may accumulate up to ten hours' time in lieu.

11.4.5 By mutual agreement, where an employee has accumulated ten hours' time in lieu, the employee may take the time off in conjunction with annual leave at the rate of one and a half hours off for each hour of overtime worked. In such circumstances, the time off in lieu shall not attract annual leave loading as provided for in clause 24.

11.5 Minimum payment

An employee who is required to present for overtime work on a Saturday, Sunday or

public holiday shall:

11.5.1 Be paid for a minimum of three hours;

11.5.2 Not be required to work the full three hours if the work to be performed is completed in a shorter period.

11.6 Calculation of payment

11.6.1 The hourly rate to be used for such calculations shall be that defined in clause 9.

11.6.2 In the case of casual employees, overtime payments shall be in addition to the twenty-five per cent casual loading, so that:

11.6.2(a) Where time and a half is applicable, the rate of pay shall be 175 per cent of the hourly rate;

11.6.2(b) Where double time is applicable, the rate of pay shall be 225 per cent of the hourly rate.

11.6.3 In computing overtime payments, each day's work shall stand alone.

11.7 Recall to work

11.7.1 An employee who is recalled to work overtime after leaving the place of employment, shall be paid for a minimum of three hours' work at the appropriate rate for such time recalled.

11.7.2 An employee recalled shall not be required to work the full three hours if the work to be performed is completed in a shorter period.

11.7.3 Paragraph 11.7.1 shall not apply when overtime is continuous with completion or commencement of ordinary working time.

11.7.4 Subject to paragraph 11.7.5, where an employee is recalled for duty on his/her programmed day off, he/she shall be paid in accordance with the provisions of paragraph 11.7.1 and shall be entitled to substitute another day for the programmed day.

11.7.5 Where a full-time employee has been given prior notice of at least 24 hours that he/she will be required to work on his/her programmed day off due to an emergency, the employee shall be paid at ordinary time for that day and a substitute day off shall be granted.

11.8 Transport

When an employee is required to work overtime and finishes work at a time when normal means of transport are not available, the employer shall provide the employee with the cost of a taxi and the time of travel shall be paid as time worked. If the employee uses his/her own vehicle, he/she shall be paid the appropriate mileage allowance provided for in clause 18 and the time of travel shall be paid as time worked.

11.9 Meal break and allowance

An employee working overtime shall be allowed a meal break of 30 minutes without deduction of pay after each four continuous hours of overtime worked.

11.10 Rest breaks

11.10.1 An employee shall have at least ten hours free from duty between the completion of a period of overtime and commencement of his/her next ordinary working day.

11.10.2 Where an employee is unable to have a break as provided for in paragraph 11.10.1, payment for all time worked, whether normal or rostered working hours or not, shall be at overtime rates until such time as a break is taken.

12. SLEEPOVERS

12.1 "Sleepover" means a continuous period during which an employee is required by the employer to sleep over at the workplace and be available to deal with any urgent situation which cannot be dealt with by another employee or be dealt with after the end of the sleepover period.

12.2 An employee shall only sleepover under the following conditions

12.2.1 There is an agreement between the employer and employee in respect of each period;

12.2.2 A sleepover period shall consist of a maximum of eight continuous hours of a twelve hour night shift, the remaining four hours to be paid at night shift rates;

12.2.3 A sleepover period shall count as night shift hours for the purpose of calculation of annual leave entitlements, overtime entitlements and limitations on night work

in this agreement;

12.2.4 No overtime shall be worked in conjunction with a night shift which includes a sleepover, other than disturbances during the sleepover period.

12.3 The employer shall ensure that the employee is able to sleep on the premises and shall provide:

- A meal
- Suitable, healthy accommodation and bedding in a single room occupied by
- the employee
- A bathroom or shower room, toilet and a meal room which are all
- reasonably accessible from the bedroom and reasonably private
- Linen, cutlery, crockery and blankets

There shall be no charge to the employee for any of these provisions.

12.4 An employee engaged on a sleepover shall be paid ordinary rates for the period of the sleepover.

12.5 Where an employee is required to perform duties during the sleepover period, each disturbance shall be recorded and paid in multiples of one half hour's work at the appropriate night shift rate.

13. EXCURSIONS

13.1 Where an employee agrees to supervise clients in excursion activities involving overnight stays from home, the following provisions shall apply:

13.1.1 Payment at normal rates of pay for time worked between the hours of 8.00am to 8.00pm Monday to Friday up to a maximum of ten hours per day.

13.1.2 Accrual of time in lieu of overtime payment for all other hours.

13.1.3 Payment of overnight allowance in accordance with the provision of clause 12

13.2 Weekend excursions: In addition to time in lieu accrued pursuant to clause 13.1.2, where an employee involved in overnight excursion activities is required to work on a Saturday and/or Sunday, the days worked in the two week cycle including that weekend shall not exceed ten days.

14. PAYMENT OF WAGES

14.1 All wages shall be paid at least fortnightly by cash or by cheque or electronic transfer to

a financial institution of the employee's choice. The method of payment will be as agreed between the employer and the majority of employees.

14.2 Wages shall be paid during working hours on a weekday mutually agreed by the employer and majority of employees in each service, being not more than three days following the end of the pay period.

14.3 The pay day selected, once agreed, must not be changed without mutual agreement between the employer and the majority of employees.

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

14.5 An employer may deduct from amounts due to an employee such amounts as are authorised in writing by the employee and deductions of income tax required to be made to the Australian Taxation Office.

14.6 On pay days, the employer shall provide for each employee a statement in writing of the gross pay and allowances to which they are entitled, the amount of deductions there from and the net amount to be paid.

15. ACCIDENT PAY - MAKE-UP OF PAY

15.1 "Accident make-up pay" means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the appropriate Workers' Compensation Act or Ordinance and the agreement rate, or, where the incapacity is for a lesser period than one week, the difference between the amount of compensation and the agreement rate for that period.

15.2 The employer shall pay an employee accident make-up payment where the employee receives an injury for which weekly payment of compensation is payable by or on behalf of the employer pursuant to the provisions of the appropriate Workers' Compensation Act or Ordinance as amended from time to time.

15.3 The employer shall pay, or cause to be paid, accident make-up payment during the incapacity of the employee within the meaning of the appropriate Act or Ordinance until such incapacity ceases or until the expiration of a period of 39 weeks from the date of injury.

15.4 Payment prescribed shall apply only in respect of an incapacity which results from an injury which is current during the first pay period commencing on or after or which

occurs subsequent to that pay period.

15.5 The liability of the employer to pay accident make-up pay in accordance with this clause shall arise as at the date of the injury or accident in respect of which compensation is payable under the appropriate Act or Ordinance. The termination of the employee's employment for any reason during the period of any incapacity shall in no way affect the liability of the employer to pay accident make-up payment as provided in this clause.

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

16 SUPERANNUATION

16.1 Employer superannuation contributions will be made in accordance with the relevant Superannuation Guarantee legislation.

16.2 All new employees will become members of a complying superannuation fund approved by the Australian Prudential Regulations Authority.

16.3 Employees who do not provide a written notification of a complying fund within 30 days of commencing employment shall be deemed to be a member of HESTA, which is the default fund.

16.4 Superannuation contributions will be forwarded on a monthly basis to the complying designated superannuation fund.

16.5 Paid leave

Subject to the trust deed of the fund of which the employee is a member, contributions shall continue whilst a member of a fund is absent on paid leave such as annual leave, long service leave, public holidays, jury service, sick leave and bereavement leave.

16.6 Unpaid leave

Contributions shall not be required to be made in respect of any absence from work without pay.

16.7 Work related injury and sickness

16.7.1 In the event of an eligible employee's absence from work due to work related injury or sickness, contributions shall continue for the period of the absence (subject to a maximum of 52 weeks' total absence for each injury or sickness) provided that the member of the fund (employee) is receiving payments pursuant to Workers' Compensation legislation and in accordance with clause 15.

16.7.2. Contributions equivalent to those set out in the Multi Enterprise Agreement continue to be made to the alternative approved fund on behalf of employees.

PART 4. ALLOWANCES

17. HIGHER DUTIES ALLOWANCE

17.1 An employee who is called upon by the employer to perform the duties of another employee in a higher classification under this agreement for three consecutive working days or more shall be paid for the period for which duties are assumed at a rate not less than the minimum rate prescribed for the higher classification.

17.2 In cases where the minimum rate of the higher classification is the same as the relieving employee's current salary, the relieving employee shall be paid at the first salary level above their current salary.

17.3 For the purposes of this clause performing the duties of another employee in a higher classification involves carrying out the full range of responsibilities and obligations of the higher classification as they apply at the time that the work is performed.

18. TRAVELLING AND MOTOR VEHICLE ALLOWANCE

18.1 Should an employee be required to use his/her own vehicle on his/her employer's business, the employee shall be paid \$.78 per kilometre. This amount will vary each year in accordance with any variations to the allowance made by the Fair Work Commission such as arising from annual wage reviews for the Social, Community, Disability and Home Care Industry Award travel and motor vehicle allowances.

18.2 An employee required to travel by other means in connection with his/her work shall be reimbursed all reasonable travelling expenses so incurred with reasonable proof of such expenses to be provided by the employee to the employer.

18.3 Where an employee is called on duty at night or other than their normal hours, or on any non-working day he/she shall be reimbursed his/her fares, or if using his/her own vehicle to travel between their home and place of work, receive a travelling allowance, as set out in subclause 18.1.

18.4 Where an employee is required to work at times and/or in places where the use of public transport could reasonably be deemed to place the employee in a position of possible personal risk, the employer shall provide suitable transport or shall authorise the employee to use his/her own vehicle. This subclause shall include, where applicable, the employee's travelling between his/her home and place of work.

18.5 Where an employee uses a motor vehicle under subclause 18.1 and, by reason of that use, the employee is required, under the law in force in the State or Territory in which the motor vehicle is registered, to pay a fee for the registration of the motor vehicle that exceeds the fee that they would otherwise have been required to pay under that law for the registration of the motor vehicle, the employee is entitled to be paid, by way of reimbursement, an amount equal to the amount of the excess.

18.6 Where an employee uses a motor vehicle under subclause 18.1 and, by reason of that use, the employee is required to pay an amount by way of full comprehensive insurance premium that exceeds the amount that the employee would otherwise have been required to pay by way of full comprehensive insurance premium, the employee is entitled to be paid by way of reimbursement an amount equal to the amount of the excess.

18.7 Travelling expenses

An employee required to stay away from home overnight shall be reimbursed the cost of reasonable board, lodgings and meals. Reasonable proof of costs so incurred is to be provided by the employee to their employer.

19. ON-CALL ALLOWANCE

19.1 An employee required to be on-call (ie. available for recall to duty) during the period commencing from the time of finishing ordinary duty on Monday and the termination of ordinary duty on Friday shall be paid an allowance equal to two hours' ordinary pay for any specified 24 hour period or part thereof.

19.2 An employee required to be on-call during the period commencing after the termination of ordinary duty on Friday and the commencement of ordinary duty on Monday or on a public holiday shall be paid an allowance equal to four hours' ordinary pay for any specified 24 hour period or part thereof.

20. PROTECTIVE CLOTHING

20.1 Where it is necessary that an employee wear protective clothing on duty, the employer must reimburse the employee for the cost of purchasing such clothing.

20.2 The provisions of clause 20.1 do not apply where the clothing is supplied to the employee at the employer's expense.

20.3 Where protective clothing is supplied without cost to the employee it will remain the property of the employer.

21. FIRST AID CERTIFICATE

An employee who holds a current first aid certificate issued by the St John's Ambulance Association or Australian Red Cross Society or equivalent qualification, and who is required by his/her employer to perform first aid duty at his/her workplace, shall be paid an allowance of \$14.64 per week. This amount will increase each year in accordance with the relevant increases awarded by the Fair Work Commission to the Social, Community, Disability and Home Care Industry Award first aid allowance.

22. TELEPHONE ALLOWANCE

22.1 An employer shall reimburse the employee for the cost of telephone calls necessarily incurred as a result of their employment.

22.2 An employee directed by his/her employer to install a telephone at his/her home shall be reimbursed 50 per cent of the cost of installation at the commencement of employment and the remaining 50 per cent after twelve months of service.

22.3 An employee directed to have a telephone at his/her home for business purposes shall be reimbursed 100 per cent of the rental costs upon production of receipts until the employer advises the employee in writing that he/she is no longer required to use the telephone for business purposes.

PART 5. LEAVE

23. PERSONAL LEAVE

The provisions of this clause apply to full-time and part-time employees, but do not apply to casual employees, except in respect of Clauses 23.5.3 and 23.5.4, both of which apply to all employees.

23.1 Amount of paid personal leave

23.1.1 Paid personal leave will be available to an employee in accordance with the NES, subject to the following additional provisions:

23.1.2 The amount of personal leave to which an employee is entitled depends on how long he or she has worked for the employer and accrues as follows:

23.1.2(a) Fifteen days will be available in the first year of service;

23.1.3 In any year unused personal leave accrues by the lesser of:

23.1.3(a) Fifteen days less the amount of sick leave and carer's leave taken during the year; or

23.1.3(b) the balance of that year's unused personal leave.

23.1.3(c) There shall be no payment of portions of leave not taken, on retirement or termination.

23.1.4 An employee must take all reasonable steps to provide his/her employer with the earliest possible notice of his/her absence from work.

23.1.5 Personal Leave will accrue progressively during the year and accumulate from year to year in accordance with the National Employment Standards.

23.2 Immediate family or household

23.2.1 The entitlement to carer's or compassionate leave is subject to the person in respect of whom the leave is taken being either:

23.2.1(a) a member of the employee's immediate family; or

23.2.1(b) a member of the employee's household.

23.2.2 The term **immediate family** includes:

23.2.2(a) A spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means a person who lives with the first mentioned person as the partner of that person on a bona fide domestic basis although not legally married to that person and includes same-sex partners; and

23.2.2(b) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

23.3 Sick leave

23.3.1 An employee is entitled to use up to fifteen days of the current year's personal leave entitlement as sick leave in the first year of service and fifteen days in the second and subsequent years of service.

23.3.2 An employee is entitled to use accumulated personal leave for the purposes of sick leave where the current year's sick leave entitlement has been exhausted.

23.3.3 Sick leave for more than three consecutive days requires the production of a medical certificate or such other evidence that would satisfy a reasonable person that the leave taken is due to illness or injury.

23.3.4 If the full period of sick leave as described above is not taken in any year, such portion as is not taken shall be cumulative from year to year. There shall be no payment of portions of leave not taken, on retirement or termination.

23.3.5 Part day absences

For the purpose of calculating deductions from sick leave accruals where employees taking such leave are absent for part of a day, the following procedure shall be used:

23.3.5(a) Leave credits should be converted into hours on the basis of a 7.6 hour day; and

23.3.5(b) Leave taken to the nearest quarter of an hour, should then be deducted from this total.

23.3.6 Sickness on programmed day off

Where an employee is sick or injured on the weekday they are to take off in accordance with clause 23.3.7 or 23.3.8 he/she shall not be entitled to sick pay nor will his/her sick pay entitlements be reduced as a result of his/her sickness or injury on that day.

23.3.7 Sickness while on leave

Where an employee falls sick or suffers an injury while on leave and provides to his/her employer a medical certificate to show that he/she is or was incapacitated to the extent that he/she would be unfit to perform his/her normal duties, he/she shall be granted, at a time convenient to the employer, additional leave equivalent to the period of incapacity falling within the said period of leave provided that the

period of incapacity is of at least five working days' duration. Subject to sick leave credits, the period of certified incapacity shall be paid for and debited as sick leave.

