

*COMMUNITY  
SECTOR MULTIPLE  
ENTERPRISE  
AGREEMENT 2009*

*(AUSTRALIAN  
CAPITAL  
TERRITORY)*

*This Agreement should be read in conjunction with chapter 2, part 2.2 of the Fair Work Act which deals with the National Employment Standards.*

## **PART 1. OPERATION OF THE AGREEMENT**

### **1. TITLE**

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

### **2. ARRANGEMENT**

This Agreement is arranged as follows:

1. Title
2. Arrangement
3. Parties Bound
4. Date of Operation
5. Posting of Agreement

### **Part 2. Engagement of Employees**

6. Contracts of Employment
7. Hours of Work
8. Shift Work

### **Part 3. Wages and Superannuation**

9. Rates of Pay
10. Staff Development, Progression And Classification
11. Overtime
12. Sleepovers
13. Excursions
14. Payment of Wages
15. Accident Pay - Make-up of Pay
16. Superannuation

### **Part 4. Allowances**

17. Higher Duties Allowance
18. Traveling and Motor Vehicle Allowance
19. On-call Allowance
20. Protective Clothing Allowance
21. First Aid Certificate
22. Telephone Allowance

### **Part 5. Leave**

23. Personal Leave
24. Annual Leave
25. Public Holidays
26. Long Service Leave
27. Parental Leave

28. Jury Service
29. Calculation of Continuous Service
30. Leave without Pay
31. Blood donors
32. Aboriginal Custom and Traditional Law
33. Cultural Leave

## **Part 6. Dispute Resolution, Termination and Redundancy**

34. Dispute Resolution
35. Employee Counseling and Disciplinary Procedures
36. Notice of Termination
37. Consultation and Introduction of Change
38. Transmission of Business
39. Redundancy

## **Part 7. GENERAL PROVISIONS**

40. Anti-discrimination
41. Amenities
42. Occupational Health and Safety
43. Joint Consultative Committee
44. Savings
45. Union Delegate's Leave
46. Union Right of Entry

## **Schedules**

Schedule A Employers Bound

Schedule B Classifications - User Guide and Glossary of Terms

Schedule C Classification Structure

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

- D1 Anglicare Canberra Goulburn
- D2 Asthma Foundation ACT
- D3 Beryl women Inc.
- D4 Canberra Men's Centre
- D5 Conflict resolution Service
- D6 Council On The Ageing ACT
- D7 Gugan Gulwin Youth Aboriginal Corporation
- D8 Homelessness Australia
- D9 Mental Health Community Coalition
- D10 Mental Health Consumer Network
- D11 Mental Illness education ACT
- D12 Parentline ACT
- D13 Self Help Organisation United Together (SHOUT)
- D14 Tenants Union ACT
- D15 Toora Women Inc.
- D16 Woden Community Services
- D17 Youth Coalition of the ACT

### **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.

**3.1.2** The Australian Municipal, Administrative, Clerical and Services Union, also referred to as the Australian Services Union NSW & ACT (Services) Branch (the ASU).

**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 the date of lodgement and shall expire on 30 June 2010.

### **5. POSTING OF AGREEMENT AND NOTICES**

**5.1** A copy of this agreement shall be kept in a convenient place for perusal of all employees, and a copy of the agreement 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;

**6.1.2** Permanent employees after satisfactory conclusion of the determined probationary period;

**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 and 6.1.2, any questions regarding the work performance of a person on probation will be dealt with in accordance with the employee counselling and disciplinary procedures of clause 35.

**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 set and regular basis 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.

**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:

- 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.

**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. 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 Replacement employees**

- 6.9.1** A replacement employee means an employee engaged for a specific period of time to replace a designated person.
- 6.9.2** The period of time for which the employee is engaged together with any other special conditions of employment shall be confirmed in writing at the time of appointment.
- 6.9.3** A replacement employee shall be engaged and paid as either a full-time, part-time or casual employee subject to the provisions and definitions of this clause.

## **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 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 but shall not exceed nineteen days in each four week cycle unless arrangements have been agreed to by employees to provide for other than a nineteen day four week cycle. 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.
- 7.2.3** By agreement between the employer and the majority of employees at the workplace, ordinary hours not exceeding twelve on any shift may be worked subject to such an agreement being recorded in writing.

## **7.3 Banking of rostered time off**

Where the option of rostered time off is adopted, 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.

## **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 7.00pm.

### **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**

**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 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 \$6.62 per half hour of the meal break; or

**8.6.2(b)** On Saturdays, Sundays and public holidays, receive an allowance of \$8.63 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.
- 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.

## **8.9 Programmed days off**

### **8.9.1** Eight hour shift employees

**8.9.1(a)** A full-time employee who is engaged to work shifts of not longer than eight ordinary hours shall be entitled to one programmed day off in each four week period which shall be nominated by the employer in accordance with the rostering provisions of subclause 8.7.

**8.9.1(b)** Notwithstanding anything contained in paragraph 8.9.1 or any other provision of this agreement, by mutual agreement between the employer and the employee, a full-time employee may work an average of 38 ordinary hours per week in a manner other than with a programmed day off, by either:

**8.9.1(b)(i)** Having one shift in each week of less than eight ordinary hours;  
or

**8.9.1(b)(ii)** Having one shift in each two week period of less than eight hours' duration.

**8.9.1(c)** The day or days on which the shorter shifts shall be worked shall be as mutually agreed between the employer and the employee.

**8.9.1(d)** Where either the employee or employer believes that the methods of working a 38 hour week contained in paragraph 8.9.1(b) are of benefit but is unable to reach agreement with the other party, the matter shall be dealt with according to the dispute resolution procedures in clause 34.

**8.9.1(e)** Notwithstanding anything else in this agreement, a full-time employee may seek to defer or be requested to defer any programmed day off which becomes due for a period of up to three months, provided that the deferment is by mutual agreement.

**8.9.1(f)** No more than five programmed days off may be deferred at any given time.

**8.9.1(g)** Deferred programmed days off may be taken as single days or as a block in any manner mutually agreed.

### **8.9.2** Extended night shift employees

**8.9.2(a)** A full-time employee who is engaged to work an extended night shift of between eight and ten ordinary hours shall be entitled to at least four programmed days off in each twenty week period.

**8.9.2(b)** Programmed days off shall be nominated in accordance with the rostering provisions of subclause 8.7.

**8.9.3** Work on a programmed day off

An employee required to work on a day nominated as a programmed day off shall be paid for work in accordance with the overtime provisions of this agreement and shall not be entitled to an alternate programmed day off.

**8.9.4** Twelve hour shifts

By agreement between the employer and the majority of employees at the workplace, ordinary hours not exceeding twelve on any shift may be worked subject to such an agreement being recorded in writing. The agreement must be guided by relevant occupational health and safety considerations

### **PART 3. WAGES AND SUPERANNUATION**

#### **9. RATES OF PAY**

**9.1** Subject to Schedule C, the following rates of pay per annum are the minimum to be paid to employees in respect of their classification level.

<b>Classification Level</b>	<b>1<sup>st</sup> Pay Period on or after 1<sup>st</sup> July 2008 – 3.5%</b>	<b>1<sup>st</sup> Pay Period on or after 1<sup>st</sup> July 2009. – 3.15%</b>
<b>Community Services Worker Level 1</b>		
Paypoint 1	30,919.30	31,893.26
Paypoint 2	32,126.08	33,138.05
Paypoint 3	33,448.54	34,502.17
<b>Community Services Worker Level 2</b>		
Paypoint 1	34,655.31	34,746.95
Paypoint 2	35,862.08	36,991.74
Paypoint 3	36,953.15	38,117.17
Paypoint 4	38,159.90	39,361.94
<b>Community Services Worker Level 3</b>		
Paypoint 1	39,366.67	40,606.72
Paypoint 2	40,573.43	41,851.99
Paypoint 3	41,780.20	43,096.28

Paypoint 4	42,986.96	44,341.05
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**Community  
Services Worker  
Level 4**

Paypoint 1	44,193.73	45,585.83
Paypoint 2	45,285.18	46,711.66
Paypoint 3	46,491.95	47,956.45

**Community  
Services Worker  
Level 5**

Paypoint 1	47,583.02	49,081.89
Paypoint 2	48,789.79	50,326.67
Paypoint 3	49,996.54	51,571.43

**Community  
Services Worker  
Level 6**

Paypoint 1	51,203.32	52,816.22
Paypoint 2	52,410.08	54,061.00
Paypoint 3	53,616.85	55,305.78

**Community  
Services Worker  
Level 7**

Paypoint 1	54,823.60	56,550.54
Paypoint 2	56,030.38	57,795.34

**Community  
Services Worker  
Level 8**

Paypoint 1	57,237.14	59,040.11
Paypoint 2	58,443.90	60,284.88
Paypoint 3	59,650.67	61,529.67

**9.2** Weekly rate of pay is calculated by dividing current rate of pay per annum by 52.178.

**9.3.** The rates of pay in 9.1 are minimum rates only; any employee receiving a higher rate of pay shall not be disadvantaged as a result of the provisions of this clause.

## **10. STAFF DEVELOPMENT, PROGRESSION AND CLASSIFICATION**

### **10.1 Incremental Progression**

**10.1.1** At the conclusion of each twelve months of employment or entry into a classification level, employees shall be eligible for incremental progression between paypoints if:

- 10.1.2** The employee has given satisfactory performance over the preceding twelve months; and
- 10.1.3** The employee has acquired and is required by the employer to utilise new and/or enhanced skills within the ambit of the classification definition for his/her position or other skills where agreed at the staff development/performance review.
- 10.1.4** Where an employer does not review the performance and development of an employee within two months of the anniversary date mentioned below in clause “10.2 Staff Development Performance Review”, the employee shall progress automatically within his/her classification level except where an adverse report is received by the employer regarding performance.
- 10.1.5** In cases where the review is delayed, the anniversary date shall not be changed and the increase, if any, will be paid retrospectively to the anniversary date.
- 10.1.6** Movement to a higher level shall occur by way of promotion or reclassification.

## **10.2 Staff Development/Performance Review**

- 10.2.1** An annual Staff Development/Performance Review shall be conducted for all employees. The review shall be confidential and without limiting the scope is intended to identify:
- 10.2.1(a)** the new or enhanced skills required by the employer, if any, together with proposed competency levels required where appropriate;
  - 10.2.1(b)** any development and expansion anticipated by the employer for the employee in his/her position both in the short term and the longer term;
  - 10.2.1(c)** the current training needs to be undertaken to meet individual and organisation objectives in both the short and long term and to enable an employee to meet the standards of his/her existing position;
  - 10.2.1(d)** career development;
  - 10.2.1(e)** the performance objectives required;
  - 10.2.1(f)** current performance.
- 10.2.2** An employee who has been absent in excess of three months in aggregate shall have the review delayed by the period of absence.

## **10.3. Classification/Reclassification of Positions**

Positions will be classified or reclassified in accordance with the work level descriptions provided for in SCHEDULE C: CLASSIFICATION STRUCTURE and the processes contained in SCHEDULE B - CLASSIFICATIONS - USERGUIDE AND GLOSSARY OF TERMS. An employee may make a written application for reclassification of his/her position.

## **10.4 Salary On Promotion**

- 10.4.1** 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.

**10.4.2** 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 and shall be paid for the time at the rate of 150 per cent for each hour 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** For the purposes of this clause all references to "the Approved fund" means either the Health Employees Superannuation Trust Australia (HESTA); Australian Superannuation Savings Employment Trust; Australian Super, or such other fund that complies with the Act and Regulations.

**16.2** "Earnings" means all amounts paid to an employee except payment(s) for overtime.

**16.3** "Eligible employee" - means any employee aged between 18 and 70, who is paid \$450 (before tax) or more in a calendar month, whether they work full-time, part-time or on a casual basis. (in accordance with the Superannuation Guarantee (Administration) Act 1992 as amended from time-to-time)

**16.4** The employer shall, in respect of each eligible employee, pay an amount equivalent to 9% of the employee's earnings monthly into the approved fund.(in accordance with the Superannuation Guarantee (Administration) Act 1992 as amended from time-to-time)

**16.5** "The Employer" will provide all eligible employees who are not already members of the Approved Fund with a membership application form and will take such action as to ensure that each eligible employee's completed application form is registered with the Fund.

**16.6** Where an eligible employee has failed to become a member of any of the Approved Funds, the employer will remit monthly contributions in accordance with sub-clause 16.3 to HESTA providing, as a minimum, the employee's name, address and date of birth.

### **16.7 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.

### **16.8 Unpaid leave**

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

### **16.9 Work related injury and sickness**

**16.9.1** 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.

**16.9.2.** 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 an allowance equivalent to the relevant rates as paid in the Australian Capital Territory Public Sector as applying from time to time.

**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 \$11.07 per week.

## **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 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 when they are absent due to:

- personal illness or injury (sick leave); or
- for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support (carer's leave), or in cases of unexpected emergency; or
- because of bereavement on the death of an immediate family or household member (bereavement leave).

**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)** Eighteen 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 nominally either every pay period, provided that the pay period does not exceed four weeks, or for every four weeks of service

**23.1.6** Accrual and Crediting of paid Personal Leave will be in accordance with the National Employment Standards.



## **23.2 Immediate family or household**

**23.2.1** The entitlement to carer's or bereavement 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

**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 an eight 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 7 or 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 Bereavement leave**

**23.4.1** An employee is entitled to use up to three days bereavement leave on each occasion of the death of a member of the employee's immediate family or a member of the employee's household.

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

**23.4.3** Reasonable proof of the death 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 up to 10 days personal leave each year as carer's leave.

**23.5.2** The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

**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.

## **24. ANNUAL LEAVE AND INDIVIDUAL FLEXIBILITY**

- 24.1** An employee, other than a casual employee, shall be entitled to the following annual leave on pay after twelve months' continuous service:
- 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.
- 24.2** Any employee, other than a casual employee, who has completed at least one month's continuous service may, on written application to the employer, be granted annual leave on a pro rata basis prior to the completion of any period of a full twelve months' service. Where such pro rata annual leave is granted by the employer:
- 24.2.1** The employee shall be entitled to payment of annual leave loading in accordance with subclause 24.8; and
- 24.2.2** The period of pro rata annual leave shall be deducted from the annual leave loading otherwise payable at the end of that period of twelve months' service.
- 24.3** Approval of any application for pro rata annual leave in accordance with subclause 24.2 shall be subject to the employer's convenience and will not unreasonably affect the operation of the service concerned but shall not be unreasonably withheld.
- 24.4** The annual leave prescribed in subclauses 24.1, 24.2 and 24.3 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 date when the right to annual 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 be deferred for not more than two years from the date when the right to annual leave accrued.
- 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 subclauses 24.1, 24.2 and 24.3, an employee proceeding on annual leave shall receive a loading of 17.5% of annual leave pay.

**24.9** Any Annual Leave accrued or credited subject to this Agreement will be in accordance with the Australian Fair Pay and Conditions Standard.

**24.10 Annual leave and Individual flexibility Arrangements**

**24.10.1** Notwithstanding the provision of this clause, an employee may elect, with the consent of the employer, to take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

**24.10.2** The above clause may be varied in the following way. An employee may request the Employer that up to 10 days annual leave may be taken in single day absences. The employer may agree to the request, provided the employee and the Employer genuinely agree to the arrangement, and the employee is better off overall. The employer must ensure that the individual flexibility arrangement:

(a) Is in writing; and

(b) Includes the name of the employer and employee; and

(c) Is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

(d) Includes details of:

(i) The terms of the enterprise 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.

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

**24.10.4** The employer or 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 employee agree in writing — at any time.

- 24.10.5** The Employer is responsible for ensuring that all of the requirements of clause 24.10.2 are met.
- 24.10.6** The Employer must provide copies of all flexibility arrangements made under this clause to the Union, upon request.
- 24.11** An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

**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 as follows:

New Year's Day,  
 Australia Day,  
 Good Friday,  
 Easter Saturday,  
 Easter Monday,  
 Anzac Day,  
 Queen's Birthday,  
 Eight Hours' Day or Labour Day,  
 Christmas Day, and  
 Boxing Day.

**25.3** In addition to the public holidays prescribed in this clause an additional public holiday shall apply to each employee as follows:

**25.3.1** The first Monday in March of each year;

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

<b>Christmas Day</b>	<b>Additional Day</b>
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.

## **27. PARENTAL LEAVE**

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part time in connection with the birth or adoption of a child. The provisions of this clause apply to full-time, part-time and eligible casual employees, but do not apply to other casual employees.

An "eligible casual employee" means a casual employee:

- (a) employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
- (b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

For the purposes of this clause, "continuous service" is work for an employer on a regular and systematic basis (including any period of authorised leave or absence).

An employer must not fail to re-engage a casual employee because:

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

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

## **27.1 Definitions**

- 27.1.1** For the purpose of this clause **child** means a child of the employee under the age of one year except for adoption of a child where 'child' means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
- 27.1.2** Subject to clause 27.1.3, in this clause, **spouse** includes a de facto or former spouse.
- 27.1.3** In relation to clause 27.6, **spouse** includes a de facto spouse but does not include a former spouse.

## **27.2 Basic entitlement**

- 27.2.1** After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.
- 27.2.2** Subject to 27.4.6, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:
- 27.2.2(a)** for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;
  - 27.2.2(b)** for adoption leave, an unbroken period of up to three weeks at the time of placement of the child

## **27.3 Right to request**

- 27.3.1** An employee entitled to parental leave pursuant to the provisions of clause 27.2 may request the employer to allow the employee:
- 27.3.1(a)** to extend the period of simultaneous unpaid parental leave provided for in clauses 21.2.2 up to a maximum of eight weeks;
  - 27.3.1(b)** to extend the period of unpaid parental leave provided for in clause 27.2.1 by a further continuous period of leave not exceeding 12 months;
  - 27.3.1(c)** to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

- 27.3.2** The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's

parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

## **27.4 Maternity leave**

**27.4.1** An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:

**27.4.1(a)** of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least ten weeks;

**27.4.1(b)** of the date on which the employee proposes to commence maternity leave and the period of leave to be taken – at least four weeks.

**27.4.2** When the employee gives notice under 27.4.1(a) the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

**27.4.3** An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

**27.4.4** Subject to clause 27.2.1 and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

**27.4.5** Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

## **27.4.6 Special maternity leave**

**27.4.6(a)** Where the pregnancy of an employee not then on maternity leave terminates after 29 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

**27.4.6(b)** Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.

**27.4.6(c)** Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate



of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

**27.4.7** Where leave is granted under clause 27.4.4, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

## **27.5 Paternity leave**

**27.5.1** An employee will provide to the employer at least ten weeks prior to each proposed period of paternity leave, with:

**27.5.1(a)** a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and

**27.5.1(b)** written notification of the dates on which he proposes to start and finish the period of paternity leave; and

**27.5.1(c)** a statutory declaration stating:

**27.5.1(c)(i)** he will take that period of paternity leave to become the primary care-giver of a child;

**27.5.1(c)(ii)** particulars of any period of maternity leave sought or taken by his spouse; and

**27.5.1(c)(iii)** that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

**27.5.2** The employee will not be in breach of clause 27.5.1 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

## **27.6 Adoption leave**

**27.6.1** The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

**27.6.2** Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

**27.6.2(a)** the employee is seeking adoption leave to become the primary care-giver of the child;

**27.6.2(b)** particulars of any period of adoption leave sought or taken by the employee's spouse; and

- 27.6.2(c)** that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- 27.6.3** An employer may require an employee to provide confirmation from the appropriate government authority of the placement.
- 27.6.4** Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
- 27.6.5** An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
- 27.6.6** An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

#### **27.7 Variation of period of parental leave**

Unless agreed otherwise between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change to be notified at least four weeks prior to the commencement of the changed arrangements. Nothing in this clause detracts from the basic entitlement in clause 27.2.1 or the right to request in clause 27.3.1(b).

#### **27.8 Parental leave and other entitlements**

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under clause 27.3

#### **27.9 Transfer to a safe job**

- 27.9.1** Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employer will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
- 27.9.2** If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

#### **27.10 Returning to work after a period of parental leave**

- 27.10.1** An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- 27.10.2** An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to clause 27.9, the employee will be entitled to return to the position they held immediately before such transfer.
- 27.10.3** Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

### **27.11 Replacement employees**

- 27.11.1** As described in section 6.9, a replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
- 27.11.2** Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

### **27.12 Communication during parental leave**

- 27.12.1** Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
- 27.12.1(a)** make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
- 27.12.1(b)** provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- 27.12.2** The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- 27.12.3** The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 27.12.1

## **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. ABORIGINAL and TORRES STRAIT ISLANDER CUSTOM AND TRADITIONAL LAW**

**32.1** An employee who is able to establish to the employer that they have an obligation under Aboriginal or Torres Strait Islander custom and/or traditional law to participate in ceremonial activities, shall be granted special leave.

**32.2** An employee shall be on special leave in accordance with this clause where the employee can establish that although he/she is not entitled to leave in accordance with clause 23, he/she has an obligation in ceremonial activities due to the major Aboriginal or Torres Strait Islander family significance of a bereavement.

**32.3** An employee who is entitled to leave in accordance with clause 23 and has fully utilised such leave, shall be on special leave in accordance with this clause where the employee can establish to the employer that they are under an obligation to participate in ceremonial activities due to the major Aboriginal or Torres Strait Islander family significance of a bereavement.

**32.4** For the purpose of this clause, an employee shall be on special leave for the period he/she can establish to the employer is necessary to fulfil his/her obligation.