23.4 Compassionate leave

23.4.1 An employee is entitled to Compassionate Leave in accordance with the NES, provided that they may use up to three days compassionate leave on each occasion of the death or serious life threatening illness or injury of a member of the employee's immediate family or a member of the employee's household as defined in clause 23.2

23.4.2 An employee may take unpaid compassionate leave by agreement with the employer.

23.4.3 Reasonable evidence of the death or serious life threatening illness or injury shall be furnished by the employee to their employer if required.

23.5 Carer's leave

23.5.1 An employee is entitled to use personal leave to care for a member of their immediate family or household, in accordance with the NES..

23.5.2 The employee shall, if required, establish by production of a medical certificate or statutory declaration, evidence of their caring responsibility.

23.5.3 An employee may take a period of unpaid family/carers leave, subject to mutual agreement between the employer and the employee. The employee has a right to at least two days unpaid carers leave..

23.5.4 The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their 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 employer by telephone of such absence at the first opportunity on the day of absence.

23.5.5 Make-up time

An employee may elect, with the consent of his/her employer, 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 agreement.

23.6 Domestic Violence Leave

- (a) The parties recognize that both female and male employees sometimes experience situations of violence or abuse in their personal life that may affect their attendance or performance at work;
- (b) Domestic/family violence as defined as actual physical or mental harm, apprehension and fear of physical or mental harm, or damage to property perpetrated by a partner, ex-partner or a family member;
- (c) An employee shall be granted paid domestic violence leave up to ten days per year to be used for absences from the workplace to attend to matters arising from domestic /family violence situations.
 - i. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day;
- (d) An employee must make all reasonable efforts to advise their Manager/Supervisor as soon as reasonably practicable prior to the employees normal start time on any day of absence. If it is not reasonably practicable for the employee to give prior notice of absence due to circumstances beyond the employees control, the employee shall notify their Manager/Supervisor by telephone of such absence by the first opportunity on the day of the absence;
- (e) Personal information concerning domestic/family violence will be kept confidential by the Employer;
- (f) The Employer, where requested by the employee and where appropriate, will facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address, and will only refuse such a request on reasonable business grounds;
- (g) An employee who supports a person experiencing domestic/family violence may take carer's leave to accompany them to court, hospital or to mind children;
- (h) An employee experiencing domestic/family violence may be referred to the Employee Assistance Program (EAP) and/or other local resources. The EAP shall include professionals trained specifically in domestic/family violence.
- (i) An employer may require an employee to provide evidence that would satisfy a reasonable person that the leave is taken to attend to matters arising from domestic violence.

24. ANNUAL LEAVE

24.1 Annual leave is provided by the NES, and this Agreement contains additional provisions. An employee, other than a casual employee, shall be entitled to the following

annual leave on pay for each year of service, accrued progressively during the year:

24.1.1 An employee regularly rostered for duty over seven days of the week or who regularly works shift work shall be entitled to five weeks;

24.1.2 Any other employee shall be entitled to four weeks.

24.4 Annual leave shall be exclusive of any of the public holidays prescribed in clause 25 and if any holidays fall within an employee's period of annual leave and is observed on a day which, in the case of that employee, would have been an ordinary working day, there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

24.5 The annual leave provided for in this clause shall be allowed and shall be taken, and, except as provided by subclause 24.7, payment shall not be made or accepted in lieu of annual leave.

24.6 Annual leave shall be taken at a time determined by mutual agreement between the employer and employee within a period not exceeding six months from the end of the year in which the leave accrued provided that either party may give the other six weeks written notice of their intention to take annual leave or requirement that leave be taken. By mutual agreement in writing the taking of annual leave may accrue to a maximum of eight weeks.

24.7 Should an employee not complete any period of twelve months' service they shall, on the termination of his/her employment, provided that he/she has been employed continuously for one month or more, be entitled to pay in lieu of annual leave on a pro rata basis for each completed month of service.

24.8 In addition to the payments prescribed in subclause 24.1 an employee proceeding on annual leave shall receive a loading of 17.5% of annual leave pay.

25. PUBLIC HOLIDAYS

25.1 Employees shall be entitled, without loss of pay, to public holidays listed in this clause.

25.2 Public holidays applicable to employees under this agreement are the ACT Public Holidays as designated by the Chief Minister and Cabinet Directorate.

25.3 In addition to the public holidays prescribed in clause 25.2:

25.3.2 an additional day within the Christmas/New Year period according to the following table:

Christmas Day Additional Day

Sunday Wednesday 28 December

Monday Wednesday 27 December

Tuesday Monday 31 December

Wednesday Friday 27 December

Thursday Monday 29 December

Friday Tuesday 29 December

Saturday Wednesday 29 December

25.4 Where an additional public holiday is proclaimed or gazetted by the authority of the Commonwealth Government or Territory Government and such proclaimed or gazetted holiday is to be observed generally by persons throughout that Territory or a locality, or when such a proclaimed or gazetted day is, by any required judicial or administrative order, to be so observed, then such day shall be deemed to be a holiday for the purposes of this agreement, for employees covered by this agreement who are employed in the Territory or locality in respect of which the holiday has been proclaimed or ordered as required.

25.5 For the purposes of this agreement:

25.5.1 Where Christmas Day falls on a Saturday or on Sunday, the following Monday and Tuesday shall be observed as Christmas Day and Boxing Day respectively; and

25.5.2 Where New Year's Day falls on a Saturday or on a Sunday, the following Monday shall be observed as New Year's Day; and the said Saturday and/or Sunday shall be deemed not to be holidays.

25.6 By agreement between an employer and their employees, another day may be substituted for any public holiday prescribed by this agreement.

25.7 Subject to clause 25.6, an employee who works on a public holiday shall be paid at the holiday rate of double time and one half of their ordinary hourly rate of pay.

26. LONG SERVICE LEAVE

All employees shall be entitled to paid long service leave in accordance with the *Long Service Leave (ACT) Act 1976* and as amended. The ACT portable Long Service Leave Scheme applies in accordance with the *Long Service Leave (Portable Schemes) Act 2009*.

27. PARENTAL LEAVE

Parental leave is provided by the NES and is separate and additional to the Paid Parental Leave Scheme provided by the federal government. Parental leave under the NES includes twelve months unpaid leave for eligible employees and also provides for a range of rights and entitlements such as:

- Leave able to be shared between a couple;
- Adoption leave;
- Notice periods and timing of leave before birth;
- Notice and evidence requirements;
- A right to request an extension of leave by up to 12 months;
- Unpaid special maternity leave where the employee has pregnancy-related illness;
- Transfer to a safe job in certain circumstances;
- A right for the employee to be consulted about workplace change that could have a significant effect on the employee; and
- Rights in relation to return to work

28. JURY SERVICE

28.1 An employee required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wages he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service.

28.2 An employee shall notify his/her employer as soon as possible of the date upon which they are required to attend for jury service. Further, the employee shall give his/her employer documentary proof of his/her attendance, the duration of such attendance and the amount received in respect of such jury service.

29. CALCULATION OF CONTINUOUS SERVICE

29.1 For the purpose of calculating entitlements under this agreement, service with one particular employer shall be deemed to be continuous notwithstanding:

29.1.1 Absence from work on account of paid leave, which shall be taken into account and counted as time worked.

29.1.2 The end of a funding cycle or the funding of the project.

29.1.3 Unpaid absences. Provided that unpaid absences shall not be counted as time worked, except that where unpaid absences total less than one week in any year of

employment such absences shall be counted as time worked.

29.2 Where a service is before or after the date of this agreement, transmitted from an employer (in this subclause called the "transmittor") to another employer (in this subclause called the "transmittee") and an employee who at the time of such transmission was an employee of the transmittor in that service becomes an employee of the transmittee:

29.2.1 The continuity of employment of the employee shall be deemed not to have been broken by reason of such transmission; and

29.2.2 The period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.

30. LEAVE WITHOUT PAY

On application by an employee, an employer may, at its discretion grant to an employee leave without pay for any purpose, provided that approval is not unreasonably withheld.

31. BLOOD DONORS

31.1 An employee who is absent during ordinary working hours for the purpose of donating blood shall not suffer any deduction of pay, for the period involved on each occasion and subject to a maximum of four separate absences for the purpose of donating blood each calendar year.

31.2 Provided that such employee shall arrange as far as practical for his/her absence to be as close as possible to the beginning or the ending of his/her ordinary working hours.

31.3 Provided further, that the employee shall notify his/her employer as soon as possible of the time and date upon which he/she is requesting to be absent for the purpose of donating blood.

31.4 Reasonable proof of attendance of the employee at the recognised place for the purpose of donating blood and the duration of such attendance shall be furnished by the employee to their employer if required.

32. CEREMONIAL LEAVE

32.1 An employee who is legitimately required by indigenous tradition to be absent from work for Aboriginal or Torres Strait Islander ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year, with the approval of the employer.

33. CULTURAL LEAVE

33.1 An employee who is able to establish to the employer that he/she has an obligation under his/her cultural heritage to participate in ceremonial activities shall be granted special leave.

33.2 An employee shall be on special leave for the period he/she can establish to the employer is necessary to fulfil his/her obligation.

33.3 Special leave granted pursuant to this clause shall be unpaid leave.

PART 6. DISPUTE RESOLUTION, TERMINATION AND REDUNDANCY

34. Dispute resolution procedure

General

(a) The procedures in this clause will be used to deal with all disputes arising out of the employment relationship between the employers and their employees bound by this agreement, including disputes regarding the NES.

(b) All the employees and the employer have an interest in the proper application of the Agreement.

(c) At all stages in these procedures, a party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute.

(d) In the first instance the parties will genuinely attempt to resolve the dispute at the workplace by discussions between the employee or employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the employee or employees concerned and more senior levels of management as appropriate.

(e) Where a dispute arises regarding the terms of this agreement or any other matter arising in the workplace the parties agree that if the dispute is unable to be resolved at

the workplace, and all agreed steps for resolving it have been taken, or if a party refuses to follow the dispute resolution procedure, the dispute may be referred by either party to the Fair Work Commission for resolution by conciliation and, if the dispute remains unresolved, by arbitration.

Conciliation

(f) If the dispute is referred to the Fair Work Commission for conciliation, the Fair Work Commission will have all the powers set out at Chapter 6, part 6.2 of the Fair Work Act 2009.

Further, the following procedure will guide the Fair Work Commission's actions:

a. Before the process commences the Fair Work Commission may confer with the parties informally about matters of procedure, such as:

- i. the presentation of each side's position (whether oral or in writing);
 - ii. confidentiality requirements;
 - iii. representation at the conciliation;
 - iv. timing, location and duration of the conciliation;
 - v. whether a telephone conference is all that is needed in the first instance;
- and

vi. any further particulars about Fair Work Australia's role in relation to establishing procedures.

b. Subject to the preceding clause, it is agreed that Fair Work Australia will observe confidentiality about all aspects of the dispute and may do such things as:

- i. help the parties identify the define the matters in dispute;
- ii. help the parties to develop a procedure which is aimed at achieving resolution of the dispute, quickly, fairly and cost-effectively;
- iii. where appropriate, suggest particular dispute resolution techniques for individual issues aimed at narrowing the matters in dispute quickly, fairly and cost-effectively; and
- iv. act as the facilitator of direct negotiations between the parties.

c. The parties further agree that during the conciliation, the Fair Work Commission may, at its discretion, discuss the matter(s) in dispute privately with any of the parties to the dispute or their representatives. the Fair Work Commission shall keep confidential the content of any such discussion and shall not expressly or impliedly convey the

content of such discussion (or part thereof) unless specifically authorised to do so.

d. If the Fair Work Commission is of the view that having completed the above process the matter(s) in dispute remains unresolved, it will do one or more of the following things:

- i. make suggestions for resolution of the dispute;
- ii. express opinions as to what would constitute a reasonable resolution of the dispute, or any part thereof; or
- iii. if the matter in dispute is not resolved, it may within seven days, provide a written report to the parties expressing the Fair Work Commission's opinion of what would constitute a reasonable resolution of the dispute, or any part thereof.

e. Any function performed by the Fair Work Commission in this regard is advisory only, and is not binding upon the parties.

Arbitration

(g) If arbitration is necessary the Fair Work Commission will have all the powers in relation to hearings, witnesses, evidence and submissions which it deems necessary to make the arbitration effective, in accordance with Chapter 6, part 6.2 of the Fair Work act 2009.

Further:

- a. Each party agrees to be bound by the arbitration decision of the Fair Work Commission and each party agrees it will not exercise a right of appeal against the decision.
- b. Before making its decision, the Fair Work Commission will give the parties an opportunity to be heard formally on the matter(s) in dispute.
- c. In making its decision, the Fair Work Commission will only have regard to the materials, including witness evidence, and submissions put before it at the hearing and will disregard any admissions, concession, offers or claims made in conciliation.
- d. The parties will abide by any directions issued.
- e. the Fair Work Commission will provide the decision in writing to the parties as quickly as practicable after hearing the parties.

Work to continue as normal

(h) Until the dispute or grievance is resolved, work must continue in accordance with the

custom and practice in existence prior to notification of the dispute or grievance.

Exceptions to this clause shall exist:

- a. In cases of health and safety matters where existing conditions may place a party at risk, or
- b. Where existing conditions may place either party under unreasonable duress pending resolution of the matter.

No party shall be prejudiced as to the final settlement by the continuation of work in accordance with clause 34.

35. FAIR EMPLOYMENT PRACTICE

DISCIPLINARY PROCEDURES

35.1 Disciplinary procedures may need to be instituted in the event that an employee's conduct or work performance appears to the employer to be unacceptable.

The employer is committed to ensuring that natural justice applies.

- a) In circumstances which could justify summary dismissal for serious and wilful misconduct, the procedures set out in clause 35.16 will apply;
- b) For all other concerns about an employee's performance or conduct the procedures set out in clauses 35.3 – 35.12 will apply

35.2 For the purpose of these procedures,

- a) "the employer" means the relevant manager with delegated authority to manage the performance and conduct of employees on behalf of the employer and to either make, or recommend to senior management, decisions regarding disciplinary action; and
- b) "the employee" means an employee other than probationary employees, who are subject to provisions set out in 6.3 for probation; or short term casual employees, who are subject to provisions set out in clause 6.7.

First Meeting

35.3 Where the employer or nominee has serious concerns about the work performance or conduct of an employee, the employer shall notify the employee as soon as practicable, usually at least one day in advance, that he/she wishes to meet with the employee and will provide an outline of the performance or conduct concerns that will be discussed, advise the employee that these

disciplinary procedures apply, and that they may be accompanied by a support person . The meeting shall be conducted as soon as possible as directed by the employer, but taking reasonable account of the availability of any support person. A support person will normally be a colleague or a union representative (including a legally qualified representative acting in their capacity as an employee of the relevant union) but may not be a practising lawyer.

35.4 Nothing prevents an employee's representative from seeking to meet with the employer to discuss any procedural concerns before the initial meeting with the employee. Such meeting shall then be

held as soon as possible.

35.5 At the meeting, the employer

shall outline their concerns to the employee, and any nominated representative. The employee will have an opportunity to respond to the concerns raised. Outcomes of the meeting could include:

- A decision that the concerns are not substantiated and that there will be no further action taken;
- An adjournment to allow the employee more time to prepare a response to the concerns, following the initial discussion with the employer;
- Further investigation, taking account of the employee's response;
- An agreed resolution of the concerns; or
- A warning which may include a performance improvement plan and timetable.

35.6 The employer will prepare (as soon as possible afterwards) a record

of the relevant facts and the outcome of the meeting, to be placed on the employee's

personal file. This record shall remain strictly confidential between the parties

attending the meeting, except by agreement between the parties. The employee's

personal file shall be kept in a secure place and shall be accessible to all parties present

at the meeting.

35.7 Where the employer determines that there is no longer cause for serious concern or that no further action is warranted, this shall be stated on the employee's personnel file

as soon as possible afterwards. In the circumstance of a determination that the concerns were not substantiated and no action was needed, unless the same concern arises within six months

thereafter, all references to the concern shall then be deleted from the file.

Second Meeting

35.8 Where it was agreed that action to deal with the problem should be reviewed or where after a reasonable period (normally at least four weeks in the case of a performance issue) the employer still

has serious concerns about the same matter; a further counselling session or meeting

shall be held on the basis outlined above.

35.9 Where the concerns relate to allegations of harassment or intimidation on the basis of gender, ethnicity, sexuality or physical disability, Clause 35.7 shall not apply.

Outcomes of Second Meeting

35.10 Where, in the opinion of the employer, the second meeting has not resolved the employer's concerns about the matter, a further warning may be issued, or in particularly serious cases such as repeated misconduct or incompetence of such seriousness that safety or organisational viability are at risk, termination of employment with notice may occur. Where a warning is the outcome it will be provided in writing and specify to the employee that disciplinary action will be taken, or his/her employment may be terminated by the employer or nominee unless the employee's performance or conduct is satisfactory by the end of a period of time (usually at least 4 weeks in the case of performance concerns) after the warning is issued. The warning shall outline the employer's concerns, the facts relied upon to justify the warning, the length of the warning period, and the action which the employer or nominee proposes to take if performance or conduct is not satisfactory by then. A copy of this Clause of the Agreement shall be attached, and a copy of the warning shall also be provided promptly to any representative of the employee.

35.11 Where, after the second warning described above, the same problem persists or arises again within six months of that meeting, the employer may arrange further meetings to explain their concerns and to provide the employee with the opportunity to respond to the matters raised, on the same basis as set out in clause 35.8 – 35.10.

Disputes Concerning a Written Warning

35.12 Nothing prevents a dispute about the application of this clause being dealt with in accordance with clause 34.

35.16 DISCIPLINARY ACTION AND SERIOUS MISCONDUCT

35.16.1 Except in circumstances justifying summary dismissal (in accordance with Clause 35.16.3 of this Agreement), no action shall be taken by the employer or nominee to discipline or terminate the employment of an employee on the grounds of the employee's performance or conduct unless the procedures in Clause 35 have first been followed.

35.16.2 The employer or nominee may, in cases of alleged serious misconduct, suspend an employee on full pay or direct them to perform different duties and/or direct them to perform work in a different workplace, but under the employee's existing conditions, until such time as the alleged misconduct has been investigated and a meeting has been organised to discuss the allegations (as provided for in Clause 35). The employer or nominee shall endeavour to keep the period of suspension short. In the event of any suspension, the employee will be provided in writing with the reason/s for the suspension and an estimate of the duration of the suspension.

35.16.3 Situations which may warrant summary dismissal would include, but are not limited to:

- a) Fighting
- b) The inability to carry out normal duties as a result of the use of intoxicants
- c) Fraud
- d) Criminal conduct
- e) Wilful damage to company property
- f) Deliberate breach of occupational health and safety obligations
- g) Abuse of members of the public
- h) Harassment or unlawfully discriminatory conduct

36 NOTICE OF TERMINATION

36.1 In order to terminate the employment of an employee the employer must give to the employee the period of notice specified in the table below:

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

36.1.2 In addition to the notice in 36.1, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.

36.1.3 Payment in lieu of the prescribed notice in 36.1. and 36.1.2 must be made if the appropriate notice period is not required to be worked. Provided that employment

may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.

36.1.4 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:

36.1.4(a) the employee's ordinary hours of work (even if not standard hours); and

36.1.4(b) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and

36.1.4(c) any other amounts payable under the employee's contract of employment.

36.1.5 The period of notice in this clause does not apply:

36.1.5(a) in the case of dismissal for serious misconduct;

36.1.5(b) to employees engaged for a specific period of time or for a specific task or tasks;

36.1.5(c) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or

36.1.5(d) to casual employees.

36.1.6 Continuity of service shall be calculated in the manner prescribed in clause 29.

36.2 Notice of termination by an employee

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

36.2.2 If an employee fails to give the notice specified in 36.2.1 the employer has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under **36.2.1**.

36.3 Job search entitlement

Where an employer has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other

employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

37 - INTRODUCTION OF CHANGE

37.1 Employer's duty to notify

37.1.1 Where an employer has made a definite decision to introduce major changes in program, organisation, structure or technology that are likely to have significant effect on employees, the employer shall notify the employees and their representatives, if any, who may be affected by the proposed changes.

37.1.2 "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; changes in the designation of staff positions; the alteration of hours of work; the need for retraining or transferring of employees to other work or locations and the restructuring of jobs. Provided that where this agreement makes provision for alteration of any of the matters referred to an alteration shall be deemed not to have significant effect.

37.2 Employer's duty to discuss change

37.2.1 The employer shall discuss with the employees affected and their representatives, if any, the introduction of the

changes referred to in clause 37.1.1, the effects such changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees

37.2.2 The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in subclause 37.1.1.

37.2.3 For the purpose of such discussion, the employer shall provide in writing to the employees concerned and their representatives, if any, 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 any employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interest.

37.3 Consultation about changes to rosters or hours of work

37.3.1 Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.

37.3.2 The employer must:

- a) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
- b) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities; and
- c) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and / or their representatives.

37.3.3 The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours

37.3.4 These provisions are to be read in conjunction with other provisions in this agreement concerning the scheduling of work and notice requirements

38. TRANSMISSION OF BUSINESS

Where a business is transmitted from one employer to another, as set out in clause 39 - Redundancy, the period of continuous service that the employee had with the transmittor or any prior transmittor is deemed to be service with the transmittee and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

39. REDUNDANCY

39.1 Definitions

39.1.1 Business includes trade, process, business or occupation and includes part of any such business.

39.1.2 Redundancy occurs where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.

39.1.3 Small employer means an employer who employs fewer than 15 employees.

39.1.4 Transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and **transmitted** has a corresponding meaning.

39.1.5 Week's pay means the ordinary time rate of pay for the employee concerned.

Provided that such rate shall exclude:

- overtime;
- penalty rates;
- disability allowances;
- shift allowances;
- special rates;
- fares and travelling time allowances;
- bonuses; and
- any other ancillary payments of a like nature.

39.2 Discussions before termination

39.2.1 Where the employer for any reason, including the cessation or reduction of grant funding, has made a definite decision that the employer no longer wishes the job the employee has been doing, done by anyone and the decision may lead to termination of employment, the employer shall hold discussions with the employees directly affected.

39.2.2 The discussions shall take place as soon as practicable after the employer has made a definite decision which will invoke the provisions of clause 39.2.1 and shall cover inter alia, any reasons for the proposed terminations, measures to avoid or minimise terminations and measures to mitigate any adverse effects of any

terminations or the employees concerned.

39.2.3 For the purposes of the discussion, the employer shall, as soon as practicable, provide in writing to the employees concerned, all relevant information about the proposed terminations including the reason for the proposed terminations, the number of categories of employees likely to be affected and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information, the disclosure of which would be inimical to the employer's interests

39.3 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

39.4 Severance pay

39.4.1 Severance pay – other than employees of a small employer

An employee, other than an employee of a small employer as defined, whose employment is terminated by reason of redundancy, is entitled to the following amount of severance pay in respect of a period of continuous service:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay

3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	20 weeks' pay

* **Week's pay** is defined in 39.1.5

39.4.2 Severance pay – employees of a small employer

An employee of a small employer as defined in 39.1.3 whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

Period of continuous service Severance pay

Less than 1 year Nil

1 year and less than 2 years 4 weeks' pay*

2 years and less than 3 years 6 weeks' pay

3 years and less than 4 years 7 weeks' pay

4 years and over 8 weeks' pay

* **Week's pay** is defined in clause 39.1.5.

39.4.3 Continuity of service shall be calculated in the manner prescribed by clause 29.

39.5 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in clause 36 - Notice of Termination. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the employer until the expiry of the notice, but will not be entitled to payment in lieu of

notice.

39.6 Alternative employment

39.6.1 An employer, in a particular redundancy case, may make application to Fair Work Australia to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

39.6.2 This provision does not apply in circumstances involving transmission of business as set in 39.8.

39.7 Job search entitlement

39.7.1 During the period of notice of termination given by the employer in accordance with 36, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

39.7.2 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 he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

39.7.3 The job search entitlements under this subclause apply in lieu of the provisions of 36.3.

39.8 Transmission of business

39.8.1 The provisions of the NES and the Fair Work Act apply in relation to transfer of employment and transmission of business.

39.9 Employees exempted

This clause does not apply to:

- employees terminated as a consequence of serious misconduct that justifies
- dismissal without notice;
- probationary employees;
- trainees;
- employees engaged for a specific period of time or for a specified task or tasks; or

- casual employees.

PART 7. GENERAL PROVISIONS

40. ANTI-DISCRIMINATION

40.1 It is the intention of the respondents to this agreement to respect and value the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

40.2 Accordingly, in fulfilling their obligations under the dispute avoidance and settling clause, the respondents must make every endeavour to ensure that neither the agreement provisions nor their operations are directly or indirectly discriminatory in their effects.

40.3 Nothing in this clause is taken to affect:

40.3.1 any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;

40.3.2 an employee, employer or registered organisation, pursuing matters of discrimination in any State or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;

41 AMENITIES

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

41.2 The employer shall supply and maintain reasonable heating and cooling appliances for the safe and healthy functioning of the service.

41.3 The employer shall provide and maintain such reasonable amenities for the use of employees in order to meet their special cultural requirements.

42 OCCUPATIONAL HEALTH AND SAFETY

The employer shall take all reasonable action to ensure the health and safety of employees

and shall adopt and implement appropriate health and safety policies and practices.

43. JOINT CONSULTATIVE COMMITTEE

A joint consultative committee to monitor the implementation of this agreement shall be formed. It will comprise of equal numbers of employer and employee representatives.

44. SAVINGS

44.1 Nothing in this agreement shall be deemed or construed to reduce the entitlements of an employee as they existed at the time of operation of this agreement. Where superior conditions to those in this agreement operate in any particular workplace, then the employer will continue to offer such conditions to all current and all new employees for the life of the agreement.

44.2 Nothing in this agreement shall be deemed or construed to reduce the entitlements any employee may have under any award, agreement or contract of employment.

45. UNION DELEGATE'S LEAVE

45.1 The employer will treat delegates fairly and to allow them to perform their role as union delegate without any discrimination in their employment. The employer recognises and respects that endorsed union delegates speak on behalf of union members in the workplace.

45.2 The employer will grant delegates paid time off work to:

- Prepare for and participate in collective bargaining on behalf of those they represent;
- Participate in consultation and access to reasonable information about the workplace and the business;
- Reasonable paid time off work to represent the interests of members to the employer and industrial tribunals;
- Reasonable paid time during normal working hours to consult with union members;
- Reasonable paid time off to participate in the operation of the union;
- Reasonable paid time off to attend accredited union education;
- Address new employees about the benefits of union membership at the time that they enter employment;

- Reasonable access to telephone, facsimile, photocopying, internet and e-mail facilities for the purpose of carrying out work as a delegate and consulting with workplace colleagues and the union;
- Place union information on a notice board in a prominent location in the workplace.

46. UNION RIGHT OF ENTRY

An official of the Union may enter the Employer's premises, at any time, for any purpose connected to this Agreement, including:

- consultation with persons covered by the agreement about their rights and obligations under the agreement;
- consultation with persons covered by the agreement about the operation of the agreement;
- to deal with disputes arising under the agreement;
- to consult with employees about the negotiation of a replacement agreement;
- to participate in induction meetings for new employees of the employer;
- and for any other purpose connected to the work of the employees covered by this agreement, or the relationship between the Union and the employer. However, nothing in this clause provides the Union with a right to enter premises contrary to section 194(f) or (g) of the Fair Work Act.

SCHEDULE A – EMPLOYERS BOUND

ACT Council of Social Service Inc

ACT Mental Health Consumer Network Inc

ACT Shelter Inc

Advocacy for Inclusion

Alcohol Tobacco and Other Drug Association ACT Incorporated

Asthma Foundation of ACT Inc

Beryl Women Inc

Canberra Community Law Limited

Canberra Men's Centre Inc

Conflict Resolution Service Inc

Homelessness Australia Incorporated

Mental Health Community Coalition of the ACT Incorporated

Mental Illness Education ACT (MIEACT)

S.H.O.U.T (Self Help Organizations Together)

Tenant's Union ACT Inc

The Canberra Rape Crisis Centre Association Inc

Toora Women Inc

Woden Community Service Inc

Women's legal Centre (ACT & Region) Inc

Youth Coalition of the ACT

SCHEDULE B – MINIMUM WAGE RATES

This Schedule sets out the translation from classifications under the 2009 MEA to classifications aligned with the Social, Community, Home Care and Disability Services Industry Award 2010 (SCHADS), and the minimum full time weekly rates of pay for employees in accordance with clause 9.

These rates will increase from the first full pay period (FFP) on or after the relevant date in accordance with the wage rises stipulated in Clause 9 of the agreement throughout the life of the agreement. The increases for 2015 are shown and future increases will apply subject to the outcome of the annual wage review by FW each year.

SACS ACT	SCHADS	30 Nov 2014	FFP 1 Dec 2014	FFP 1 July 2015	FFP 1 Dec 2015
1.1	1.1	\$706.37	\$706.37	\$724.00	\$724.00
1.2	1.2	\$733.94	\$733.94	\$752.30	\$752.30
1.3	1.3	\$764.16	\$764.16	\$783.30	\$783.30
2.1	2.1	\$784.34	\$803.41	\$823.53	\$843.02
2.2	2.2	\$819.29	\$837.48	\$858.43	\$877.06
2.3	2.3	\$844.22	\$862.96	\$884.51	\$903.71
2.4	2.4	\$871.79	\$890.32	\$912.59	\$931.59
2.5	2.4	\$874.01	\$892.22	\$914.57	\$933.23
3.1	3.1	\$899.36	\$917.44	\$940.34	\$958.88
3.2	3.2	\$926.94	\$945.31	\$968.92	\$987.74
3.3	3.3	\$954.50	\$972.13	\$996.47	\$1,014.54
3.1 (deg)	3.3	\$904.93	\$929.64	\$952.93	\$978.26
3.2(4 yr dg)	3.4	\$926.94	\$951.66	\$975.44	\$1,000.77
3.3	3.4	\$954.50	\$975.28	\$999.69	\$1,020.99
3.4	3.4	\$982.07	\$998.91	\$1,023.86	\$1,041.13
4.1	4.1	\$1,009.64	\$1,034.44	\$1,060.32	\$1,085.73
4.2	4.2	\$1,034.57	\$1,060.22	\$1,086.70	\$1,113.00
4.3	4.3	\$1,062.14	\$1,088.30	\$1,115.52	\$1,142.34
4.4	4.4	\$1,062.14	\$1,092.28	\$1,119.59	\$1,150.49
5.1	5.1	\$1,087.07	\$1,125.14	\$1,153.23	\$1,192.26
5.2	5.2	\$1,114.64	\$1,152.92	\$1,181.73	\$1,220.97
5.3	5.3	\$1,142.21	\$1,181.15	\$1,210.71	\$1,250.61
6.1	6.1	\$1,169.87	\$1,213.99	\$1,244.32	\$1,289.54
6.2	6.2	\$1,197.35	\$1,242.22	\$1,273.29	\$1,319.28
6.3	6.3	\$1,224.91	\$1,270.52	\$1,302.26	\$1,349.03
7.1	7.1	\$1,252.48	\$1,302.05	\$1,334.62	\$1,385.44
7.2	7.2	\$1,280.05	\$1,330.47	\$1,363.79	\$1,415.47
7.3	7.3	\$1,283.03	\$1,337.79	\$1,371.23	\$1,427.35
8.1	8.1	\$1,316.56	\$1,376.39	\$1,410.82	\$1,472.13
8.2	8.2	\$1,342.30	\$1,403.30	\$1,438.42	\$1,500.93
8.3	8.3	\$1,368.18	\$1,430.37	\$1,466.14	\$1,529.89

SCHEDULE C - CLASSIFICATIONS

The classification descriptors in the Social, Community, Home Care and Disability Services Industry Award Schedule B and C apply to employees employed under this Multiple Enterprise Agreement.