**32.5** Special leave granted pursuant to this clause shall be unpaid leave.

**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. Model 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.
- (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 Fair Work Australia for resolution by conciliation and, if the dispute remains unresolved, by arbitration.

### **Conciliation**

- (f) If the dispute is referred to Fair Work Australia for conciliation, Fair Work Australia 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 Fair Work Australia's actions:
  - a. Before the process commences Fair Work Australia 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, Fair Work Australia may, at its discretion, discuss the matter(s) in dispute privately with any of the parties to the dispute or their representatives. Fair Work Australia 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 Fair Work Australia 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 Fair Work Australia's opinion of what would constitute a reasonable resolution of the dispute, or any part thereof.
- e. Any function performed by Fair Work Australia in this regard is advisory only, and is not binding upon the parties.

### **Arbitration**

- (g) If arbitration is necessary Fair Work Australia 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 Fair Work Australia and each party agrees it will not exercise a right of appeal against the decision.
  - b. Before making its decision, Fair Work Australia will give the parties an opportunity to be heard formally on the matter(s) in dispute.
  - c. In making its decision, Fair Work Australia 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. Fair Work Australia 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**

## **COUNSELLING AND DISCIPLINARY PROCEDURES**

- 35.1** Counselling and disciplinary procedures may need to be instituted in the event that an employee's conduct or work performance is found by the employer to be unacceptable. The employer believes in the right of its employees to fair and reasonable treatment if such procedures are entered into, and undertakes to ensure all procedures described in relevant Counselling and Disciplinary procedure, and applicable legislation, are followed.
- 35.2** The employer or nominee shall nominate one or two representatives who shall be responsible for counselling and disciplining employees in each sector or division or location. The representative(s) shall not be employees (or current applicants for employment) unless they are supervisory employees. The employer or nominee shall advise all employees as soon as possible of the name(s) of the nominated representatives.

### **First Meeting**

- 35.3** Where the employer or nominee has serious concerns about the work performance or conduct of an employee, a representative of the employer or nominee shall notify the employee at least one day in advance that he/she wishes to counsel the employee. A counselling session shall be conducted at a mutually agreed time as soon as possible (but no more than two weeks unless in exceptional circumstances) afterwards.
- 35.4** Where the person, association, organisation or other representative of the employee, on behalf of the employee, notifies the employer or nominee's representative that in its view, such counselling session is not appropriate in the circumstances, it may seek a meeting with the representative in lieu of the first meeting. Such meeting shall then be held as soon as possible at a mutually agreed time (but not later than two weeks from the date it is requested unless in exceptional circumstances), and shall consist of an equal number (unless otherwise agreed) of one or two representatives of each party.
- 35.5** At such counselling session or meeting, the employer or nominee's representative(s) shall outline their concerns to the employee, or their nominated representative. Where it is agreed that a serious problem exists, the meeting shall attempt to reach agreement on action to resolve the problem and, where appropriate, a timetable for review of the action taken.
- 35.6** The parties shall separately or jointly 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 parties agree that there is no longer cause for serious concern or that no further action is warranted, this shall be jointly stated on the employee's personnel file as soon as possible afterwards. Unless the same problem arises within six months thereafter, all references to the problem 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) the employer or nominee 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.

### **Written Warning**

- 35.10** Where, in the opinion of the employer or nominee, the second meeting has not resolved the employer or nominee 's concerns about the matter, and circumstances warrant a written warning being issued, the employer or nominee shall after a second meeting, issue a written warning 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 at least four weeks after the warning is issued. The warning shall outline the employer or nominee'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 be sent promptly to the relevant person, association, organisation or other representative.
- 35.11** Where, after the second meeting described above, the same problem persists or arises again within six months of that meeting, the employer or nominee may take action in accordance with Clauses 35.13 and 35.14, or may recombines the process by seeking a first meeting in accordance with this Clause.

### **Disputes Concerning a Written Warning**

- 35.12** Where written warning has been issued to an employee, and the relevant person, association, organisation or other representative, on behalf of the employee notifies the employer or nominee that it has concerns regarding the warning, a meeting shall be held as soon as possible at a mutually agreed time, but no more than two weeks after the issuing of the warning unless in exceptional circumstances, between an equal number of employer or nominee and relevant person, association, organisation or other representative unless otherwise agreed.
- 35.13** Where the relevant person, association, organisation or other representative, on behalf of the employee, notifies the employer or nominee that it has serious concerns about any other aspect of the procedure followed by the employer or nominee in relation to this Clause, the procedure outlined in Clause 34 shall be followed.
- 35.14** Where the procedure outlined in this Clause fails to settle the dispute, the relevant person, association, organisation or other representative or the employer or nominee may seek to have any dispute in relation to this Clause referred to Fair Work Australia.
- 35.15** The dispute shall be referred to the Fair Work Australia with a view to Fair Work Australia conciliating an outcome which is mutually acceptable.

### **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. Prior to 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

**35.16.4** In cases where summary dismissal is justified, termination of employment will be in accordance with relevant legislation and applicable policies.

## **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:

<b>Period of continuous service</b>	<b>Period of notice</b>
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 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 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, 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.

## **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 transmitter or any prior transmitter is deemed to be service with the transferee 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**

*Community Sector Multiple Enterprise Agreement 2009*

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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:

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
* <del>Week's pay is defined in 39.1.5</del> 9 years and less than 10 years	16 weeks' pay
10 years and over	20 weeks' pay

#### **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:

<b>Period of continuous service</b>	<b>Severance pay</b>
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 this clause are not applicable where a business 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**), in any of the following circumstances:

**39.8.1(a)** Where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee; or

**39.8.1(b)** Where the employee rejects an offer of employment with the transmittee:

- in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
- which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.

### **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 Services (ACTCOSS)

ACT Shelter

Advocacy for Inclusion

Anglicare Canberra and Goulburn

Asthma Foundation ACT

Beryl Women Inc

Canberra Men's Centre

Canberra Rape Crisis Centre

Citizens Advice Bureau ACT Inc

Conflict Resolution Service

Council On The Ageing ACT Inc

Gugan Gulwin Youth Aboriginal Corporation

Homelessness Australia

Mental Health Community Coalition ACT

Mental Health Consumer Network Inc

Mental Illness Education ACT

Noah's Ark Resource Centre

Parentline ACT

SHOUT Inc

Tenants Union ACT

Toora Women Inc

Welfare Rights and Legal Centre

Woden Community Services

Women's Legal Centre ACT & Region Inc

Youth Coalition of the ACT

# **SCHEDULE B - CLASSIFICATIONS - USER GUIDE AND GLOSSARY OF TERMS**

## **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 experienced 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 C: CLASSIFICATION STRUCTURE**

### **1. COMMUNITY SERVICES WORKER LEVEL 1**

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

A person employed as a community services worker level 1 shall work under close direction and undertake routine activities which require the practical application of basic skills and techniques.

General features of work in this category consist of performing clearly defined activities with outcomes being readily attainable. Employees' duties at this level will be closely monitored with instruction and assistance being readily available.

Freedom to act is limited by standards and procedures. However, with experience, employees at this level may have sufficient freedom to exercise judgement in the planning of his/her own work within those confines.

Positions at this level will involve employees in extensive on-the-job training including familiarisation with the goals and objectives of the workplace.

Employees will be responsible for the time management of his/her work and required to use basic numeracy, written and verbal communication skills.

Supervision of other staff or volunteers is not a feature at this level, however an experienced employee may have technical oversight of a minor work activity.

At this level, employers are expected to offer substantial internal and/or external training.

#### **Responsibilities**

To contribute to the operation objectives of the work areas, a position at this level may include some of the following inputs or those of a similar value:

- Undertake routine activities of a clerical and/or support nature;
- Undertake straightforward operation of keyboard equipment

including data input and basic word processing at a basic level;

- Provide routine information including general reception and telephonist duties;
- Provide general stenographic duties;
- Apply established practices and procedures;
- Undertake routine office duties involving filing and maintenance of an existing records system.

#### **Requirements of the job**

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

### **Skills, knowledge, experience, qualifications and/or training**

- Developing knowledge of the workplace function and operation;
- Basic knowledge of administrative practices and procedures relevant to the workplace;
- A developing knowledge of work practices and policies of the relevant work area;
- Basic numeracy, written and verbal communications skills relevant to the work area;
- No formal qualifications are required;
- It is desirable the employees at this level are studying for an appropriate certificate or undertaking either internal or external training relevant to the work area.

### **Organisational relationships**

Work under direct supervision.

### **Extent of authority**

- Work outcomes are closely monitored;
- Freedom to act limited by standards and procedures;
- Solutions to problems found in established procedures and instructions with assistance readily available;
- Project completion according to instructions and established procedures;
- No scope for interpretation.

## **2. COMMUNITY SERVICES WORKER LEVEL 2**

### **Characteristics of the level**

A person employed as a community services worker level 2 shall work under regular direction within clearly defined guidelines and undertake a range of activities requiring the application of acquired skills and knowledge.

General features at this level consist of performing functions which are defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practices and procedures. Assistance will be readily available. Employees may be responsible for a minor function and/or may contribute specific knowledge and/or specific skills to the work of the organisation. In addition, employees may be required to assist senior workers with specific projects.

Employees will be expected to have an understanding of work procedures relevant to his/her work area and may provide assistance to lower classified employees or volunteers concerning established procedures to meet the objectives of a minor function.

Employees will be responsible for managing time, planning and organising his/her own work and may be required to oversee and/or guide the work of a limited number of lower classified employees or volunteers. Employees at this level could be required to resolve minor work procedural issues in the relevant work area within established constraints.

## **Responsibilities**

To contribute to the operational objectives of the workplace, a position at this level may include some of the following inputs or those of a similar value:

- Undertake a range of activities requiring the application of established work procedures and may exercise limited initiative and/or judgement within clearly established procedures and/or guidelines;
- Achieve outcomes which are clearly defined;
- Assist senior employees with special projects;
- Perform elementary tasks within a community service programme requiring knowledge of established work practices and procedures relevant to the work area;
- Operate a computer and/or programs and peripheral equipment - initiate corrective action at an elementary level;
- Operate a word processor and/or other business software and be conversant with and utilise the functions of those systems and be proficient in their use;
- Operate a desk top publisher at a routine/basic level;
- Provide secretarial support requiring the exercise of sound judgement, initiative, confidentiality and sensitivity in the performance of work;
- Perform tasks of a sensitive nature including the provision of more than routine information, the receiving and accounting for moneys and assistance to clients;
- Assist with administrative functions.