1. Introduction - user guide

To enable positions to be correctly classified, two separate and sequential processes need to occur.

2. Position analysis

This involves the gathering and documenting of information about the position and describing it in a form which can be used to compare the work features, responsibilities, qualifications and any other aspect of the job with the classification criteria.

The information recorded must be a true and accurate record of the current duties and responsibilities.

The standard job description format is the most appropriate method to be used. The quality and extent of the information gathered is very important in this process.

3. Position evaluation

After the job description is complete, a systematic comparison with the classification criteria needs to be undertaken. This assessment is used to determine the appropriate classification of the position.

4. Steps in classifying a position

The steps in classifying a position using the classification criteria are:

4.1 Analyse and compare the work levels described with the job description to ascertain the most likely classification level for the position.

4.2 All aspects of the job description, ie. requirements of the job, responsibilities, organisational relationships, extent of authority, etc, must be considered against the total criteria for the level. (The total responsibilities of the position must be compared with the total responsibilities of the level rather than comparison with selected parts.)

4.3 The job description should be tested against more than one level for appropriateness.

GLOSSARY

Description of work

Action means the smallest component of work.

Task means a unit of work (group of actions) forming a consistent or significant part of an activity.

Activity means a group of related tasks which may well constitute a significant part of a function.

Function means a collection of activities which may constitute the whole or part of a work area.

Work area means the area in which the employee works, be it a function, section, department or whole organisation.

Definitions

Apply means to administer, put to practical use, use as relative or suitable, employ for a particular purpose.

Assist means to help, to give support to, to lend aid.

Basic means fundamental, uncomplicated.

Complex means work wherein the predominant feature is the consideration of the impact of the interactive elements as they relate to the total job rather than focusing on any segment in isolation.

Moderately complex means to a lower degree than complex, less extensive.

Limited complexity means work which involves the application of established principles, practices and procedures. Generally, actions and responses can be readily identified and repeated from previous experience.

Very complex means the application of a comprehensive knowledge of established practices and procedures as they affect all aspects of the range of operations, or an in depth knowledge of the operation. Generally responses require a high level of analytical skills with the work drawing together a range of aspects and the method selected from a range of genuine alternatives.

Contribute means to help bring about supply.

Control means to exercise directing, guiding or restraining power over, to check or regulate, to keep within limits.

Co-ordinate means to bring into such relation that all things co-ordinated take part in a common action to integrate.

Critical means an indication that a component, issue or decision is fundamental to subsequent actions, considerations and decisions, crucial.

Close directions/supervision means employees receive detailed instruction on job requirements, methods to be adopted and unusual or difficult features. Employees work is subject to progress checking.

General direction/supervision means employees receive general instructions usually covering only the broader aspects of the work. In some situations, detailed instruction may be necessary. The work of experienced and competent employees is subject to final checking and, only as required, progress checking.

Limited direction/supervision means employees receive limited instructions which clearly state objectives. Employees have a significant degree of competence and experience and are able to achieve the objective by conforming to instructions but with minimal guidance.

Broad direction/supervision means employees normally receive instructions in the form of broadly stated objectives. Extensive knowledge and experience enables employees to contribute to the determination of goals and objectives.

General supervision means a line management function and refers to the supervision given to professional/specialised and other staff. It consists of the allocation and direction, oversight and co-ordination of the work of subordinate staff.

Professional supervision means a quality control function and refers to supervision given to another staff member who requires the exercise of specialised/professional judgement.

General professional guidance means direction and guidance given on a range of professional assignments. An employee has discretion in selecting the most appropriate method of completing these, and conformity with directions is measured by satisfactory completion of allocated specialised assignments.

Develop means to develop.

Discipline means an identified occupation; field of specialisation; defined body of professional knowledge, skills and expertise.

Element means a component, part of.

Elementary means rudiments of first principles, in the first stages, slight.

Enforcement means an act of enforcing, giving effect to.

Establish means to set up, to institute, to place on a firm basis.

Exercise means to bring to bear or employ actively (as in exercising authority or influence).

Experienced means having worked in a relevant field for sufficient time to have sufficient understanding of the basic principles of the discipline, to have ability to successfully undertake the majority of normal requirements of the work situation and to have a good appreciation of the activities involved.

Considerable experience means having worked in a relevant field for sufficient time to ensure a competence to undertake and advise on a full range of normal requirements of the work situation and to have the ability to perform a variety of activities involving special, unusual or complex features of the work.

Extensive experience means having worked in a relevant field for sufficient time to ensure ability to control and advise on the full range of activities and to be expert in terms of a wide variety of special, unusual or complex features of the work.

Extensive means large, far reaching, comprehensive.

Facilitate means to make easy or less difficult (usually by doing something to advance the accomplishment of an act); to provide the environment or circumstances to allow the accomplishment of an act.

Formulate means to develop, to devise a statement of policy or procedures, to put in a systematised statement, as in statement of procedure.

Function means a collection of activities which may constitute the whole or part of a work area.

Graduate means a person who has a degree.

Guidance means a course of events arranged.

Identify means to establish the identity of, to associate with some interest.

Implement to carry out, to perform acts essential to the execution of a plan or programme, to give effect to.

Initiate means to originate, to introduce in the first instance, to cause or bring to pass by original act, as in organising a plan, policy or procedure.

Innovative relates to the extent to which there is a requirement to vary from or make changes to accepted processes and systems.

Instruction means to impart to another, directions given.

Interpret means to clarify or explain, translate.

Judgement means an application of an amalgam of knowledge and experience to derive appropriate decisions.

Professional judgement means the application of specialised/professional knowledge and experience in defining objectives, solving problems, establishing guidelines, reviewing the work of others, interpreting results and providing and assessing advice or recommendations and other matters which have an element of latitude or decision making.

Knowledge means an understanding of techniques, principles, procedures and practices gained through either study of the relevant theory or discipline or through experience gained over time.

Developing knowledge means a learning process which will lead to knowledge of.

Working knowledge means sufficient to perform function.

Sound knowledge means well founded, reliable.

Comprehensive knowledge means embracing a wider range.

Detailed/thorough knowledge means complete.

Professional or specialised knowledge means knowledge of principles and techniques applicable to a particular discipline. It is obtained during the acquisition of professional/specialised qualifications and/or relevant experience.

Maintain means to keep possession of, to hold or keep in any condition, to keep up to date or current, as to maintain records.

Major means greater, more important.

Manager means an employee who is required to have sound knowledge of the relevant principles, practices and procedures applicable to a specialised field of work or discipline. Managers are responsible for the achievement of particular objectives or completion of a project. This responsibility includes accountability for material, human and financial resources allocated to that objective or project.

Normal specialised work means ongoing specialised/professional duties performed in accordance with conventional established professional practice, methods and standards, but excludes complex specialised work.

Novel specialised work means work requiring a degree of creativity, originality, ingenuity and initiative.

Specialised/professional practitioner means an employee who operates as an individual, team member or team leader. Specialised practitioners carry out a broad range of activities or

functions using relevant practices and procedures within a comprehensive field of work or specialised/professional discipline. This role can provide advice to others on aspects of the field or discipline and can be expected to apply that in an original and innovative manner to activities of the work area. This role may include the supervision of other specialised/professional staff and staff from other fields of work.

Professional specialist means an employee who has an in depth knowledge of and is acknowledged as an authority by senior management and peers in a field of work, specialised discipline or range of disciplines. An original and continuing contribution to the field(s) or discipline(s) is an essential element of this role.

**SCHEDULE D – ADDITIONAL TERMS BINDING ON SPECIFIC
ORGANISATIONS PARTY TO THE MULTIPLE ENTERPRISE
AGREEMENT**

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D1 Mental Health Community Coalition

The following additional terms are only binding on Mental Health Community Coalition and the employees of Mental Health Community Coalition.

1. Professional development

The MHCC ACT provides support for staff wishing to continue their professional development by pursuing relevant further education through:

- an interest free professional development loan for the whole or part cost; and/or
- access to MHCC ACT Internet and E-mail at no cost at times to be negotiated.

Eligibility

The loan is available to all permanent staff, including staff on approved leave, who:

- have been employed by the MHCC ACT for a period of 2 years or more.

Loan allocations will not exceed \$2,500 per annum to any individual.

Staff in receipt of a loan, and who leave the employment of the MHCC ACT, must repay in full any outstanding amount of the loan on termination.

2. Special Leave

All permanent employees, subject to the approval of their supervisor, may access paid special leave of up to five days per annum not accrued, calculated on normal working hours. All special leave must be applied for in writing and approved by the Executive Officer. Access to special leave is not automatic and will be approved for 'special situations' including:

- Moving house;
- Attending funeral of an immediate or extended family member, and;
- Any other circumstance deemed by the supervisor to meet the criteria of special leave.

3. Christmas Shutdown

MHCC ACT will close all offices for the period between Christmas and New Year. Staff will be given paid leave at normal pay. This is in addition to annual leave entitlements.

D2 ACT Mental Health Consumer Network Inc

The following additional terms are only binding on ACT Mental Health Consumer Network and the employees of ACT Mental Health Consumer Network.

Rates of Pay

- The following rates of pay are substituted for the minimum rates stipulated in Schedule A of the MEA as at 30 November 2014.

MEA Classification	ACTMHCN weekly rates
Community Service Worker Grade 1	
Paypoint 1.1	\$728.42
Paypoint 1.2	\$756.85
Paypoint 1.3	\$788.01
Community Service Worker Grade 2	
Paypoint2.1	\$808.81
Paypoint 2.2	\$844.87
Paypoint 2.3	\$870.57
Paypoint 2.4	\$899.00
Paypoint 2.5	\$901.28
Community Service Worker Grade 3	
Paypoint 1	\$927.43
Paypoint 2	\$955.86
Paypoint 3	\$984.29

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Paypoint 4	\$1,012.72
Community Service Worker Grade 4	
Paypoint 4.1	\$1,041.15
Paypoint 4.2	\$1,066.87
Paypoint 4.3	\$1,095.30
Community Service Worker Grade 5	
Paypoint 5.1	\$1,121.00
Paypoint 5.2	\$1,149.43
Paypoint 5.3	\$1,177.86
Community Service Worker Grade 6	
Paypoint 6.1	\$1,206.29
Paypoint 6.2	\$1,234.72
Paypoint 6.3	\$1,263.15
Community Service Worker Grade 7	
Paypoint 7.1	\$1,291.58
Paypoint 7.2	\$1,320.01
Paypoint 7.3	\$1,323.06
Community Service Worker Grade 8	
Paypoint 8.1	\$1,357.64
Paypoint 8.2	\$1,384.18
Paypoint 8.3	\$1,410.87

2. The employer must apply any increase in minimum wages in the *Social, Community, Home Care and Disability Services Industry Award 2010* to the pay rates in Table A. The employer must also apply any additional increase required to maintain rates of pay that are 3% above the applicable minimum rates.

3. In addition to the minimum rates of pay in Table A, as adjusted by any increases, the employer must also pay an employee an Equal Remuneration Payment calculated in accordance with the MEA.

Leave:

4. The Network office will be closed for business for two full working days prior to Christmas Day and will reopen for business on the second working day after New Year's Day.

5. An employee is entitled to paid leave at normal pay on any day during this Christmas shutdown period on which they would normally be scheduled to work and which is not a public holiday or an additional leave day provided for by this MEA.

6. Employees on paid or unpaid leave of more than six weeks duration are not considered to be 'normally scheduled to work' during the Christmas shutdown period.

7. Each employee is entitled to one additional paid day of leave for their birthday each year. Birthday Leave is to be taken on the day, or within one month on either side, of that employee's birthday, by agreement with the Executive Officer.

D3 SHOUT

- 1 Where agreed between the employer and a full-time or part-time employee, an employer may offer salary packaging in respect of salary. Neither the employer nor the employee may be compelled to enter into a salary packaging agreement.
- 2 Salary packaging shall mean that an employee will have part of their salary packaged into a fringe benefit which does not constitute a direct payment to the employee but is payable to a bona fide third party.
- 3 The terms and conditions of such a package shall not, when viewed objectively, be less favourable than the entitlements otherwise available under the award and shall be subject to the following provisions:
 - (a) the employer shall ensure that the structure of any agreed remuneration package complies with taxation and other relevant legislation;
 - (b) where there is an agreement to salary package, the agreement shall be in writing and made available to the employee;
 - (c) the employee shall have access to details of the payments and transactions made on their behalf. Where such details are maintained electronically, the employee shall be provided with a printout of the relevant information;
 - (d) the employer has the right to vary or withdraw from a salary packaging agreement and/or withdraw from offering salary packaging in the event of amendments to legislation that are detrimental to, or increase the costs of, salary packaging arrangements;
 - (e) in the event that the employer withdraws from a salary packaging agreement, the individual employee's salary will revert to that specified in the Rates of Pay of the MEA;
 - (f) notwithstanding any of the above arrangements, the employer or employee may cancel any salary packaging agreements by the giving of one month's notice of cancellation to the other party;
 - (g) the calculation of entitlements concerning occupational superannuation and annual leave loading on annual leave, will be based on the value of the employee's total salary as outlined in the Rates of Pay of the MEA;
 - (h) unless there is agreement between the employer and the employee to the contrary, all salary packaging arrangements shall cease during any period of leave without pay, including periods of unpaid sick leave.

D4 Advocacy for Inclusion

1. Leave in Exceptional Circumstances

- a) Other leave may be granted, having regard to the operational needs of Advocacy for Inclusion. The intention of other leave is to provide flexibility for Advocacy for Inclusion and its employees, in exceptional circumstances where personal or recreation leave is not available.
- b) Examples include responding as a volunteer to community emergencies and exceptional family emergencies.
- c) This leave in exceptional circumstances may be paid or unpaid. Any such leave granted does not form a precedent for other leave decisions.

2. Study Leave

- a) Each ongoing employee will be entitled to up to 10 days paid study leave per calendar year to engage in study directly related to their current job.
- b) Study leave will be pro-rata, according to standard hours worked per week, and must be for study directly related to the employee's current job.
- c) Study leave must be approved by the Program Manager in consultation with the HR Manager.
- d) Leave Without Pay may also be accessed, for study leave in accordance with LWOP provisions, see below.