## **Requirements of the job**

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

## **Skills, knowledge, experience, qualifications and/or training**

- Basic skills in oral and written communication with clients and other members of the public;
- Knowledge of established work practices and procedures relevant to the workplace;
- Knowledge of policies and regulations relating to the workplace;
- Understanding of clear but complex rules;
- Application of techniques relevant to the workplace;
- Developing knowledge of statutory requirements relevant to the workplace;
- Understanding of basic computing concepts;
- No formal qualifications required;
- OR appropriate certificate relevant to the work required to be performed;
- OR will have attained through previous experience in a relevant industry, service or an equivalent level of expertise and experience to undertake the range of activities required;
- OR qualifications accepted as both relevant and equivalent;
- OR appropriate on-the-job training and relevant experience.

## **Organisational relationships**

Work under regular supervision.

Provide guidance to a limited number of lower classified employees or volunteers.

## **Extent of authority**

- Work outcomes are monitored;
- Have freedom to act within defined established guidelines;
- Solutions to problems may require the exercise of limited judgement, with guidance to be found in procedures, precedents and guidelines. Assistance will be available when problems occur.
- Graduates receive instructions.

## **3. COMMUNITY SERVICES WORKER LEVEL 3**

### **Characteristics of this level**

A person employed as a community services worker level 3 shall work under general direction in the application of procedures, methods and guidelines which are well established.

General features of this level involve solving problems of limited difficulty using knowledge, judgement and work organisational skills acquired through qualifications and/or previous work experience. Assistance is available from senior employees. Employees may receive instruction on the broader aspects of the work. In addition, employees may provide assistance to lower classified employees.

Positions at this level allow employees the scope for exercising initiative in the application of established work procedures and may require the employee to establish goals/objectives and outcomes for his/her own particular work programme or project.

At this level, employees may be required to supervise lower classified staff or volunteers in his/her day to day work. Employees with supervisory responsibilities may undertake some complex operational work and may undertake planning and co-ordination of activities within a clearly defined area of the organisation. Employees will be responsible for managing and planning his/her own work.

Employees will be responsible for managing and planning their own work and that of subordinate staff or volunteers and may be required to deal with formal disciplinary issues within the work area.

Those with supervisory responsibilities should have a basic knowledge of the principles of human resource management and be able to assist subordinate staff or volunteers with on-the-job training. He/she may be required to supervise more than one component of the work programme of the organisation.

## **Responsibilities**

To contribute to the operational objectives of the workplace, a position at this level may include some of the following inputs or those of a similar value:

- Undertake responsibility for various activities in a specialised area;
- Exercise responsibility for a function within the organisation;
- Allow the scope for exercising initiative in the application of established work procedures;
- Assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of such an employee within the workplace;
- Receive, allocate and prepare for processing accounts and invoices approved for payment;
- Provide secretarial and/or administrative support requiring a high degree of judgement, initiative, confidentiality and sensitivity in the performance of work;
- Assist with or provide a range of records management services, however the responsibility for the records management service would not rest with the employee;
- Proficient in the operation of the computer to enable modification and/or correction of computer software systems or packages and/or identification of operation problems. This level could include system administrators in small to medium sized organisations whose responsibility includes the security/integrity of the system;
- Apply computing programming knowledge and skills in systems development, maintenance and implementation under direction of a senior employee;
- Provide a service utilising the full functions of a desk top publisher;
- Supervise a limited number of lower classified employees or volunteers;
- Allow the scope for exercising initiative in the application of established work procedures;
- Deliver single stream training programmes;
- Co-ordinate elementary service programmes;
- Provide assistance to senior employees;
- Where prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
  - Undertake some minor phase of a broad or more complex assignment;
  - Perform duties of a specialised nature;
  - Provide a range of information services;
  - Plan and co-ordinate elementary community-based projects or programmes;
  - Perform moderately complex functions including social planning, demographic analysis, survey design and analysis;

## **Requirements of the job**

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

### **Skills, knowledge, experience, qualifications and/or training**

- Thorough knowledge of work activities performed within the organisation;
- Sound knowledge of procedural methods of the organisation;
- May utilise professional or specialised knowledge;
- Working knowledge of guidelines of statutory requirements relevant to the organisation;
- Ability to apply computing concepts;
- The prerequisite for entry to this level would be:
  - Entry level three year degree; the entry level for holders of a relevant three year degree shall be the first incremental level;
  - Entry level four year degree; the entry level for holders of a relevant four year degree shall be the second incremental level;
- OR Associate Diploma with experience;
- OR Advanced Certificate in Community Services with experience or its equivalent;
- OR attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required.

### **Organisational relationships**

- Graduates work under direct supervision;
- Works under general supervision;
- Operate as a member of a team;
- Supervision of other employees.

### **Extent of authority**

- Receive instructions on the broader aspects of the work;
- Freedom to act within defined established practices - that is, freedom to arrange work in manner employee feels most comfortable with provided there is no change to defined established work practices;
- May set outcomes or objectives for specific projects;
- Problems can usually be solved by reference to procedures, documented methods and instructions. Assistance is available when problems occur.

## **4. COMMUNITY SERVICES WORKER LEVEL 4**

### **Characteristics of this level**

A person employed as a community services worker level 4 shall work under general direction in functions that require the application of skills and knowledge appropriate to the work. Generally guidelines and work procedures are established.

General features at this level require the application of knowledge and skills which are gained through qualifications and/or previous experience in a discipline. Employees will be expected to contribute knowledge in establishing procedures in the appropriate work related field. In addition, employees at this level may be required to supervise various functions within a work area or activities of a complex nature.

Positions may involve a range of work functions which could contain a substantial component of supervision. Employees may also be required to provide specialist expertise or advice in his/her relevant discipline.

Work at this level requires a sound knowledge of programme, activity, operational policy or service aspects of the work performed within a function or a number of work areas.

Employees will be expected to set outcomes and further develop work methods where general work procedures are not defined.

Graduates with a four year degree will progress to the first incremental step of this level one year of satisfactory service at level 3 is completed and will progress to the third incremental step following an additional year of satisfactory service.

### **Responsibilities**

To contribute to the operational objectives of the workplace, a position at this level may include some of the following inputs or those of a similar value:

- Undertake activities which may require the employee to exercise judgement and/or contribute critical knowledge and skills where procedures are not clearly defined;
- Perform duties of a specialised nature requiring the development of expertise over time or previous knowledge;
- Identification of specific or desired performance outcomes;
- Contribute to interpretation and administration or areas of work for which there are no clearly established procedures;
- Expected to set outcomes and further develop work methods where general work procedures are not defined and could exercise judgement and contribute critical knowledge and skills where procedures are not clearly defined;
- Although still under general direction, there is a greater scope to contribute to the development of work methods and the setting of outcomes. However, these must be within the clear objections of the organisation and within budgetary constraints;
- Provide administrative support of a complex nature to senior employees;
- Exercise responsibility for various functions within a work area;
- Provide assistance on grant applications including basic research or collection of data;
- Undertake a wide range of activities associated with programme, activity of service delivery;

- Develop, control and administer a records management service for the receipt, custody, control, preservation and retrieval of records and related material;
- Undertake computer operations requiring technical expertise and experience and may exercise initiative and judgement in the application of established procedures and practices;
- Apply computer programming knowledge and skills in systems development, maintenance and implementation;
- Provide a reference and research information service and technical service including the facility to understand and develop technologically based systems;
- Where the prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
  - Liaise with other professionals at a technical/professional level;
  - Discuss techniques, procedures and/or results with clients on straightforward matters;
  - Lead a team within a specialised project;
  - Provide a reference, research and/or technical information service;
  - Carry out a variety of activities in the organisation requiring initiative and judgement in the selection and application of established principles, techniques and methods;
  - Perform a range of planning functions which may require exercising knowledge of statutory and legal requirements;
  - Assist senior employees with the planning and co-ordination of a community programme of a complex nature.

### **Requirements of the job**

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

### **Skills, knowledge, experience, qualifications and/or training**

- Knowledge of statutory requirements relevant to work;
- Knowledge of organisation policies and activities;
- Knowledge of the role of the organisation and its services and/or functions;
- Specialists require an understanding of the underlying principles in the discipline;
- Sound discipline knowledge gained through previous experience, training or education;
- The prerequisites for entry to this level would be:
  - Relevant four year Degree with two years' relevant experience;
  - OR Three year Degree with three years of relevant experience;
  - OR Associate Diploma with relevant experience;
  - OR Lesser formal qualifications with substantial years of relevant experience;
  - OR Attained through previous appointments, service and/or study, an equivalent level of expertise and experience to undertake a range of activities;



- Employees undertaking specialised services shall be promoted to this level once they have had the appropriate experience and undertake work related to the responsibilities under this level;
- Employees working as sole employees shall commence at this level.

### **Organisational relationships**

- Works under general direction;
- Supervises other staff and/or volunteers or works in a specialised field.

### **Extent of authority**

- Required to set outcomes within defined constraints;
- Provides specialist/technical advice;
- Freedom to act governed by clear objectives and/or budget constraints which may involve the contribution of knowledge in establishing procedures within the clear objectives and/or budget constraints where there are no defined established practices;
- Solutions to problems generally found in precedents, guidelines or instructions;
- Assistance usually available.

## **5. COMMUNITY SERVICES WORKER LEVEL 5**

### **Characteristics of the level**

A person employed as a community services worker level 5 shall work under general direction from senior employees. Employees undertake a range of functions requiring the application of a high level of knowledge and skills to achieve results in line with the organisation's goals.

Employees adhere to established work practices. However, they may be required to exercise initiative and judgement where practices and direction are not clearly defined.

General features at this level indicate involvement in establishing organisation programmes and procedures. Positions will include a range of work functions and may involve supervision. Work may span more than one discipline. In addition, employees at this level may be required to assist in the preparation of or prepare the organisation's budget. Employees at this level will be required to provide expert advice to employees classified at a lower level and volunteers.

Positions at this level demand the application of knowledge which is gained through qualifications and/or previous experience. In addition, employees will be required to set priorities and monitor workflows in their area of responsibility which may include establishing work programs in small organisations.

Employees are required to set priorities, plan and organise their own work and that of lower classified staff and/or volunteers and establish the most appropriate operational methods for the organisation. In addition, interpersonal skills are required to gain the co-operation of clients and staff.

Employees responsible for projects and/or functions will be required to establish outcomes to achieve organisational goals. Specialists may be required to provide multi-disciplinary advice.