3. Directed Office Closure

- a) The Management of Advocacy for Inclusion may, at its discretion, direct that the AFI office be closed during normal business periods. For example, on days which are not public holidays between Christmas and New Year. In the event of such a direction, the staff will be paid and not utilize leave provisions or financial entitlements.

4. Cultural leave

- a) Where there is a commitment for an employee to attend a cultural function or ceremony, up to 3 days paid leave per annum, and then 10 days unpaid leave may be granted, with consultation and approval of the Management. Cultural leave is not accruable.

5. Aboriginal and Torres Strait Islander cultural leave 10 days paid leave.

D5 Mental Illness Education ACT

The following additional terms are only binding on Mental Illness Education ACT and the employees of Mental Illness Education ACT.

Leave Arrangements

1. Leave entitlements, including sick leave, bereavement leave, annual leave, long service leave and parental leave are contained in the Community Sector Multiple Enterprise Agreement for the ACT.
2. In summary, the main leave entitlements for a full time employee are:
 - personal/sick leave, 15 days
 - bereavement leave for an immediate family member, 3 days
 - annual leave, 4 weeks
 - parental leave, unpaid, including 12mths maternity leave

For part-time employees, leave is calculated on a pro rata basis.

3. MIEACT has an addendum to the entitlements for Personal/Sick Leave. MIEACT believes that due to the type of work and the stress that might therefore occur in the mental health area, staff may from time to time require additional Personal Leave. For this purpose, an additional 15 days Personal Leave or pro rata is available to permanent staff. Such leave is subject to the following conditions:
 - All normal Personal Leave must be taken before any additional Personal Leave can be taken. A doctor's certificate may be required before additional Personal Leave can be considered or authorized.
 - Additional Personal Leave becomes available on the annual anniversary of commencement of employment. Claims for extra Personal Leave must be put to a meeting of the full COM.
 - Unused additional Personal Leave does not accumulate if not used within the current year of employment and unused additional Personal Leave is not paid out on cessation of employment with MIEACT.
 - A log will be kept by the Bookkeeper of any additional Personal Leave.

D6 ACT Shelter

1) Christmas shutdown (additional leave entitlement)

ACT Shelter will close all offices for the period between Christmas and New Year. Staff will be given paid leave at normal pay. This is in addition to annual leave entitlements.

2) Rates of pay

Rates of pay shall be increased in accordance with the provisions in Part 3, clause 9 of the MEA.

Annual incremental progression within each pay level will be determined as per Part 3 Clause 10 of the MEA.

3) Special Leave/Compassionate Leave

Special leave/compassionate leave with pay may be granted for up to 18 days in any year for approved purposes, at the discretion of the Executive Officer.

Further days may be granted at the discretion of the Committee.

4) Full-time hours

Full-time hours at ACT Shelter Inc is set at 37.5 hours per week.

5) Flexitime

ACT Shelter policy on management of flexi-time

Objectives

ACT Shelter staff are encouraged to complete their work within paid work hours. However it is recognised that from time to time staff will be required to work additional hours to complete a task or to undertake work outside normal business hours to provide flexibility in meeting the needs of the community. Conversely there are times when staff may need to take additional time for personal reasons.

The objectives of this policy are to:

1. Provide flexibility that benefits both staff and the organisation
2. Assist ACT Shelter staff to manage their time;
3. Ensure that ACT Shelter staff are not over-worked;
4. Manage the amount of time that staff are away from their duties due to extended leave;
5. Minimise ACT Shelter's liability for additional payments on completion of employment.

Flexi-time

1. Flexi-time credits allow staff to work additional hours to assist them manage their workloads.
2. Unless they need advice from the Executive Officer, staff will self manage their own flexi-time.
3. Flexi-time credits are accrued or taken on an hour for hour basis.
4. Flexi-time credits will be accrued where additional time is required to complete a task or attend an 'out of hours' meeting.
5. Where possible staff are encouraged to come in late or go home early after working additional hours, but may also accrue credits to be taken at another time in agreement with the Executive Officer
6. The maximum allowable level of flexi credits is the equivalent to one week in accordance with individual job contracts, e.g. an employee who works 30 hours per week will be allowed a maximum of 30 flexi hour credits.
7. Staff are required to complete fortnightly time sheets recording all flexi hours and submit to the Office Manager one day before pay day.
8. Staff will have one month to take their flexi-time credits after the committee has received the report or the hours above the ceiling will be lost.
9. The 'banking' of flexi-credits to cover a special purpose, e.g. school holidays or sick children, may be negotiated with the Executive Officer
10. Longer periods of flexi-time leave should be approved by the Executive Officer or Executive Committee having regard for the work priorities of ACT Shelter.
11. Flexi time cannot be accrued during work from home without approval of the Executive Officer.
12. Staff may be directed to take flexi-time credits prior to completion of their employment.
13. Double time will be accrued for any work undertaken on Saturdays and Sundays.
14. Time and half hours will be accrued for any work undertaken on normal work days in excess of 3 hours.

D7 Tenants' Union ACT Inc.

1. Hours of Work

- a) The hours of work of full-time employees are 37¹/₂ hours per week.
- b) In this document, "standard office hours" shall mean between the hours of 8 am and 6 pm, Monday to Friday.

2. Special Leave/Compassionate Leave

- a) Special leave/compassionate leave with pay may be granted for up to 10 days in any year for approved purposes, at the discretion of the Management Committee. Further days may be granted at the discretion of the Management Committee.

3. Paid Parental leave

- a) A female employee with at least twelve month's continuous service may be entitled to 12 consecutive weeks parental leave with full pay upon the birth of a child at the discretion of the Management Committee. This leave is normally to be taken 6 weeks before the expected date of birth and continues until 6 weeks after the date of birth, but may be taken in another manner. If the birth occurs more than 6 weeks before the expected date, this leave begins from the date of birth.
- b) An employee with at least twelve month's continuous service who is not the primary care giver of a new born child but is the partner in a relationship with a new born child may be entitled to 6 consecutive weeks parental leave with full pay upon the birth of the child at the discretion of the Management Committee.
- c) An employee with at least twelve month's continuous service who is the primary care giver of a new born child, but has not given birth to the child, and where another person is not also the primary care-giver for the same new born child, may be entitled to 8 consecutive weeks parental leave with full pay upon the birth of the child at the discretion of the Management Committee.
- d) An employee with at least twelve month's continuous service who is the primary care giver for an adopted child under 12 months of age may be entitled to 8 consecutive weeks parental leave with full pay commencing not more than two weeks before commencement of custody of the child at the discretion of the Management Committee.
- e) An employee with at least twelve month's continuous service who is not the primary care giver but is the partner in a relationship with an adopted child under 12 months of age may be entitled to 6 consecutive weeks parental leave with full pay upon commencement of custody of the child at the discretion of the Management Committee.
- f) The part-time equivalent of the full-time leave entitlement may be taken. However, the manner in which the leave is taken must be approved by the Management Committee prior to the commencement of the leave. After the leave has commenced, alteration to

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the manner in which the leave is taken may only occur in exceptional circumstances and upon negotiation and agreement at a Management Committee meeting.

- g) For the purposes of the clause periods of leave without pay do not break but are not counted towards continuous service.
- h) In considering an application for paid parental leave the Management Committee shall have regard to the funds available for a replacement worker during the term of the leave, and the necessity of employing a replacement for that period.

4. Study Leave

- a) At the discretion of the Management Committee, an employee may take up to 75 hours per Semester (pro rata for part-time employees) paid study leave for a course which is not available outside office hours and which is of reasonable benefit to the work of the Union. This leave entitlement is calculated on the basis of an employee taking up to 5 hours per week study leave (pro rata for part-time employees) over a 15 week Semester period. However, this leave can be taken as required, so long as the amount taken does not exceed the maximum of 75 hours (pro rata for part-time employees) per Semester.
- b) Study leave can only be taken for the purposes of attending lectures and exams or carrying out study in relation to the approved course.
- c) Study leave may also be granted for up to 5 hours per week (pro rata for part-time employees) for the weeks between Semesters if a need for this leave is demonstrated.
- d) At the discretion of the Management Committee, on the advice of staff, study leave may be granted for short courses of up to 5 days duration.

5. Jury Service

- a) An employee shall be entitled to leave to attend jury service.
- b) During such leave of absence, an employee shall be paid the difference between the jury service fees received and the employee's normal rate of pay, for a period of up to 10 days.

6. Long Service Leave

- a) Entitlements to long service leave are as determined by the *Long Service Leave (Portable Schemes) Act 2009*
- b) A TU employee's entitlement is beyond that provided under the Act. The TU entitlement is 13 weeks after 10 years service and able to access on a pro rata basis at 5 years service at the TU. This accumulates at a rate of 6.5 days per year (pro rata).
- c) An employee shall be entitled to pro rata long service leave after five years service at the TU, such leave to be taken by mutual agreement between the employee and the employer.
- d) On resignation after completing five years of service or more, an employee shall be entitled to a pro rata long service leave payment based on the difference between the entitlement under the Act and the Tenant's Union entitlement (0.4125 days per year pro rata) to cover any Long Service Leave accrued. Any such payment shall be calculated on the basis of one week for each week (pro rata) of completed year of service less the amount of Long Service Leave already taken, provided that, no employee will be

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required to refund to the employer any difference in entitlement between leave taken and payment in lieu of leave.

- e) An application for Long Service Leave must be made to the Management Committee Meeting and approved by the Management Committee. Three months notice must be given before leave is taken.

7. Rates of Pay

TUACT wage levels are above MEA and increase each year in line with the ACT Government Community Indexation. The levels payable from 1 July 2015 are presented below and will be the basis for the application of clause 9 of the MEA for future pay increases:

	Hourly Rate (July 2015) \$
Level 2	
Paypoint 1	22.39
Paypoint 2	23.16
Paypoint 3	23.94
Paypoint 4	24.63
Paypoint 5	25.41
Level 3	
Paypoint 1	26.18
Paypoint 2	26.76
Paypoint 3	27.53
Paypoint 4	28.30
Level 4	
Paypoint 1	28.30
Paypoint 2	29.07
Paypoint 3	29.77
Paypoint 4	30.54
Level 5	
Paypoint 1	31.43

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	Hourly Rate (July 2015) \$
Paypoint 2	32.23
Paypoint 3	33.84
Level 6	
Paypoint 1	34.14
Paypoint 2	36.24
Paypoint 3	37.05
Level 7	
Paypoint 1	38.66
Paypoint 2	39.45
Paypoint 3	40.25
Level 8	
Paypoint 1	41.06
Paypoint 2	41.86
Paypoint 3	43.46
Paypoint 4	44.26

D8 Canberra Community Law (CCL)

The following additional terms are only binding on Canberra Community Law and the employees of Canberra Community Law.

These additional terms have been written based on full time working hours. Part-Time employees are entitled to benefits pro rata to the number of hours they work each week.

1. HOURS OF WORK

- a) The hours of work of full time employees are 37.5 hours per week.

2. ATTENDANCE RECORDS

- a) Employees shall maintain a time sheet, which records their hours of attendance and their accumulated time in lieu.

3. RATES OF PAY

The minimum weekly rates of pay are those set out in Schedule B of this Agreement, and will apply to a 37.5 hour full-time week. The minimum rates of pay will be adjusted in accordance with the provisions of clause 9 of the MEA.

4. SALARY PACKAGING

- a) As CCL has Public Benevolent Institution (PBI) status and is therefore exempt from Fringe Benefits Tax, CCL offers its employees the option of 'salary packaging'. This means payment by CCL of an amount of money to a nominated third person or party.
- b) The salary package increases the overall financial benefit the employee receives from CCL by reducing annual gross income, and thus tax liability, and redirecting the deducted gross income, towards payment of an employee's bills or reducing an employee's debt of liability.
- c) Without being limiting, examples of payments CCL can make under this arrangement include the repayment of a personal or home loan, electricity, other utility or credit card bills or rent. The payment must not be made to the employee personally, or to a dependent.
- d) An employee who has chosen to take up the option of a salary package may choose at any time, on 7 days notice, to discontinue the arrangement.
- e) The salary package is available to all permanent employees and to fixed term employees.

- f) The terms and conditions of the salary packaging will be set out in a letter of offer from CCL to each eligible employee and is to be signed by both parties.
- g) The amount of gross salary to be subject to the wage package arrangement will be set to the statutory cap.

5. FLEXIBLE WORKING HOURS (FLEXTIME)

The Agreement has provisions for the payment of where overtime is worked as authorised by the employer. It is agreed that employees may work their hours on a flexible basis at their own initiative. Time worked on a flexible basis at the employee's initiative is flextime and not overtime.

- a) Generally hours as flextime are recompensed through the time in lieu system and through the provision of additional leave during the Christmas period as provided in clause 13 of this Schedule.
- b) Flextime is to be credited and taken on an hour for hour basis, for work in excess of the normal or agreed hours of day per week, up to a maximum of 37.5 hours credit.
- c) Flextime off must be taken at a time that is mutually agreed. Provided that where 37.5 hours of flextime have accrued and agreement can not be reached after reasonable attempts to do so, the employer may direct the employee to take sufficient time off at a time of management's choosing to reduce the accrual to no less than one day, or may pay out the accrued flextime. Flextime is not overtime and is paid at ordinary rates.
- d) Employees may be directed to use accrued flextime where the Christmas close down provided in clause 13 extends for a second week beyond New Years Day.

6. ANNUAL LEAVE

- a) An employee shall be entitled to paid annual leave at the rate of one week for each thirteen weeks of completed employment, or proportionate part thereof.
- b) Up to 5 days of recreation leave may be taken in anticipation of entitlement.
- c) The employee must formally seek approval from CCL for leave.
- d) Annual Leave should not be accumulated beyond a maximum of 40 days. Where an employee has more than 40 days accumulated Annual Leave, CCL may consult the employee about a suitable time to take such Annual Leave. An employee will not forfeit any leave entitlement accrued above 40 days however CCL has the discretion to direct an employee to take leave so as to reduce the amount of leave to being not more than 40 days. In deciding whether to exercise this discretion, CCL in discussion with the employee is required to take into account the following factors:
 - The financial circumstances of CCL and the employee;
 - Any special circumstances identified by the employee;
 - CCL's requirements at the time; and

- Any other relevant circumstances.
- e) In addition to the payments prescribed in (a), an employee shall receive a loading of 17.5% of annual leave pay. By mutual agreement this loading shall be paid out in the first day pay in June and the first pay day in December each year.

7. SPECIAL LEAVE/OTHER LEAVE

- a) In addition to clause 23.4, special leave/compassionate leave with pay may be granted for up to 10 days in any year at the discretion of the Co-ordinator/Principal Solicitor where it is fair and equitable to do so. Further days may be granted at the discretion of CCL's Board of Management.
- b) Except where otherwise provided for in the agreement, where there is a commitment for an employee to meet traditional law and family obligations or to participate in ceremonial or religious holidays/ceremonies, an employee is entitled to up to 5 days of unpaid leave.

8. PARENTAL LEAVE (WITHOUT PAY)

Basic entitlements

- a) An employee with at least twelve months continuous service shall be entitled to up to 52 weeks parental leave without pay upon the birth of the child.
- b) An employee with at least twelve months continuous service whose partner becomes pregnant shall be entitled to up to 52 weeks leave without pay. This leave may be taken upon the birth of the child or to support a partner during her confinement.
- c) An employee with at least twelve months continuous service shall be entitled to up to 52 weeks leave without pay when he/she adopts a child under 12 months of age, commencing not more than two weeks before commencement of custody of the child.
- d) An employee returning to work immediately after the completion of parental leave shall be entitled to the position held before taking such leave.
- e) Persons employed specifically to replace an employee taking parental leave shall be fully informed of the temporary nature of their employment, and of the conditions relating to the leave being taken by the employee who is being replaced, including the possibility of an employee returning within 52 weeks, subject to negotiation.