## **Responsibilities**

To contribute to the operational objectives of the workplace, a position at this level may include some of the following inputs or those of a similar value:

- Responsibility for a range of functions within the organisation requiring a high level of knowledge and skills;
- Undertake responsibility for a moderately complex project, including planning, co-ordination, implementation and administration;
- Undertake a minor phase of a broader or more complex professional assignment;
- Assist with the preparation of or prepare organisation or programme budgets in liaison with management;
- Set priorities and monitor workflow in the areas of responsibility;
- Provide expert advice to employees classified at lower levels and/or volunteers;
- Exercise judgement and initiative where procedures are not clearly defined;
- Understanding of all areas of computer operation to enable the provision of advice and assistance when non-standard procedures/processes are required;
- Monitor and interpret legislation, regulations and other agreements relating to occupational health and safety, workers' compensation and rehabilitation;
- Undertake analysis/design for the development and maintenance of projects and/or undertake programming in specialist areas. May exercise responsibility for a specialised area of computing operation;
- Undertake publicity assignments within the framework of the organisation's publicity and promotions programme. Such assignments would be of limited scope and complexity but would involve the co-ordination of facets of the total programme including media liaison, design and layout of publications/displays and editing;
- Operate as a specialist employee in the relevant discipline where decisions made and taken rest with the employee with no reference to a senior employee;
- Undertake duties that require knowledge of procedures, guidelines and/or statutory requirements relevant to the organisation;
- Plan, co-ordinate, implement and administer the activities and policies including preparation of budgets;
- Develop, plan and supervise the implementation of educational and/or developmental programmes for clients;
- Plan, co-ordinate and administer the operation of a multi-functional service including financial management and reporting;
- Where the prime responsibility lies in professional services, employees at this level would undertake at least some of the following:
  - Under general direction undertake a variety of tasks of a specialised and/or detailed nature;
  - Exercise professional judgement within prescribed areas;

- Carry out planning, studies or research for particular projects including aspects of design, formulation of policy, implementation or procedures and presentation;
- Provide reports on progress of programme activities including recommendations;
- Exercise a high level of interpersonal skills in dealing with the public and other organisations;
- Plan, develop and operate a community service organisation of a moderately complex nature.

### **Requirements of the job**

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

### **Skills, knowledge, experience, qualifications and/or training**

- Knowledge of organisational programmes, policies and activities;
- Sound discipline knowledge gained through experience;
- Knowledge of the role of the organisation, its structure and services;
- The prerequisites for entry to this level would be:
  - Relevant Degree with relevant experience;
  - OR Associate Diploma with substantial experience;
  - OR Qualifications in more than one discipline;
  - OR Less formal qualifications with specialised skills sufficient to perform at this level;
  - OR Attained through previous appointments, service and/or study an equivalent level of experience and expertise to undertake the range of activities required.

### **Organisational relationships**

- Work under general direction;
- Supervise other employees and/or volunteers.

### **Extent of authority**

- Exercise a degree of autonomy;
- Control projects and/or programmes;
- Set outcomes for lower classified staff;
- Establish priorities and monitor workflow in areas of responsibility;
- Solutions to problems can generally be found in documented techniques, precedents and guidelines or instructions. Assistance is available when required.

## **6. COMMUNITY SERVICES WORKER LEVEL 6**

### **Characteristics of the level**

A person employed as a community services worker level 6 shall operate under limited direction from senior employees or management and undertake a range of functions for which operational policies, practices and guidelines need to be developed.

General features at this level allow employees the scope to influence the operational activities of the organisation and would require employees to be involved with establishing operational procedures which impact upon the organisation and/or the sections of the community served by it. Employees at this level will be expected to contribute to management of the organisation or a section thereof, assist or prepare budgets, establish procedures and work practices. Employees will be involved in the formation of programmes and work practices and will be required to provide assistance and/or expert advice to other employees. Employees may be required to negotiate matters on behalf of the organisation.

Positions at this level will require responsibility for decision-making in the particular work area and the provision of expert advice. Employees will be required to provide consultation and assistance relevant to the workplace. Employees will be required to set outcomes for the work areas for which they are responsible so as to achieve the objectives of the organisation. They may be required to undertake the control and co-ordination of a programme, project and/or significant work area. Employees require a good understanding of the long term goals of the organisation.

Employees may exercise managerial responsibility, work independently as specialists or may be a senior member of a single discipline project team or provide specialist support to a range of programmes or activities. Positions at this level may be identified by impact of activities undertaken or achievement of stated outcomes or objectives for the workplace; the level of responsibility for decision-making; the exercise of judgement; delegated authority; and the provision of expert advice.

Managing time is essential so outcomes can be achieved. A high level of interpersonal skills is required to resolve organisational issues, negotiate contracts, develop and motivate staff. Employees will be required to understand and implement effective staff management and personnel practices.

### **Responsibilities**

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:

- Undertake significant projects and/or functions involving the use of analytical skills;
- Undertake managerial or specialised functions under a wider range of conditions to achieve results in line with organisation goals;
- Exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single or multi-specialist operation;

- Provide advice on matters of complexity within the work area and/or specialised area;
- Undertake a range of duties within the work area, including develop work practices and procedures, problem definition, planning and the exercise of judgement;
- Provide advice on policy matters and contribute to their development;
- Negotiate on matters of significance within the organisation with other bodies and/or members of the public;
- Control and co-ordinate a work area or a larger organisation within budgetary constraints;
- Exercise autonomy in establishing the operation of the work area;
- Provide a consultancy service for a range of activities and/or to a wide range of clients;
- Where the prime responsibility lies in a specialised field an employee at this level would undertake at least some of the following:
  - Provide support to a range of activities or programmes;
  - Control and co-ordinate projects;
  - Contribute to the development of new procedures and methodology;
  - Provide expert advice/assistance relevant to the work area;
  - Supervise/manage the operation of a work area and monitor work outcomes;
  - Supervise on occasions other specialised staff;
  - Supervise/manage the operation of a discrete element which is part of a larger organisation;
  - Provide consultancy services for a range of activities.

### **Requirements of the job**

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

### **Skills, knowledge, experience, qualifications and/or training**

- Comprehensive knowledge of organisation policies and procedures;
- Specialist skills and/or supervision/management abilities exercised within a multi-disciplinary or major single function operation;
- Specialist knowledge gained through experience, training or education;
- Appreciation of the long term goals of the organisation;
- Detailed knowledge of programme activities and work practices relevant to the work area;
- Knowledge of organisation structures and functions;
- Comprehensive knowledge of requirements relevant to the discipline;
- The prerequisites for entry to this level would be:
  - Degree with substantial experience;
  - OR Post Graduate qualification;
  - OR Associate Diploma with substantial experience;
  - OR Attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties required at this level;

- Works under limited direction from senior employees of the Committee of Management or Board;
- Supervision of staff.

### **Extent of authority**

- Exercise a degree of autonomy;
- May manage a work area or medium to large organisation or multi-worksite organisation;
- Has significant delegated authority; selection of methods and techniques based on sound judgement;
- Manage significant projects and/or functions;
- Solutions to problems can generally be found in documented techniques, precedents, or instructions; advice available on complex or unusual matters.

## **7. COMMUNITY SERVICES WORKER LEVEL 7**

### **Characteristics of the level**

A person employed as a community services worker level 7 shall operate under limited direction and exercise managerial responsibility for various functions within a section and/or organisation or operate as a specialist, a member of a specialised professional team or independently.

General features at this level require employees' involvement in establishing operational procedures which impact on activities undertaken and outcomes achieved by the organisation and/or activities undertaken by sections of the community served by the organisation.

Employees are involved in the formation/establishment of programs, the procedures and work practices within the organisation and will be required to provide assistance to other employees and/or sections.

Positions at this level will demand responsibility for decision-making and the provision of expert advice to other areas of the organisation. Employees would be expected to undertake the control and co-ordination of the organisation and major work initiatives. Employees require a good understanding of the long term goals of the organisation.

In addition positions at this level may be identified by the level of responsibility for decision-making, the exercise of judgement and delegated authority and the provision of expert advice.

The management of staff is normally a feature at this level. Employees are required to set outcomes in relation to the organisation and may be required to negotiate matters on behalf of the organisation.

Graduates employed with and required to perform duties relevant to their tertiary qualification shall progress to this level once they have completed three years' satisfactory service at level 6 and undertake work related to the responsibilities under this level.

## **Responsibilities**

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:

- Undertake managerial or specialised functions under a wide range of conditions to achieve results in line with divisional/corporate goals;
- Exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single discipline or multi-discipline operation;
- Develop work practices and procedures for various projects;
- Establish work area outcomes;
- Prepare budget submissions for senior officers and/or the organisation;
- Develop and implement significant operational procedures;
- Review operations to determine their effectiveness;
- Develop appropriate methodology and apply proven techniques in providing specialised services;
- Where prime responsibility lies in a **professional** field an officer at this level:
  - Controls and co-ordinates projects/programs within an organisation in accordance with corporate goals;
  - Provides a consultancy service to a wider range of clients;
  - Functions may involve complex professional problem solving;
  - Provides advice on policy method and contribute to its development.

## **Organisational relationships**

- Works under limited supervision;
- Normally supervises other employees and establish and monitor work outcomes.

## **Extent of authority**

- May manage section or organisation;
- Has significant delegated authority;
- Selection of methods and techniques based on sound judgement. (Guidance not always readily available within the organisation.) Decisions and actions taken at the level may have significant effect on programme/project/work areas being managed.

## **Requirements of the job**

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

## **Skills, knowledge, experience, qualifications and/or training**

- Comprehensive knowledge of policies and procedures;
  - Application of a high level of discipline knowledge;
  - Qualifications are generally beyond those required through tertiary education alone, typically acquired through completion of higher education qualifications to degree level and extensive relevant experience;
- OR Lesser formal qualifications with acquisition of considerable skills and extensive relevant experience to an equivalent standard;
  - OR A combination of experience, expertise and competence sufficient to perform the duties required at this level.

## **8. COMMUNITY SERVICES WORKER LEVEL 8**

### **Characteristics of the level**

A person employed as a community services worker level 8 is subject to broad direction from senior officers and shall exercise managerial responsibility for the organisation's relevant activity. In addition, employees may operate as a senior specialist providing multi-functional advice to either various departments or directly to the organisation.

A person employed as a community services worker level 8 shall be subject to broad direction from management/the employer and exercise managerial responsibility for an organisation. In addition, employees may operate as a senior specialist providing multi-functional advice to other professional employees, the employer, Committee or Board of Management.

General features of this level require the employee's involvement in the initiation and formulation of extensive projects or programmes which impact on the organisation's goals and objectives. Employees are involved in the identification of current and future options and the development of strategies to achieve desired outcomes.

Additional features include providing financial, specialised, technical, professional and/or administrative advice on policy matters within the organisation and/or about external organisations such as government policy.

In addition, employees will be required to develop and implement techniques, work practices and procedures in all facets of the work area.

Employees at this level require a high level of proficiency in the application of theoretical approaches in the search of optimal solutions to new problems and opportunities which may be outside of the original field of specialisation.

Positions at this level will demand responsibility for decision-making within the constraints of organisational policy and require the employees to provide advice and support to all facets of the organisation. Employees will have significant impact upon policies and programmes and will be required to provide initiative, and have the ability to formulate, implement, monitor and evaluate projects and programmes.



Positions at this level may be identified by the significant independence of action within the constraints of organisational policy.

### **Responsibility**

A position at this level may include some of or similar responsibilities to:

- Undertake work of significant scope and complexity. A major portion of the work requires initiative;
- Undertake duties of innovative, novel and/or critical nature with little or no professional direction;
- Undertake functions across a range of administrative, specialist or operational area which include specific programmes or activities, management of services delivery and the provision of high level advice;
- Provide authoritative specialist advice on policy matters and contribute to the development and review of policies, both internal and external;
- Manage extensive programmes or projects in accordance with organisational goals. This may require the development, implementation and evaluation of those goals;
- Administer complex policy and programme matters;
- May offer consultancy service;
- Evaluate and develop/revise methodology techniques with the organisation. The application of high level analytical skills in the attainment and satisfying of organisational objectives;
- Where the prime responsibility is in a specialised field, employees at this level would undertake at least some of the following:
  - Contribute to the development of operational policy;
  - Assess and review the standards of work of other specialised personnel/external consultants;
  - Initiate and formulate organisational programmes;
  - Implement organisational objectives within corporate goals;
  - Develop and recommend ongoing plans and programmes.

### **Requirements of the job**

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

### **Skills, knowledge, experience, qualifications and/or training**

- Detailed knowledge of policy, programmes, guidelines, procedures and practices of the organisation and external bodies;
- Detailed knowledge of statutory requirements;
- The prerequisites for entry to this level would be:
  - Qualifications are generally beyond those normally acquired through a Degree course and experience in the field of specialist expertise;
  - OR Substantial post graduate experience;
  - OR Lesser formal qualifications and the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard;
  - OR Attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties of the position.

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

- D1 Anglicare Canberra Goulburn
- D2 Asthma Foundation ACT
- D3 Beryl women Inc.
- D4 Canberra Men's Centre
- D5 Conflict resolution Service
- D6 Council On The Ageing
- D7 Gagan Goldwin Youth Aboriginal Corporation
- D8 Homelessness Australia
- D9 Mental Health Community Coalition
- D10 Mental Health Consumer Network
- D11 Mental Illness education ACT
- D12 Parentline ACT
- D13 Self Help Organisation United Together (SHOUT)
- D14 Tenants Union ACT
- D15 Toora Women Inc.
- D16 Woden Community Services
- D17 Youth Coalition of the ACT

## **D1 Anglicare Canberra Goulburn**

The following additional terms are only binding on Anglicare Canberra Goulburn and the employees of Anglicare Canberra Goulburn.

1. This collective agreement applies to all employees of Anglicare Canberra & Goulburn except those engaged to work primarily in:
  - a. nursing homes
  - b. hostels
  - c. childcare in the ACT
  
2. The following conditions of employment will continue to be determined under the relevant award of the Industrial Relations Commission of NSW:
  - a. Classifications, base salaries\*, shift penalties, on-call, sleep-over, public holidays, first aid and shift length for employees engaged in social and community services in NSW
  - b. Classifications, base salaries\*, shift penalties, public holidays, first aid and travel time for employees engaged in community aged care in NSW
  - c. Classifications, base salaries\*, shift penalties, public holidays and first aid for employees engaged in retail in NSW
  - d. Classifications, base salaries\*, shift penalties, public holidays, first aid and additional annual leave for employees engaged in kindergartens in NSW
  - e. Classifications, base salaries\*, shift penalties, public holidays and first aid for employees engaged in childcare and clerical/administration in NSW

\*s.206 of the *Fair Work Act 2009* also requires base salaries to be at least the rate provided under any relevant modern award

3. The following conditions of employment will continue to be determined under the relevant award of Fair Work Australia:
  - a. Classifications, base salaries, shift penalties, public holidays and first aid for employees engaged in clerical/administration
  - b. Classifications, base salaries, shift penalties, public holidays, first aid and travel time for employees engaged in community aged care in the ACT
  - c. Classifications, base salaries, public holidays and first aid for employees engaged in family day care in the ACT and NSW
  
4. Award free employees (within the meaning of the *Fair Work Act 2009*):
  - a. Shall be allocated to a classification appropriate for their job within Schedule C (see expanded definition of Community Services Worker Level 8 below)
  - b. Are not entitled to overtime, allowances, shift penalties or holiday rates in accordance with this collective agreement
  - c. May enter into common law contracts that are inconsistent with the following terms of this collective agreement:
    - i. Clauses 6, 7, 8, 9, 10 and 11
    - ii. Clauses 23, 24, 25 and 26
    - iii. Clauses 35 and 36
    - iv. Clause 39

5. A shift length of up to twelve ordinary hours may be worked by agreement with an individual employee or established for a work area with the agreement of a majority of the employees in that work area.
6. The sleep-over provisions of the *Anglicare Canberra & Goulburn – Australian Services Union – ACT Youth and Family Services Agreement 2008* shall continue to apply to employment in ACT youth refuges. The maximum shift including sleep-over hours is 18.5 hours.
7. Clause 35 does not apply where serious allegations of misconduct/underperformance in relation to elder abuse, child protection, criminal acts or contractual compliance are progressed in accordance with the principles of natural justice and Anglicare's investigations policy, except that:
  - a. Fair Work Australia may review a warning in accordance with clause 35.14
  - b. An employee may be suspended in accordance with clause 35.16.2
8. Annual leave, personal leave and long service leave are to accrue fortnightly.
9. Paid maternity, paternity and adoption leave is available under Anglicare's parental leave policy.
10. Annual leave may be taken or cashed out in accordance with s.94 of the *Fair Work Act 2009*. Anglicare does not encourage employees to cash out annual leave.
11. Long service leave may be cashed out by agreement in writing between Anglicare and an employee. Anglicare does not encourage employees to cash out long service leave.
12. The definition of Community Services Worker Level 8 includes all employees engaged on a salary above the minimum salary in Clause 9 for a Community Services Worker Level 8.
13. Motor vehicle allowance is paid at the rates determined by the Australian Taxation Office or at the standard rate of \$0.65 per kilometre for community aged care.

## **D2 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 Table 1, Rates of Pay of this Award;
  - (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 38.2 - Annual Leave, will be based on the value of the employee's total salary as outlined in Table 1, Rates of Pay of this Award;
  - (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.

## **D3 Beryl Women Inc**

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

### **1. 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.

### **2. Parental/Maternity Leave**

After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child, of which six weeks maternity leave shall be paid, and two weeks of co-parent leave shall be paid. For an employee who is the mother, maternity leave may be taken and for partners/spouses, co-parent leave may be taken. Adoption leave may be taken in the case of adoption.

### **3. Public Holidays**

In addition to the public holidays mentioned in the MBA, Beryl undertakes to provide their permanent full-time and part-time employees with additional public holidays on International Women's Day and Naidoc day. To be eligible to take the days off as a public holiday, the part-time employees must be contracted or rostered to be working on the requisite days.

### **4. 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.

### **5. Broadbanding**

#### **1.1. Broadbanding – Community Support Worker Grade 4 - 5**

1.1.1. Beryl Inc recognises the importance of career paths for community support workers, and that the award classification structure reproduced in the Community Sector Multiple Business Agreement (Australian Capital Territory), may not adequately reward experienced community support workers. This Memorandum of Understanding recognises that an experienced Community support worker level 4 may possess the skills required for employment at Level 5, even though there is not a

position available which requires the responsibility or independence prescribed by the classification definition, and provides a mechanism for an improved career path.

- 1.1.2. Incremental progression will be in accordance with clause 10 of Community Sector Multiple Business Agreement (Australian Capital Territory)
- 1.1.3. At the annual review for a Community support worker level 4 Year 4, the employee and supervisor will develop a plan for professional development for the purpose of facilitating broadbanding to the first increment of community support worker Level 5 at the end of the following 12 months service. Professional development activities to be considered should take into account the requirements for a community support worker class 5 to possess the skills necessary to be able to work autonomously under general direction of more senior employees and be responsible for a range of functions within the organisation requiring a high level of knowledge and skills
- 1.1.4. Transitional Provision. An employee, who at the time this Agreement is made is already employed as a community support worker Level 4 Year 4, will be provided with the opportunity for a professional development review within 3 months for the purpose of enabling consideration for broadbanding no later than at their next anniversary of reaching the Year 4 increment.
- 1.1.5. A community support worker who has completed 12 months service at Community Support Worker Class 4 Year 4 is eligible to progress to the first increment of Community Support Worker Class 5 subject to the following requirements:
  - 1.1.5.1. The requirements for incremental progression set out in clause 10.1 of the MBA are met, and
  - 1.1.5.2. In accordance with the professional development plan developed at the previous annual review (clause 10.2 of the MBA), the employee is able to demonstrate that they possess the skills required to be able to work autonomously under general direction of more senior employees and be responsible for a range of functions within the organisation requiring a high level of knowledge and skills
- 1.1.6. Progression to further increments at Community Support Worker Grade 5 will be subject to meeting the requirements for incremental advancement set out in the MBA.

## **6. Additional increments after reaching the top increment of Level 8**

Employees may access additional increments after reaching the top increment of Level 8 in the MBA, in accordance with the incremental progression clause of the MBA.

These rates are as follows:

8.4	\$60 857.44
8.5	\$62 064.21
8.6	\$63 270.98
8.7	\$64 477.75



## D4 Canberra Men's Centre

The following additional terms are only binding on Canberra Men's Centre and the employees of Canberra Men's Centre.

### Rates of Pay

The following rates of pay apply

<b>Level 3</b>		weekly	Hourly		<b>Level 7</b>			
1	40,744.50	783.55	20.6197		1	56,742.43	1,091.20	28.7158
2	41,993.50	807.57	21.2518		2	57,991.44	1,115.22	29.3479
3	43,242.51	831.59	21.8839					
4	44,491.50	855.61	22.5159					
<b>Level 4</b>					<b>Level 8</b>			
1	45,740.51	879.63	23.1480		1	59,240.44	1,139.24	29.9800
2	46,870.16	901.35	23.7197		2	60,489.44	1,163.26	30.6121
3	48,119.17	925.37	24.3518		3	61,738.44	1,187.28	31.2441
<b>Level 5</b>					<b>Level 9</b>			
1	49,248.43	947.09	24.9233		1	60,857.43	1,170.34	30.7983
2	50,497.43	971.10	25.5554		2	62,064.20	1,193.54	31.4090
3	51,746.42	995.12	26.1875		3	63,270.96	1,216.75	32.0197
<b>Level 6</b>			Hourly					
1	52,995.44	1,019.14	26.8196					
2	54,244.43	1,043.16	27.4516					
3	55,493.44	1,067.18	28.0837					

## **D5 Conflict Resolution Service**

The following additional terms are only binding on Conflict Resolution Service and the employees of Conflict Resolution Service.

### **1. Dispute Assessment Officers (DAO) working Relief DAO hours**

Those staff members employed as Permanent Part-time employees may work as a Relief Dispute Assessment Officer. The hours engaged as a Relief Dispute Assessment Officer will be paid at the casual rate and will be considered to be paid final and in full, in lieu of all leave provisions such as Sick Leave, Annual Leave, and Long Service Leave.