- f) For the purposes of this clause, periods of leave without pay do not break, but are not counted towards, continuous service.

9. PAID PARENTAL LEAVE

- a) A female employee with at least twelve months' continuous service shall be entitled to 12 consecutive weeks parental leave with full pay upon her confinement. This leave is normally to be taken 6 weeks before the expected date of birth and continues until 6 weeks after the date of birth, but may be taken in another manner. If the birth occurs more than 6 weeks before the expected date, this leave begins from the date of birth.
- b) An employee with at least twelve month's continuous service who is not the primary care giver of a new born child but is the partner in a relationship with a new born child shall be entitled to 6 consecutive weeks parental leave with full pay upon the birth of the child.
- c) An employee with at least twelve month's continuous service who is the primary care-giver of a new born child, but has not given birth to the child, and where another person is not also the primary care-giver for the same new born child, shall be entitled to 8 consecutive weeks parental leave with full pay upon the birth of the child.
- d) An employee with at least twelve months' continuous service who is the primary care giver for an adopted child under 12 months of age shall be entitled to 8 consecutive weeks parental leave with full pay commencing not more than two weeks before commencement of custody of the child.
- e) An employee with at least twelve months' continuous service who is not the primary care giver but is the partner in the relationship with an adopted child under 12 months of age shall be entitled to 6 consecutive weeks parental leave with full pay upon commencement of custody of the child.
- f) The part time equivalent of the full-time leave entitlement may be taken. However the manner in which the leave is taken must be approved by CCL prior to the commencement of the leave. After the leave has commenced, alteration to the manner in which the leave is taken may only occur in exceptional circumstances and upon negotiation and agreement with CCL.

- g) For the purposes of this clause periods of leave without pay do not break but are not counted towards continuous service.

10. STUDY LEAVE

- a) With the approval of the Co-ordinator/Principal Solicitor, an employee may take up to 75 hours per Semester paid study leave for a course which is not available outside office hours and which is of reasonable benefit to the work of CCL. This leave entitlement is calculated on the basis of an employee taking up to 5 hours per week study leave over a 15 week Semester period. However, this leave can be taken as required, as long as the amount taken does not exceed the maximum of 75 hours per Semester.
- b) Study leave can only be taken for the purposes of attending lectures and exams or carrying out study in relation to the approved course.
- c) Study leave may also be granted for up to 5 hours per week for the weeks between Semesters if a need for this leave is demonstrated.
- d) At the discretion of the Co-ordinator/Principal Solicitor, study may be granted for short courses of up to 5 days duration.

11. LONG SERVICE LEAVE

- a) An employee shall be entitled to Long Service Leave pursuant to the *Long Service Leave Act 1976*, except as otherwise provided herein:
 - The entitlement of an employee shall be 13 weeks Long Service Leave after and in respect of ten years service.
 - An employee shall be entitled to pro rata long service leave after 5 years of service, such leave to be taken by mutual agreement between the employee and the employer.
 - On resignation after completing 5 years of service, an employee shall be entitled to a pro rata long service leave payment in lieu of any outstanding Long Service Leave. Any such payment shall be calculated on the basis of one week for each week of completed year of service less the amount of Long Service Leave already taken, provided that, no employee will be required to refund to the employer any difference in entitlement between leave taken and payment in lieu of leave.
 - The timing of long service leave is to be determined by the Co-ordinator/Principal Solicitor with a reference to the Board of Management. Three months notice must be given before leave is taken.

12. LEAVE DURING CHRISTMAS CLOSURE

- a) CCL closes over the Christmas period and employees will be granted paid leave generally for the period from Christmas Day to the first working day after New Years Day, in addition to any proclaimed public holidays.
- b) The leave set out in this clause is not annual leave and can not be deferred or accrued or paid out on termination.

13. DOMESTIC VIOLENCE LAVE

- a) In addition to the provisions of the Community Sector Multiple Enterprise Agreement 2014-2018 all employees will be granted an additional five days paid domestic violence leave to be used for absences from the workplace to attend to matters arising from domestic/family violence situations. These additional five days domestic violence leave will be on the same conditions as provided for in Clause 23.6 Domestic Violence Leave of the Community Sector Multiple Enterprise Agreement 2014-2018 (ACT).

14. CHILD CARE COSTS

- a) An employee or a member of the Board shall be entitled to recover reasonable costs of child care for out-of-work hours meetings, conferences and other work-related activities where the employee's or Board member's attendance is required by the Board. This provision is not intended to include recovery of costs for normal attendance at work. It is intended that, in the case of interstate conferences, where up to 24 hour a day care may be needed, these costs shall be fully recoverable.

15. PRACTISING CERTIFICATES AND PROFESSIONAL ACCREDITATION

- a) CCL will meet the cost of any practising certificate or other professional fees or accreditation an employee requires to fulfil the duties of their position.

16. STAFF COUNSELLING

- a) An employee shall be entitled to obtain paid counselling in accordance with CCL's Employee Assistance Scheme policy.

17. GRIEVENACE AND DISPUTE RESOLUTION

- a) CCL and its employees recognise that individual and group problems arise from time to time and it's necessary to resolve these problems quickly. The Board of Directors and employees are committed to resolving grievances through open communication and in a manner consistent with cooperative work practices.

- b) A grievance includes a complaint or dispute and may relate to:
- Any condition of employment and the way it has been applied by CCL;
 - A decision of the CCL/Board of Directors which affects an employee or group of employees;
 - The behaviour or conduct of another employee or a member of the Board of Directors;
 - Any decision or action taken under the Disciplinary/Termination procedure; or
 - Any other matter that affects an employee in their employment.
- c) At all stages of the grievance process, CCL will ensure that the principles of natural justice are observed and employed.
- d) At all stages of the grievance process, CCL will ensure that the privacy of all parties affected is respected and confidentiality observed.
- e) *Informal process*

Where an employee has a grievance which involves the conduct of another employee or employees, or a member of the Board of Directors, it is recommended the employee will discuss the matter with that person, or the Co-ordinator/Principal Solicitor, before pursuing the formal steps of this grievance procedure.

However, CCL also recognises it is difficult in sensitive cases to expect an employee to confront a co-employee or members of the Board of Directors over their behaviour or conduct. Where it is appropriate, and agreeable to the people involved, the Co-ordinator/Principal or another staff member may play a mediatory role.

f) *Formal process*

Where an employee (or employees) has a grievance, they should pursue the following steps and may have a representative of the Union, staff representative, a co-employee or another person of their choice assisting them:

Step 1

The employee(s) should raise the grievance in writing with the Co-ordinator/Principal Solicitor (unless the Co-ordinator/Principal Solicitor is the subject of the grievance in which case the grievance should be given to the Chair of the Board) and the Co-ordinator/Principal Solicitor/Chair will make every attempt to resolve the matter promptly. In doing so, the Co-ordinator/Principal Solicitor/Chair

will acquaint the respondent with the nature and specifics of the complaint in writing. The Co-ordinator/Principal Solicitor/Chair may pursue the full range of informal, formal and mediated meetings to resolve the matter and may require the employee with the grievance to provide further details of the issues in writing.

Step 2

If the matter remains unresolved, the employee(s) should request the Co-ordinator/Principal Solicitor (or Chair where the Co-ordinator/Principal Solicitor is the subject of the grievance) to refer the grievance to the Board of Management and the employee(s) should provide detail of their grievance in writing.

The Chair will convene a meeting of the Board of Management as soon as is practicable and the Board will attempt to resolve the matter as promptly as possible, in a manner consistent with natural justice principles and which allows all viewpoints to be considered.

If the grievance involves the conduct or behaviour of a member of the Board of Management, that member will be excluded from the meeting but replaced by another Board member and should be afforded the opportunity to present their point of view.

Step 3

If the matter remains unresolved either party may refer the matter for conciliation or arbitration or other settlement as determined by the Commission.

- g) Where a grievance relates to a change to the existing policies, custom and practice of CCL, work will continue in accordance with existing policies, custom and practice until the grievance process has been exhausted.
- h) At any stage of the grievance process the parties may agree to ask an independent person from outside the Centre to play a mediatory role.
- i) Nothing in this grievance procedure prevents an employee(s) pursuing a complaint under any relevant Territory or Commonwealth legislation, e.g. the Anti-Discrimination Act.

18. DISCIPLINARY PROCEDURES AND TERMINATION OF EMPLOYMENT

CCL encourages the participation of an employee's nominated representatives in these procedures.

The following policies aim to establish the principles of best practice at the same time satisfying the requirements placed upon employers by the relevant industrial relations legislation, anti-discrimination legislation and award terms and conditions.

Termination of employment

- (a) Termination of employment will not be harsh, unfair or unreasonable having regard to all the circumstances.
- (b) A worker's employment may be terminated by CCL only through:
 - Expiration of fixed term agreement;
 - Summarily dismissal;
 - The counselling and disciplinary procedure;
 - Incapacity; or
 - Redundancy.
- (c) An employee will give 4 weeks notice of resignation or retirement.
- (d) Upon termination of employment for any reason contained above, CCL will give the employee a certificate of employment containing the following:
 - Employee's name
 - Period of employment
 - Title of position
 - Salary scale
 - Nature of work, including numbers of staff supervised, if applicable
 - Name of employer organisation
 - Signature of Co-ordinator/Principal Solicitor and dated.

Counselling and Disciplinary procedures

- (a) This clause sets out the procedures to be followed where a problem arises with respect to the performance of a staff member.
- (b) If there are concerns about an employee's performance the Co-ordinator/Principal Solicitor needs to be informed.
- (c) The Co-ordinator/Principal Solicitor is responsible for following the counselling and disciplinary process as set out in (e) remembering that:
 - Counselling and disciplinary action is aimed at improving the performance of an employee or correcting their behaviour, with a view to maintaining an

appropriate standard of service by CCL. A problem solving approach should be adopted, rather than a punitive one.

- CCL will ensure that the principles of natural justice are observed and employed at all stages of the counselling and disciplinary process.
- The employee may lodge a grievance (under the grievance and dispute resolution procedures set out in clause 17) about any action or decision taken under this section.
- Any problem with an employee's performance should be identified informally and early action should be taken immediately to overcome it.
- A problem should always be discussed in the first instance informally, without placing the matter on record unless the issue of an employee's performance or behaviour is serious and demands formal action to be taken.

(d) The Co-ordinator/Principal Solicitor must inform the Chair of the Board immediately and the Board of Management at its next meeting if Step 1 is to be missed and when Step 2 is initiated.

(e) The Counselling and Disciplinary process

Step 1 Informal Counselling

The Co-ordinator/Principal Solicitor should identify the problem in an interview with the employee and allow the employee the opportunity to respond.

A strategy should be agreed upon where both undertake to act to resolve the problem within a specified period of time.

The Co-ordinator/Principal Solicitor should inform the employee at the end of the period of time whether the problem has been resolved or whether further action is to be taken.

The Co-ordinator/Principal should explain to the employee the implications of failing to address the problem identified.

Step 2 Formal Counselling

If the employee's performance or behaviour has failed to improve after step 1, or if the Co-ordinator/Principal Solicitor believes step 1 is inappropriate, the employee will be formally counselled.

The Co-ordinator/Principal Solicitor (or in the case of the Co-ordinator/Principal Solicitor, the Chair or another designated Board of Directors' member) should interview the employee and identify the problem. The staff member should be allowed the opportunity to respond and to have another member of staff of their choice, or a union representative present.

The employee should be notified in writing at least 48 hours in advance of the interview. The notification should state what the problem is, how it is proposed to remedy it, where and when the interview will take place and who may attend. In such interview any person present may take notes.

CCL will make a formal record of the interview. A copy of the record will be given to the employee and another copy placed on their personnel file.

The purpose of the meeting is to develop a strategy with a timetable for dealing with the problem.

Both the Co-ordinator/Principal Solicitor and employee are to propose measures they will take to help implement the strategy for overcoming the problem.

There should be at least one further interview to review progress.

If after the time period for the review and any further period as agreed there has been no further performance or behaviour problem then the first warning will be disregarded for any further disciplinary matters under these procedures.

If following formal counselling, either through a single session or several, the Co-ordinator/Principal Solicitor is satisfied the employee's performance has not reached the required standard of performance or behaviour, the Co-ordinator/Principal solicitor should set a final review period and issue the employee with a written warning.

The written warning should explain to the employee:

- The problem identified with the employee's performance or behaviour and the standard expected of the employee;
- The review period set;
- The remaining steps of the counselling and disciplinary procedures;
- Should the employee's performance or behaviour not reach the standard expected of the employee, the Co-ordinator/Principal Solicitor will instigate action under Step 3 of this clause; and

Step 3 Second Written Warning

If there is insufficient or no improvement within the review period, the Co-ordinator/Principal Solicitor will issue the employee with a written notice which:

- (a) Sets out the remainder of the counselling and disciplinary procedure;
- (b) Sets out a further review period;
- (c) Identifies the problem with the employee's performance or behaviour and the standard expected of them; and
- (d) Warns the employee that if the problem persists they may be dismissed.

A copy of the warning letter will also be placed on the employee's personnel file and will be destroyed if there is no recurrence of the problem within 6 months.

The employee will be again counselled as to strategies to improve their behaviour or performance.

Step 4 Final Written Warning

If by the end of the review period, the employee's performance or behaviour has not met the required standard, the Co-ordinator/Principal Solicitor will again discuss the issue with the employee. If a final warning is given, then it shall be issued in writing and placed on the employee's personnel file. If there is no recurrence of the problem within a further 6 months, the letters shall be destroyed.

The employee will continue to receive counselling regarding strategies to improve their behaviour or performance.

Step 5 – Dismissal

In the event of the matter recurring, the employment may be terminated. The decision to terminate employment will be made by the Co-ordinator/Principal Solicitor or in the case of the Co-ordinator/Principal Solicitor by the Board.

Summary Dismissal

- (a) Nothing in this policy limits the power of CCL to summarily dismiss an employee for serious misconduct, which may include wilful disobedience, dishonesty, fraud, sexual harassment, physical assault, breach of confidentiality or abandonment of employment.

Such a decision to summarily dismiss will be made

- (b) The Co-ordinator/Principal Solicitor in consultation with the Chair of the Board of Management may decide, given the circumstances of the employee's conduct or the implications for CCL's operations, to suspend the employee with pay, pending a decision by the non-staff members of the Board of Management.

Incapacity

- a) CCL may decide to terminate an employee's employment where the employee is permanently unfit for work in their current position or, if given appropriate training, would not be fit to perform alternative, available work within the Centre.
- b) Subclause (a) applies equally to an employee who is not permanently unfit but is expected to be temporarily unfit for a period of at least two years.
- c) CCL will employ principles of reasonable adjustment in considering the availability of alternative work for the employee. CCL must also consider its obligations under the Disability Discrimination Act and any relevant ACT legislation including the Worker's Compensation Act.
- d) Where the non staff members of the Board of Management believe it may be appropriate to terminate an employee's employment under this section it will:
 - Write to the employee advising them of the possibility of their employment being terminated and their associated rights, severance payments and other entitlements;
 - Invite within 14 days written or oral submissions by the employee or a representative of their choice;
 - Refer the matter to a specifically convened sub committee of the Board for a final decision;
 - Advise the employee that they may lodge a grievance to the Board of Management (as set out at clause 17) about the final decision or any other matter leading up to it.
- e) In deciding whether or not to terminate an employee's employment under this section the non-staff members of the Board of Management must rely on medical evidence and all other relevant circumstances. Any decision by the employee's superannuation fund to make or not make a payment for disability is relevant but not conclusive.
- f) If the decision is made to terminate employment on the grounds of invalidity, the employee will be given 14 days notice of the decision taking affect, advised of the grievance process and will be entitled to all unused sickness leave plus the severance payments set out in the relevant Award/MEA.
- g) Nothing in this section should be taken to make it compulsory for CCL to terminate on the grounds of invalidity.