### **2. Permanent Staff working as Casual Mediators**

Where a permanent full-time or part-time employee is also employed as CRS mediator, the actual hours engaged as a mediator will be paid at the casual rate and shall be considered to be paid final and in full and is in lieu of all leave provisions such as Sick Leave, Annual Leave, Long Service.

Permanent full-time and part-time employees will have included in their contracts of employment, their substantive role and their mediator role.

The following substantive permanent roles are affected

- Executive Officer
- Dispute Assessment Officer
- Practice and Compliance Officer
- Training Officer
- Healthy Neighbourhood Project Officer
- Mediation Co-ordinator

### **3: Equivalent CRS Worker Roles**

Community Services Worker Level	Conflict Resolution Service Equivalent
Level 1	- Role Players
Level 2	- Administrative Officer
Level 3	- IT Support Officer
Level 4	- Mediator - Relief Dispute Assessment Officer - Coach - Mentor
Level 5	- Dispute Assessment Officer - Healthy Neighbourhood Project Officer - Community Development & Education Officer

	<ul style="list-style-type: none"> <li>- Training Officer</li> <li>- Assessors</li> </ul>
Level 6	<ul style="list-style-type: none"> <li>- Practice and Compliance Officer</li> </ul>
Level 7	<ul style="list-style-type: none"> <li>- Mediation Co-ordinator</li> </ul>
Level 8	<ul style="list-style-type: none"> <li>- Executive Officer</li> </ul>

#### **4. Remuneration**

##### 4.1 Mediators:

- In addition to hours worked, Mediators will receive two hours additional pay per occasion where mediation has occurred, which accounts for preparation, debriefing, travel to local mediation sites and supervision/professional development time.
- Mediators providing mentoring for new mediators will be paid an additional 30 minutes per mediation conducted.
- Rates will be paid for a maximum 8 hours worked at any time Monday to Saturday.

##### 4.2 Training and Professional Development duties:

- Any permanent or casual employees, which as part of their job description are required to deliver training and professional development services shall be paid their ordinary hours within the following hours worked

Monday – Friday: 7am until 9.30pm  
Saturday: 8am to 6pm

- Hours worked within a 28 day work cycle shall not exceed their ordinary hours

## **D6 Council On The Ageing ACT**

The following additional terms are only binding on Council On The Ageing ACT and the employees of Council On The Ageing ACT.

### **1. Directed Office Closure**

The Board of the Council on the Ageing (ACT) may, at its discretion, direct that the COTA 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 utilise leave provisions or financial entitlements.

## **D7 Gugan Gulwin Youth Aboriginal Corporation**

The following additional terms are only binding on Gugan Gulwin Youth Aboriginal Corporation and the employees of Gugan Gulwin Youth Aboriginal Corporation.

### **1.1 Study Leave**

Employees may be entitled to take study leave without loss of pay in order to undertake a course of study (or part of a course) relevant to their current position/role, other organisational needs or career advancement, as approved by their manager.

Employees are entitled to take leave for up to one (1) half day per week if contact study hours fall on an employee's work day. In addition, one day of study leave per exam, plus leave on the day of the exam, if it falls on an employee's work day, may be taken.

Additional time without loss of pay may be granted at the discretion of Gugan Gulwan Youth Aboriginal Corporation. Part time employees are entitled to study leave on a pro rata basis.

### **1.2 NAIDOC Day**

Gugan Gulwan approves the leave of Friday which falls within NAIDOC day to all employees. This leave will be separate from personal and annual leave entitlements.

### **1.3 Wages**

Gugan Gulwan Youth Aboriginal Corporation – All staff are on the same level of pay other than that of the Executive Director and Co-ordinator of the Drug and Alcohol Program.

Staff will be paid as follows:

<b>STAFF MEMBER</b>	<b>PAY RATE PER ANNUM</b>
Executive Director	\$85,000.00
Drug & Alcohol Co-ordinator	\$59,040.11
All other staff	\$52,816.22

## **D8 Homelessness Australia**

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

1. Homelessness Australia will conduct a reclassification process of all positions at Homelessness Australia under the following principles
  - No current employee will be disadvantaged as a result of the reclassification
  - The classification of the positions will be aligned with the Schedule B and C of the MEA regarding classifications

## **D9 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 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 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 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, must repay in full any outstanding amount of the loan on termination.

### **Selection Process**

Loan allocations will be determined by the Board on a case by case basis.

In making their recommendations the Board may take into consideration the following:

- Length of Course – consideration will be given to the length of a course, the availability of other alternative courses either locally or through distance education;
- Cost of course – consideration will be given to the cost of the course and the cost of other similar courses;
- Relevance to work – the course must relate to the employee's current work at the MHCC or be seen by the Executive Officer as having benefit to the MHCC;
- Impact on work - Consideration will be given to any possible disruption to the workplace;
- Type of course - Courses must be accredited or eligible to be under the National Standards Framework.

### **Purpose of Loan**

The loan may be provided for any of the following purposes:

- HECS payment;
- Study books;
- Course fees;
- Travel and accommodation for distance education courses;
- Other relevant costs;
- In lieu of salary for placement periods while on leave without pay.

### **Repayment Arrangements**

A contract will be drawn up between the staff member and the MHCC, covering arrangements for repaying the interest free loan. The contract shall cover such matters as when repayments should start and finish, the agreed amount for each repayment, how often repayments should be made, and how the funds should be repaid if the staff member leaves the MHCC's employment prior to the repayment of the full loan.

Repayments will be paid at a minimum fortnightly amount of 5% of gross salary or an amount agreed between the Executive Officer and employee that allows the loan to be paid back to the MHCC within a three year period from the start date of the loan.

### **Proof of Enrolment**

Documentation relating to proof of course enrolment shall be presented before any loan funds are advanced.

## **2. Leave Approval**

Leave is approved on a case-by-case basis, however all employees are entitled to the same leave provisions under these procedures. The approval of leave is to be a transparent process to meet the needs of the individual and organisation. When approving leave supervisors need to take the following into consideration:

- a. Individuals and team workloads;
- b. The timing of the leave in relation to other staff members;
- c. If the position will need back filling;
- d. Will there be an additional cost, and can that cost be met?
- e. How will the workload be divided if the position is not back filled?

## **3. Parental Leave**

All employees with 12 months continuous service are entitled to up to 12 months less entitlement taken by partner, unpaid Parental Leave in accordance with Industrial Relations Common Rule.

After two years of service, MHCC employees will be entitled to a maximum of 18 months unpaid parental leave less any entitlement taken by their partner.

*The MHCC will provide paid parental leave as follows:*

- Two weeks paid parental leave, which can be taken at half pay, on completion of one year of permanent service with the MHCC, and;
- After completion of two years of permanent service with the MHCC four weeks paid leave paid as a split payment as follows:
  - Two weeks parental leave, which can be taken at half pay, paid at commencement of parental leave, and;
  - The equivalent of two weeks pay, equivalent to the salary paid at the time parental leave commenced, to be paid three months after the staff member returns to work following leave. This second payment is to be taken as a lump sum.
  - Eligibility for the second payment will be forfeited if the staff member resigns prior to completion of three months employment following their return to work after leave.



- The MHCC will not pay for training offered to any employees on parental leave, but may pay for childcare for employees on such leave to attend training.
- A pregnant or adopting employee shall, not less than ten weeks prior to the presumed date of confinement, or adoption, give notice in writing to the MHCC stating the presumed date of confinement or adoption and applying for the required period of parental leave.
- Parental leave shall be an unbroken period and shall include a period of four (4) weeks compulsory leave to be taken by the pregnant employee immediately prior to the presumed date of confinement, unless doctors certificate shows employee is fit for duty, and six weeks compulsory leave to be taken immediately following confinement.
- Any period of paid parental leave is not additional to unpaid entitlement.

#### **4. Leave without Pay**

In exceptional circumstances employees may apply for leave without pay through the Executive Officer, however, the Board has final approval. Employees must use annual leave accruals and time in lieu before leave without pay is granted. Employees on Leave without Pay do not accrue any leave entitlements or receive employer-sponsored superannuation while on such leave, nor is the period included in calculation of Long Service Leave entitlements.

#### **5. Long Service Leave**

All permanent full-time employees are entitled to 13 weeks paid long service leave after 7 years continuous employment.

Permanent part time employees will be paid on a pro rata basis after 7 years continuous employment.

All permanent employees who resign after seven years of service will be paid out that portion of their accrued long service leave entitlements.

Staff who have been employed for 7 years must take their 13 weeks or equivalent accrued long service leave within two years of long service leave falling due. (i.e. 7 year anniversary).

Subject to the discretion of the Executive Officer staff may:

- Split their long service leave entitlement into two periods of time, providing that a minimum of 4 weeks is taken in each period;
- Take long service leave at half pay, effectively doubling the amount of leave. This cannot be split into two periods of time.

All applications for long service leave must be submitted in writing to the Executive Officer for approval at least one month prior to the proposed leave start date.

All other conditions will be in accordance with the ACT Long Service Leave Act.

#### **6. 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.

## **7. Cultural Leave**

Every reasonable effort will be made to accommodate the special religious and cultural observances not covered by standard MHCC leave provisions. Requests must be received in writing for approval by the Executive Officer.

## **8. Christmas Shutdown**

The MHCC 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.

## **9. Public Holiday leave**

All MHCC 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. To be taken as time in lieu.

## **D10 Mental Health Consumer Network**

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

In accordance with prior contracted agreements, the wage increase for employees will be 3.5% from 1 July 2009. This is instead of the prescribed 3.15% wage increase as prescribed by section 9 of this agreement. In the interests of fairness and equity, this schedule further extends to include new employees.

## **D11 Mental Illness Education ACT**

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

### **1. Leave Arrangements**

1.1 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.

1.2 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.

1.3 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.

## **D12 Parentline ACT**

The following additional terms are only binding on Parentline ACT and the employees of Parentline ACT

### **1. SALARY PACKAGING**

Salary packaging is available for all permanent staff on a voluntary basis, in accordance with ParentLine policy and procedures. Staff should seek independent advice before entering into a salary packaging arrangement.

Salary packaging will only be provided at no additional cost to the organisation, and any Fringe Benefit Tax that may be incurred will be passed on to the staff member concerned.

Staff may choose no more than two items to package, including voluntary superannuation contributions. Salary packaging arrangements must be entered into before the work is performed.

### **2. CLINICAL SUPERVISION**

Employees will be required to attend supervision with a supervisor appointed by the Management Committee at regular intervals determined by the Management Committee. Costs of supervision will be paid by the agency.

Annual supervision reports may be required to be presented to the Management Committee.

### **3. STUDY LEAVE**

ParentLine will support staff in their study choices by providing flexible work arrangements, including leave of absence to undertake the approved course of study, related study activities and required assessments. Financial assistance may be provided at the discretion of the Management Committee in accordance with ParentLine policy and procedures.