The Board of Management

The procedures outlined above in relation to grievance, disciplinary, counselling, redundancy and termination of contract, place a number of obligations on the Board of Management as a whole and the non-staff members of the Board of Management in particular. It is envisaged that non-staff members of the Board of Management will make themselves familiar with these obligations and readily act on them in a co-operative and open manner.

The Co-ordinator/Principal Solicitor

The Co-ordinator/Principal Solicitor of CCL is responsible for ensuring that:

- The procedures outlined above are followed and executed fairly and in accordance with the spirit of cooperation and open communication which guided their formation
- That procedures outlined above protect the privacy of affected workers and that confidentiality is maintained
- Disputes, grievances, disciplinary matters are resolved as quickly as possible given the particular circumstances of each matter
- In matters relating to counselling and disciplinary procedures the Co-ordinator/Principal Solicitor will pursue the steps outlined in this policy
- Decisions relating to actions to be taken or details of discussions are communicated to the relevant parties when necessary
- Employee(s) bringing a grievance, and the Board of Management are provided with information about the procedures involved in following a formal grievance process
- Records of warnings and actions to be taken are maintained, and removed when required from an employee's personnel file
- Confidentiality is maintained in pursuing the steps of the counselling and disciplinary procedures
- On the termination of employment that employee's pay and leave entitlements are properly calculated and the information about their entitlements is provided to them
- Information about an employee's decision to resign is communicated to the entire staff as soon as possible after a written resignation letter has been submitted.

If the Co-ordinator/Principal Solicitor is the person who is the subject of a grievance or disciplinary action then the Chair of the Board of a delegated representative will assume these responsibilities.

Staff

Staff need to feel that they are able to communicate their concerns about a co-employee's performance to the Co-ordinator/Principal Solicitor in the knowledge that a matter will be

dealt with in confidence and action taken if necessary. Staff will act in the best interests of CCL in considering a co-employee's performance and where necessary:

- Bring concerns about a co-employee's work performance to the attention of the Co-ordinator/Principal Solicitor
- Follow the steps of the informal and formal procedures outlined above
- Consider the issues raised about their own and others' actions in a professional manner and consistent with the principles of dispute resolution
- Have the responsibility for contacting the Union or organising for an advocate to act on their behalf in grievance, counselling and disciplinary proceedings if they themselves are the subject of the procedures outlined above.

D9 Woden Community Service

The following additional terms are only binding on Woden Community Service (WCS) and the employees of Woden Community Service.

1. Rates of Pay

Woden Community Service aims to pay above award wages using SCHADS classifications as the basis. See attached Pay Rates table.

2. Use of WCS Vehicles and Home Garaging

Home garaging is the permitted use of a WCS employee to operate a WCS vehicle between the usual place of work at WCS and the place of residence of the employee. WCS vehicles may ONLY be home garaged with the prior approval of the Executive Director or delegate.

When considering arrangements for home garaging, the benefits to WCS should be weighed against any additional costs in operating the vehicle, including FBT liability.

However, for the purpose of taxation, home garaging of an organisational vehicle is considered to be a fringe benefit to the individual employee. If WCS provides more than the standard exemption benefit to an employee, the organisation is liable to pay fringe benefit tax.

WCS is committed to ensuring that no employee be disadvantaged in regard to their net cash entitlement, whilst ensuring the organisation is compliant with Australian Taxation Office (ATO) requirements.

WCS will manage the vehicle fringe benefit by reducing the exempt salary packaging to the extent of the value of the car fringe benefit. For example, this will keep the total fringe benefit within the ATO exemption limit. The employee will be provided with a taxable allowance to offset the reduction in salary packaging, resulting in no employee being disadvantaged by having to pay additional tax.

3. Christmas / New Year period

WCS is closed in the period between Christmas Day and New Year's Day. Stand down leave on full pay is granted to all employees for their standard working days in this period not deemed to be public holidays.

4. Paid Maternity Leave

In addition to the Australian Government's provision of paid maternity leave, Woden Community Service provides permanent employees who have one full year of service prior to pregnancy, with six weeks paid maternity leave.

For medical reasons, the employee may access personal leave credits to supplement paid maternity leave providing a medical certificate is provided.

5. Community Service Leave

In addition to the provisions of the National Employment Standards, Woden Community Service provides up to 5 days paid Community Service Leave for employees engaged in voluntary emergency management activity if they:

- a) engage in an activity that involves dealing with an emergency or natural disaster
- b) engage in the activity on a voluntary basis and
- c) are a member of, or has an association with, a recognised emergency management body

6. Study Leave

Permanent employees are eligible for a maximum of 10 days paid study leave per calendar year to engage in study directly related to their current position or agreed career development plan.

Study leave will be pro-rated according to standard hours worked per week.

Employees are required to meet the guidelines outlined in the Study Leave Policy and leave must be approved by the employee's immediate manager and Director in consultation with the Manager, People & Culture.

Leave Without Pay may also be accessed for study leave in accordance with Woden Community Service LWOP provisions.

7. Minimum Shift Engagement – Casual Employees in Disability Services

Casual employees performing work in Disability Services will be paid a minimum of two hours per shift.

8. Employee Assistance Program

WCS employs the services of an Employee Assistance Program provider. Employees are able to access free and confidential counselling sessions (up to four visits within a 12 month period) with the provider to discuss personal or work related matters.

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Woden Community Service Pay Rates Table effective 01 July 2015

SACS ACT	SCHADS	WCS Pay Classification	WCS Annual Wages (52.178 Weeks)	WCS Hourly Rate
1.1	1.1	2.1	\$37,776.87	\$19.05
1.2	1.2	2.2	\$39,253.51	\$19.80
1.3	1.3	2.3	\$40,871.03	\$20.61
2.1	2.1	3.1	\$42,970.15	\$21.67
2.2	2.2	3.2	\$44,791.16	\$22.59
2.3	2.3	3.3	\$46,151.96	\$23.28
2.4	2.4	3.4	\$47,617.12	\$24.02
2.5	2.5			
3.1	3.1	4.1	\$49,252.55	\$24.84
3.2	3.2	4.2	\$50,556.31	\$25.50
3.3	3.3	4.3	\$51,993.81	\$26.22
3.1 (3 year deg)	3.3(3yr deg)			
3.2(4 yr dg)	3.4(4yr deg)			
3.3	3.4(4yr deg)			
3.4	3.4(4yr deg)	4.4	\$53,422.97	\$26.94
4.1	4.1	5.1	\$55,325.38	\$27.90
4.2	4.2	5.2	\$56,701.83	\$28.60
4.3	4.3	5.3	\$58,205.60	\$29.36
4.4	4.4			
5.1	5.1	6.1	\$60,173.23	\$30.35
5.2	5.2	6.2	\$61,660.31	\$31.10

Community Sector Multiple Enterprise Agreement 2014 – 2018 (ACT)

5.3	5.3	6.3	\$63,172.43	\$31.86
5.4	5.3			
6.1	6.1	7.1	\$64,926.13	\$32.75
6.2	6.2	7.2	\$67,607.76	\$34.10
6.3	6.3	7.3	\$69,137.94	\$34.87
6.4	6.4			
7.1	7.1	8.1	\$72,223.39	\$36.43
7.2	7.2	8.2	\$73,729.01	\$37.18
7.3	7.3	8.3	\$75,259.19	\$37.96
8.1	8.1	9.1	\$76,789.37	\$38.73
8.2	8.2	9.2	\$78,319.55	\$39.50
8.3	8.3	9.3	\$81,379.37	\$41.04
		9.4	\$82,909.55	\$41.82
		9.5	\$85,961.90	\$43.35
		9.6	\$95,045.23	\$47.94
		Director 1	\$136,917.14	\$69.05
		Director 2	\$150,661.51	\$75.99

D10 Beryl Women Inc

The Committee of Management of Beryl Inc. undertake to provide the following terms and conditions to their employees, which are accompaniments to the Community Sector Multiple Business Agreement (Australian Capital Territory), to which Beryl Inc. is a party.

Relationship to other industrial and statutory instruments

This Memorandum of Understanding shall operate in conjunction with Community Sector Multiple Business Agreement (Australian Capital Territory) and other relevant industrial and statutory instruments which are applicable Beryl Inc. and its employees.

The terms and conditions of the appropriate industrial and statutory instruments shall be the terms and conditions of employment applying to employees covered by this Memorandum of Understanding. The terms and conditions of this Memorandum of Understanding shall be read and interpreted in conjunction with all clauses of these industrial and statutory instruments. This Agreement shall prevail to the extent of any inconsistency with the industrial and statutory instruments

Long Service Leave

The Long Service Leave Act (ACT) 1976 as amended applies in its full content, definitions and interpretation, aside from the more generous entitlements which Beryl Inc. undertakes to provide its employees. These are depicted below:

Long service leave is accrued at one week for each year of service. A permanent part-time employee may be paid long service leave entitlements on resignation or termination after a period of five years continuous service, payable at the current rate of pay. An employee may take accumulated Long Service Leave after 5 years of service.

In the case of having to permanently leave employment due to a permanent disability, (related or unrelated to a work incident) the employee will be eligible for Long Service Leave after 3 years of service. The payment will be calculated on a pro rata basis.

Public Holidays

All Beryl Women Inc. staff will be entitled to the full public holiday leave allocation, (and not pro-rata) irrespective of hours worked on each day, or if the day was a normal working day. If the day is a normal working day the worker does not attend work and is paid a normal day. If the day is not a normal working day it is to be taken as time in lieu or as per 25.6 in the MEA.

In addition to the public holidays mentioned in the MEA, Beryl undertakes to provide their permanent full-time and part-time employees with an additional public holiday on International Women's Day. Also for Indigenous staff, the Friday which falls within NAIDOC week will be given as a public holiday.

On call – call in / recall to work

(a)When an employee is called in to work, while on call, these hours will be accrued as 'time in lieu'.

Community Sector Multiple Enterprise Agreement 2014 – 2018 (ACT)

(b) When employees are called in to work, while on call, they accrue a minimum of three ordinary hours of work time as 'time in lieu'.

On call

While on call the worker is required to answer all calls as part of their oncall and Backup on call duties. For the consideration of this clause a phone call is not considered a recall to work. Back up on call is paid at a flat rate of \$192 per normal 7 day week.

Christmas Shutdown

Beryl Women Inc will close its offices for the period between Christmas and New Year. Staff will be given paid leave at normal pay. This is in addition to annual leave entitlements. In this period the on call and back roster is in place.

Special Leave

Special leave of up to three days per year may be granted in extraordinary circumstances, some of which are:
- moving house, sick parent or partner, attend funeral, or for other reasons as deemed appropriate by manager.

Cultural Leave

Where there is a commitment for an employee to attend a cultural function or ceremony, up to three days paid leave per annum, and then ten days unpaid leave maybe granted, with consultation and approval of the Manager. Cultural Leave is not accruable.

Employee increment ranges

Employees will paid within the following ranges:

Case workers 4.1 – 5.3

Coordinators 7.1 – 8.3 plus extra increments available in this MOU

In accordance with the incremental progression clause in the MEA.

Additional increments after reaching the top increment of Level 8

Where the Manager is paid at a rate above Level 8.3 of the MEA, the pay increases as set out in clause 9 of the MEA apply.

D11 Toora Women Inc

The following additional terms are only binding on Toora Women Inc and the employees of Toora Women Inc

1. Annual Leave

- (a) Employees are entitled to five weeks Annual Leave on full pay each year.
- (b) The employee is entitled to Annual Leave Loading, as set out in clause 2 of this Schedule.
- (c) Annual Leave must generally be taken at least twice a year and the full entitlement taken in the year. By mutual agreement in writing between the employee and the ED, the taking of Annual Leave may be deferred for no more than two years from the date when the right to Annual Leave accrued.
- (d) Annual Leave may be converted to sick leave, where an employee falls sick while on Annual Leave.
- (e) Applications for Annual Leave must be discussed between the employee and the employee's team and taken at a time suitable to both the employee and the team.

2. Leave Loading

- (a) the provisions of the MEA relating to leave loading will apply, with the exception of the application of clause 2 (b) below.
- (b) Leave loading is paid to all employees entitled to annual leave, at the rate of 20%.

3. Long Service Leave

- (a) employees are entitled to Long Service Leave in accordance with the Long Service leave (ACT) Act 1976 and as amended, with the exception of the application of clause 3(b) below.
- (b) Employees are entitled to Long Service leave on the following basis:
 - (i) Eight weeks leave at full pay for the first five years completed service.
 - (ii) Four weeks leave at full pay for each additional two years completed service.
- (c) A worker must take their full long service entitlement after each seven years of service
- (d) periods of leave without pay are not included as completed service for the purpose of these calculations.

4. Maternity Leave

(a) Employees are entitled to twelve weeks maternity leave on full pay, provided:

- (i) They provide a certificate confirming pregnancy (including the expected date)
- (ii) Generally, that they are not less than twenty-six weeks pregnant at the time the leave is taken (although the ED may agree to an earlier date)
- (iii) They have been in continuous employment with the Organisation for a minimum of twelve months at the time the leave is taken.

(b) Employees are also entitled to an additional forty weeks unpaid leave, to be taken immediately following the period of paid Maternity leave.

(c) these entitlements apply equally to employees adopting a baby. In this case, they must provide proof of adoption.

(d) Where an employee requires leave due to their partner having a baby, the employee may negotiate the matter with the ED. The Ed may approve up to fifty-two weeks leave without pay for the employee.

5. Study Leave

Employees may be entitled to up to three hours per week Study Leave on full pay for a course that is of benefit to the Organisation.

6. Meal Breaks

(a) all employees are entitled to thirty minutes paid meal break per day or shift.

(b) an employee will not be required to work more than five hours without a break for a meal

7. Employee increment ranges

EMPLOYEE INCREMENT RANGES

Employees are paid within the following ranges:

Support Workers	Grade 4.1 – 5.3
Case Coordinators	Grade 5.1 – 6.3
Team Leaders	Grade 6.1 – 7.3
Managers	Grade 7.1 – 8.3

Where an employee moves to the top increment of the first classification of the broadband, there is a meeting with the supervisor to discuss a plan for the development of skills and

competencies that would match the requirements of the next level of the broadband, as defined by the classification definitions in the MEA.

At the next performance review at the end of the 12 month period, the supervisor will review the employee's progress towards obtaining the skills and competencies. Where satisfactory progress has been made, the employee will progress to the next classification of the broadband without the need for the position to be reclassified.

Each job will be classified in accordance to the classification definitions and subject to the broadbanding process, the employee may access the next classification level. Toora, in consultation with staff, will utilise appropriate benchmarking, capability frameworks, and other resources to assist in the use of classification definitions.

Nothing in this clause will operate to affect the existing classifications for current employees at the date of approval of this agreement.

8. On call - call ins

(a) When an employee is called in to work, while on call, these hours will be accrued as 'time in lieu'.

(b) When employees are called in to work, while on call, they accrue a minimum of three ordinary hours of work time as 'time in lieu'

9. Over time/Time in Lieu

(a) When overtime is paid

- i. Permanent employees attending an Advisory Forum meeting outside their normal work hours.
- ii. Advisory Forum Representatives attending Board meetings.
- iii. Toora House Support Workers attending staff meetings.
- iv. The employee is required by the Executive Director to assist with an emergency that has been deemed by the Executive Director as a critical situation.
- v. Any other circumstance where the Executive Director deems it necessary.

(b) When overtime is accrued as Time in Lieu

- i. The Employee is a member of an interview panel for the organisation outside normal work hours.
- ii. The employee attends a committee which they represent the service or organisation outside of normal work hours.

- iii. The employee attends training or workshops outside normal work hours.
- iv. The employee is delayed and finishes later than the scheduled completion time (e.g. following a long handover)
- v. The employee is attending a Performance Appraisal meeting outside normal work hours.
- vi. The employee is delivering training, participating in external panels or presenting TWI information outside normal work hours.
- vii. The employee takes a service user to an appointment outside normal work hours.
- viii. The employee travel time for interstate travel outside normal work hours.
- ix. The employee delivers money/petty cash reimbursement etc. at the Weston office on the way home, outside normal work hours.

10. Time off in Lieu

- a) The maximum amount of time in TIL that can be accrued is 32 hours.

11. Salary Packaging

- (a) Parameters of the salary packaging system

Salary packaging will be as part of this Agreement, on the following basis:

- (i) it is to be offered to employees on an optional basis. No employee will be penalized for refusing to enter into a salary package agreement
- (ii) it is available to all permanent employees (FT and PT) and to staff employed on a contract for twelve months or longer
- (iii) it is to have no detrimental effect on other employee entitlements (see clause 19d below)
- (iv) the Organisation will not charge employees for administration of the scheme, except as provided for under clause 19(a)(vii) below
- (v) the Organisation will provide financial assistance to workers to assist them to get independent financial advice in relation to salary packaging
- (vi) with the agreement of all employees eligible for salary packaging, the financial benefits of salary packaging may be divided between the Organisation and the employee. The maximum benefit can then be retained by the organization under such a division is 30% (a minimum 70% of the benefit to be received by the employee)

Community Sector Multiple Enterprise Agreement 2014 – 2018 (ACT)

(vii) where 100% of the benefit is received by the employee, the Organisation may charge a fee to cover expenses associated with administration of salary packaging

viii) the Organisation will ensure that the structure of any agreed package complies with taxation and other relevant laws

(ix) The organization will confirm in writing to the employee the classification level and current salary payable as applicable to the employee under the Agreement

(x) the Organisation will advise the employee in writing of the right to receive payment of the salary mentioned in clause 19(a)(ix) above, instead of a salary package

(xi) the Organisation will advise the employee in writing that all currently applicable conditions other than the salary shall continue to apply

(xii) the employee may package the applicable salary under the Agreement into a non-salary fringe benefit up to a maximum of \$15,450 per annum (or \$30,000 grossed up in accordance with the Fringe Benefits Tax Assessment Act 1986)

(xiii) the employee shall be entitled to inspect details of the payments and transactions made under the terms of an agree package

(xiv) if the Organisation ceases to attract exemption from payment of Fringe Benefits Tax in respect of grossed-up fringe benefits of up to \$30,000 per employee per annum, and/or ceases to attract status as a Public Benevolent Institution for the purposes of section 57A of the Fringe Benefits Tax Assessment Act, all remuneration packaging arrangements shall be terminated and individual employees' salaries will revert to those previously specified (adjusted for any increments in salary)

(b) – Opting in and out of packaging

Opting in and out of packaging and changing packaging arrangements will generally only happen on an annual basis, except in exceptional circumstances. Exceptional circumstances include:

(i) a change in position that results in a substantial increase in salary

(ii) any change in the treatment of salary packaging for taxation or Centrelink (or any other Government benefit) purposes

(iii) separation from or serious illness or death of, an employees partner/spouse

(iv) an extended period of sick leave or leave on reduced pay for the employee

(c) – Types of benefits available for packaging

Up to three types of benefits are able be packaged, from the following list:

- (i) home mortgage payments
- (ii) home rental payments
- (iii) car loan, credit card or personal loan payments
- (iv) regular childcare costs
- (v) regular school fee payments
- (vi) regular health insurance payments
- (vii) superannuation contributions

(d) – No disadvantage to be incurred by the employee:

The terms and conditions of an agreed package shall not be less favourable than the entitlements otherwise available under this Agreement and shall be subject to the following provisions:

- (i) salary based entitlements (including workers compensation payment and superannuation contributions) calculated as if the parties had not entered into a salary packaging agreement
- (ii) if the employer ceases employment, all leave entitlements due on termination will be paid based on the salary payable if the parties had not entered into a salary packaging agreement.

12. Termination of Employment

(a). The decision to terminate employment is taken by the Executive Director in conjunction with the Chair of the Board.

(b) Notice of termination shall be one month and in writing, except for instant dismissal for serious and wilful misconduct.

(c) Should the notice period not be given, payment in lieu of notice shall be given.

(d) Upon termination of employment for any reason, the employee shall be provided with a certificate of service in the following form:

- (i) employee's name
- (ii) period of employment
- (iii) title of position held
- (iv) salary scale
- (v) nature of work
- (vi) name of organization

Community Sector Multiple Enterprise Agreement 2014 – 2018 (ACT)

(vii) date of document

D12 Alcohol Tobacco and Other Drug Association ACT Inc. (ATODA)

The following additional terms are only binding on ATODA and the employees of ATODA.

1. Wages

Employees will receive a 3.5% wage increase from the first full pay period on or after 1 July 2015, 1 July 2016, 1 July 2017 and 1 July 2018 in lieu of the wage increases prescribed in section 9.2 of this agreement.

2. Christmas Shutdown

The employee is entitled to paid leave at the ordinary rate for the ordinary working days between Christmas Day and New Years Day.

3. Special Leave

Special leave may be granted for approved purposes at the discretion of the Executive Officer. Special leave may be granted without deduction of pay for up to five ordinary working days in any one year. Special leave is not cumulative.

4. Bereavement Leave

Bereavement leave may be granted for a period not exceeding the number of hours worked by the employee in five ordinary days' work within the other conditions specified under Clause 23 of this agreement.

5. Family Responsibilities

In the event of a child, partner, or other family member who is dependent on the employee becoming sick or in need of care, the employee shall be entitled to special leave without deduction of pay for up to ten ordinary working days in any one year. Family Responsibilities leave is not cumulative.

6. Birthday Leave

Employees are entitled to a paid day off for their birthday. This day does not attract a leave loading. If the birthday falls on a weekend then a weekday can be negotiated with the Executive Officer. The day off must be taken within 4 weeks of the employee's birthday.

7. Fulltime Hours

Fulltime hours at ATODA is set at 35 hours per week.

8. Time in Lieu

Employees are able to accrue time in lieu as per the ATODA Policy and Procedures.

9. Paid Parental Leave

- 9.1 A female employee with at least twelve months' continuous service shall be entitled to 12 consecutive weeks paid (pro rata) parental leave upon her confinement. This leave must be taken 2 weeks before the expected date of birth and continues until 10 weeks after the date of birth. If the birth occurs more than 2 weeks before the expected date, this leave begins from the date of birth. A minimum 4 weeks continuous leave post-birth must be taken.
- 9.2 An employee with at least twelve month's continuous service who is not the primary care giver of a new born child but is the partner in a relationship with a new born child shall be entitled to 2 consecutive weeks paid (pro rata) parental leave within 4 weeks of the birth of the child. This is in addition (where applicable) to the employer paying a top up payment to supplement the Federal Government's 'Dad and Partner Pay', by paying the difference between the 'Dad and Partner Pay' and the normal wage.
- 9.3 An employee with at least twelve month's continuous service who is the primary care-giver of a new born child, but has not given birth to the child, and where another person is not also the primary care-giver for the same new born child, shall be entitled to 8 consecutive weeks paid (pro rata) parental leave upon the birth of the child.
- 9.4 An employee with at least twelve months' continuous service who is the primary care giver for an adopted child under 12 months of age shall be entitled to 8 consecutive weeks paid (pro rata) parental leave commencing not more than two weeks before commencement of custody of the child.

- 9.5 An employee with at least twelve months' continuous service who is not the primary care giver but is the partner in the relationship with an adopted child under 12 months of age shall be entitled to 2 consecutive weeks paid (pro rata) parental leave within 4 weeks of commencement of custody of the child. This is in addition (where applicable) to the employer paying a top up payment to supplement the Federal Government's 'Dad and Partner Pay', by paying the difference between the Dad and Partner Pay and the normal wage.

For the purposes of this clause periods of leave without pay do not break, but are not counted towards, continuous service. All paid parental leave attracts superannuation.

The employer and employees acknowledge that, at the time this Agreement commenced operation:

- (a) the *Paid Parental Leave Act 2010* (Cth) provided eligible employees with a statutory entitlement to 18 weeks' paid parental leave paid at the national minimum wage and up to 2 weeks 'Dad and Partner Pay' at the national minimum wage; and
- (b) this statutory entitlement was not reduced by the amount of any paid parental leave provided to an employee under this Agreement.

D13 Asthma Foundation ACT

The following additional terms are only binding on Asthma Foundation ACT and the employees of Asthma Foundation ACT.

Salary Packaging

1 Where agreed between the employer and a full-time or part-time employee, an employer may offer salary packaging in respect of salary. Neither the employer nor the employee may be compelled to enter into a salary packaging agreement.

2 Salary packaging shall mean that an employee will have part of their salary packaged into a fringe benefit which does not constitute a direct payment to the employee but is payable to a bona fide third party.

3 The terms and conditions of such a package shall not, when viewed objectively, be less favorable than the entitlements otherwise available under the award and shall be subject to the following provisions:

(a) the employer shall ensure that the structure of any agreed remuneration package complies with taxation and other relevant legislation;

(b) where there is an agreement to salary package, the agreement shall be in writing and made available to the employee;

(c) the employee shall have access to details of the payments and transactions made on their behalf. Where such details are maintained electronically, the employee shall be provided with a printout of the relevant information;

(d) the employer has the right to vary or withdraw from a salary packaging agreement and/or withdraw from offering salary packaging in the event of amendments to legislation that are detrimental to, or increase the costs of, salary packaging arrangements;

(e) in the event that the employer withdraws from a salary packaging agreement, the individual employee's salary will revert to that specified in Schedule B of this Agreement;

(f) notwithstanding any of the above arrangements, the employer or employee may cancel any salary packaging agreements by the giving of one month's notice of cancellation to the other party;

(g) the calculation of entitlements concerning occupational superannuation and annual leave loading on annual leave pursuant to Clause 24.8 - Annual Leave, will be based on the value of the employee's total salary as outlined in Schedule B of this Agreement;

(h) unless there is agreement between the employer and the employee to the contrary, all salary packaging arrangements shall cease during any period of leave without pay, including periods of unpaid sick leave.

D14 Youth Coalition of the ACT

Christmas Shutdown

The employee is entitled to paid leave at the ordinary rate for the ordinary working days between Christmas Day and New Years Day.

Special Leave

Special leave may be granted for approved purposes at the discretion of the Director. Special leave may be granted without deduction of pay for up to five ordinary working days in any one year. Special leave is not cumulative.

Bereavement Leave

Bereavement leave may be granted for a period not exceeding the number of hours worked by the employee in five ordinary days' work within the other conditions specified under Clause 23 of this agreement.

Family Responsibilities

In the event of a child, partner, or other family member who is dependent on the employee becoming sick or in need of care, the employee shall be entitled to special leave without deduction of pay for up to ten ordinary working days in any one year. Family Responsibilities leave is not cumulative.

Paid Parental Leave

A female employee with at least twelve month's continuous service shall be entitled to 12 consecutive weeks parental leave (pro rata), commencing not less than 2 weeks before the expected date of birth. If the birth occurs more than 2 weeks before the expected date, this leave begins from the date of birth.

An employee with at least twelve month's continuous service who is not the primary care giver of a new born child but is the partner in a relationship with a new born child shall be entitled to 2 consecutive weeks parental leave (pro rata) upon the birth of the child.

An employee with at least twelve month's continuous service who is the primary care giver of a new born child, but has not given birth to the child, and where another person is not also the primary care-giver for the same new born child, shall be entitled to 8 consecutive weeks parental leave (pro rata) upon the birth of the child.

An employee with at least twelve month's continuous service who is the primary care giver for an adopted child under 12 months of age shall be entitled to 8 consecutive weeks parental leave (pro rata) commencing not more than two weeks before commencement of custody of the child.

An employee with at least twelve month's continuous service who is not the primary care giver but is the partner in a relationship with an adopted child under 12 months of age shall be entitled to 2 consecutive weeks parental leave with (pro rata) upon commencement of custody of the child.

The part time equivalent of the full-time leave entitlement may be taken, by negotiation with the Director.

For the purposes of the clause periods of leave without pay do not break but are not counted towards continuous service.

Birthday Leave

Employees are entitled to a paid day off for their birthday. This day does not attract a leave loading. If the birthday falls on a weekend then a weekday can be negotiated with the Director. The day off must be taken within 4 weeks of the employee's birthday.

Fulltime Hours

Fulltime hours at the Youth Coalition of the ACT is set at 35 hours per week.

Time in Lieu

Employees are able to accrue time in lieu up to 20 hours per month. Once an employee's accrued TIL exceeds this limit, their manager may discuss with the employee when the TIL will be taken. If no agreement is able to be reached about when the employee will use the accrued TIL in excess of 20 hours, the staff member's manager may direct that it be taken at a time of the manager's choosing, or in exceptional circumstances may authorise that it be paid out. TIL for flexible hours which is paid out will be at the ordinary time rate.

SIGNATORIES

Signed as bargaining representative for and on behalf of each Employer named in Schedule A of this Agreement,



Signature

Date: 17/8/15

Name & Title:

Michael Pegg

Industrial Relations Manager

Address:

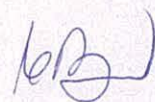
Jobs Australia Ltd

708 Elizabeth St, Melbourne, Victoria

Authority:

Bargaining representative of the Employer

In the presence of



Signature

Name CAROLINE RYAN

Date: 17/8/15

Signed as bargaining representative for and on behalf of employees at each Employer named in Schedule A of this Agreement,

A handwritten signature in blue ink, appearing to read 'Natalie Lang', with a stylized flourish at the end.

Signature

Date: 17 August 2015

Name & Title:

Natalie Lang

Branch Secretary

ASU NSW & ACT (Services) Branch

Address:

Level 1, 39 Renwick St, Redfern, NSW

Authority:

In accordance with the rules of the Australian Services Union

UNDERTAKINGS

Community Sector Multiple Enterprise Agreement 2014-2018 (Australian Capital Territory)


Schedule D8

Pursuant to s.190 of the Fair Work Act, on behalf of Canberra Community Law I make the following undertakings:

1. That, notwithstanding clause 8.3(c) of Schedule D8, adoption related parental leave (without pay) will be provided where the child is or will be under sixteen as at the day of placement, or the expected day of placement, of the child.
2. That clause 17 of Schedule D8 does not prevail over clause 34 of the Agreement, and disputes relating to the NES will be subject to clause 34 of the Agreement.

Date: 1 March 2016

Signed:



Name: Genevieve Bolton

Position/Authority: Co-ordinator/Principal Solicitor, Canberra Community Law