Paid study leave up to a limit of two weeks for full time staff may be granted to an employee in any one financial year. Part time staff are entitled to the same amount of leave on a pro rata basis. During a course of study leave entitlements may be accrued but will lapse upon completion of the course.

The granting of study leave is at the discretion of the Management Committee, taking into consideration the staffing needs of the organisation at the time.

### **4. SPECIAL LEAVE**

Special leave on full pay may be granted for up to one working week in any one year at the discretion of the Management Committee. This leave does not accrue.

### **5. STRESS LEAVE**

Employees can be directed by the Management Committee to take up to one week a year compulsory stress leave. This leave does not accrue.

### **6. CHRISTMAS/NEW YEAR PERIOD**

ParentLine 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 any days in this period not deemed to be public holidays.

## **D13 Self Help Organisation United Together (SHOUT)**

The following additional terms are only binding on Self Help Organisation United Together (SHOUT) and the employees of Self Help Organisation United Together (SHOUT)

### **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 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.

## **D14 Tenants Union ACT**

The following additional terms are only binding on Tenants Union ACT and the employees of Tenants Union ACT

### **1. HOURS OF WORK**

- a) The hours of work of full-time employees are 37<sup>1</sup>/<sub>2</sub> 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 her confinement 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 entitle 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 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 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 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 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 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) Employees are entitled to 13 weeks after 10 years service, and able to access on a pro rata basis at 5 years. This accumulates at a rate of 1.3 weeks per year. An employee shall be entitled to pro rata long service leave after five years service, such leave to be taken by mutual agreement between the employee and the employer.



- b) Entitlements to long service leave are otherwise as determined by the Long Service Leave Act 1976.
- c) On resignation after completing five 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.
- d) 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.

*The above clauses are from the TU conditions of employment. Our wage levels are above award and increase each year in line with whatever CPI increase the ACT Govt passes on the community organisations. The levels for this year are:*

7. WAGES

Class, Level	ACT Govt 09 - 10 3.15% CPI	
	Annual	Per hour
<b>Level 1</b>		
Paypoint 1	33,796.53	17.33
Paypoint 2	35,052.16	17.98
Paypoint 3	36,428.18	18.68
<b>Level 2</b>		
Paypoint 1	36,428.18	18.68
Paypoint 2	37,683.81	19.33
Paypoint 3	38,939.45	19.97
Paypoint 4	40,074.69	20.55
Paypoint 5	41,330.32	21.20
<b>Level 3</b>		
Paypoint 1	42,585.95	21.84
Paypoint 2	43,525.56	22.32
Paypoint 3	44,781.19	22.96
Paypoint 4	46,036.81	23.61
<b>Level 4</b>		
Paypoint 1	46,036.81	23.61
Paypoint 2	47,292.45	24.25

Class, Level	ACT Govt 09 - 10 3.15% CPI	
	Annual	Per hour
Paypoint 3	48,428.10	24.83
Paypoint 4	49,683.73	25.48
<b>Level 5</b>		
Paypoint 1	49,683.73	25.48
Paypoint 2	51,132.59	26.22
Paypoint 3	52,437.32	26.89
Paypoint 4	55,046.78	28.23
<b>Level 6</b>		
Paypoint 1	55,046.78	28.23
Paypoint 2	55,544.00	28.48
Paypoint 3	58,961.00	30.24
Paypoint 4	60,265.73	30.91
<b>Level 7</b>		
Paypoint 1	62,897.12	32.25
Paypoint 2	64,181.09	32.91
Paypoint 3	65,485.84	33.58
<b>Level 8</b>		
Paypoint 1	66,790.56	34.25
Paypoint 2	68,095.30	34.92
Paypoint 3	70,704.78	36.26
Paypoint 4	72,009.52	36.93

## **D15 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**

Employees will be paid within the following ranges

Support and casual workers	4.1 – 5.4
Key Support workers	5.1 – 6.4
Coordinators	7.1 – 8.3

## **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)
- (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 agreed 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 to 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 favorable 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. Performance Appraisal**

A review of an employee's performance of duties will be held at least annually, in accordance with Toora's Performance Appraisal Policy and Procedure.

## **13. Counselling procedure for underperformance**

(a). – Where an issue regarding an employee's work performance arises, the issue will be initially be raised with that employee by a co-worker, Team Leader/Service Coordinator, or via that employees regular team meeting.

(b) – Where the employee's team member/s continue to have concerns about the work performance or conduct of the employee, the following procedures will be adopted:

- (i) The concerns will be communicated to the Executive Director who will decide whether to proceed with the matter. If the matter is to be proceeded with, the Executive Director will notify the employee at least one working day in advance that they wish to counsel the employee. Such notification may be oral or in writing, but in either case shall specify the concerns of the Organisation.
- (ii) A counseling session shall take place between employee and Executive Director at a mutually agreed time and appropriate place, as soon as possible after this notification is given but no more than 10 working days unless in exceptional circumstances.
- (iii) The employee may negotiate with the Executive Director to bring an appropriate support person to the counselling session. This person may be a union representative,

colleague or family/household member, or any other person mutually agreed between the Executive Director and the employee.

(iv) At this session the Executive Director will provide the employee with a written statement of the concerns of the organisation, where one has not already been provided. In this case the employee may ask for an adjournment of the session for one working day, if they require time to consider the written document.

(v) If discussion between the employee and the Executive Director cannot resolve the issue but the Executive Director believes that the issue does not warrant summary dismissal, the organization may request a Special Evaluation take place (as set out in the Organisation's Performance Appraisal Policy and Procedure)

(vi) Following a Special Evaluation, the employee may be given one month's notice to improve their work performance. In such cases, workers will be provided with a clear statement of reasons and given appropriate assistance to address the issues.

(vii) When the employee is given one month to improve performance, a second evaluation will be carried out at the end of the period. On the completion of the second evaluation, the results may be:

1. Resolution of the matter – the employee continues employment by the Organisation

2. No resolution of the matter– the employee may be given one month's notice of termination of employment.

3. Partial resolution of the matter – employee may offer to take leave without pay in order to address the issue of concern as an alternative to being given one month's of termination of employment. The Executive Director may also request that the employee consider taking leave without pay in order to address the concerns raised, instead of being given one month's notice of termination of employment.

(c).- The Executive Director may at any time nominate members of the Organisation to act on her behalf in the above process. This person must be mutually agreed between the Executive Director and employee under counselling.

#### **14. Grievance and Dispute Procedure**

This provision applies to disputes or grievances that are not more appropriately dealt with under the Counselling Procedure for Underperformance (see clause 13 of this agreement)

##### **(a). Disputes between an employee and another employee**

(i) In the first instance the employee should attempt to resolve a grievance or dispute directly with the employee.

(ii) Where this is unsuccessful, then the employee should attempt to resolve the grievance or dispute with the Executive Director.

(iii) Where this attempt is unsuccessful or where the grievance or dispute is of such a nature that a direct discussion between the employee and the Executive Director would be inappropriate, the employee may notify an appropriate advocate or a duly authorized member of their Union.

(iv) If this advocate considers there is some substance to the dispute or grievance, they may request a meeting with the Organisation

(v) A meeting should be organized to discuss the matter as soon as possible but no later than within seven working days of the request being provided to the Organisation.

(vi) Any person involved with dealing with the grievance shall be bound by a requirement of confidentiality.

(vii) Whilst the above procedure is being followed, work shall continue normally where it is agreed there is an existing custom. In other cases work shall continue on the instruction of the Organisation.

**(b). Dispute between an employee and the Executive Director**

(i) Where the Executive Director is made aware of a grievance or dispute between herself and an employee, she shall notify the Chair of the Board

(ii) In the first instance, an employee may chose to attempt to resolve such a grievance or dispute directly with the Executive Director.

(iii) Where any such attempt at settlement has failed, or where the employee does not wish to engage in direct discussion with the Executive Director, the employee may notify an appropriate advocate or a duly authorized member of their Union

(iv) If this advocate considers there is some substance to the dispute or grievance, they may request a meeting with the Organisation

(v) A meeting shall be arranged to discuss the matter as soon as possible, but no later than within seven working days of the request being provided to the Organisation.

(vi) Any person involved with dealing with the grievance shall be bound by a requirement of confidentiality.

(vii) Where the above procedure has not resolved the issue, the Chair of the Board will determine an appropriate resolution process, in consultation with all parties. This may include external mediation.

(viii) Whilst the above procedure is being followed, work shall continue normally where it is agreed there is an existing custom. In other cases work shall continue on the instruction of the Organisation.

**15. 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

(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

(vii) date of document

**16. Instant dismissal**

(a) Decisions on instant dismissal are taken by the Executive Director in conjunction with the Chair of the Board

(b) Notwithstanding the operation of clause 13 of the Agreement, the Organisation reserves the right to immediately suspend or terminate an employee's employment in clear circumstances of gross misconduct. This may include:

(i) Sexual contact with a current client of the Organisation

(ii) Theft from the Organisation, a current employee or current service user

(iii) Intentionally or recklessly placing service users or co-workers at risk

(iv) A serious breach of confidentiality



## D16 Woden Community Services

The following additional terms are only binding on Woden Community Services and the employees of Woden Community Services.

### 1. Rates of Pay

<b>Community Services Worker (CSW) Classification Level</b>	<b>Rates at 30 June 2009</b> \$	<b>1<sup>st</sup> Pay period after 1 July 2009</b> + 3.15% \$
<b>CSW, Level 1</b> Paypoint	29047.49	29962.49
<b>CSW, Level 2</b> Paypoint 1 Paypoint 2 Paypoint 3 (i)	30919.30 32126.06 33448.54	31893.26 33138.03 34502.17
<b>CSW, Level 3</b> Paypoint 1 Paypoint 2 Paypoint 3 Paypoint 4 (i)	34655.31 35862.08 36953.15 38159.91	35746.95 36991.74 38117.17 39361.95
<b>CSW, Level 4</b> Paypoint 1 Paypoint 2 Paypoint 3 Paypoint 4	39473.17 40573.43 41780.19 42986.95	40679.44 41851.49 43096.27 44341.04
<b>CSW, Level 5</b> Paypoint 1 Paypoint 2 Paypoint 3 (iii)	44193.73 45285.18 46491.94	45585.83 46711.66 47956.44
<b>CSW, Level 6</b> Paypoint 1 (iv) Paypoint 2 Paypoint 3	47884.42 49138.38 51646.28	49392.78 50686.24 53273.14
<b>CSW, Level 7</b> Paypoint 1 (iv) Paypoint 2 Paypoint 3	52900.26 55408.18 56662.12	54566.62 57153.54 58446.98
<b>CSW, Level 8</b> Paypoint 1 (iv) Paypoint 2 Paypoint 3	59191.11 60425.11 61679.08	61055.63 62328.50 63621.97
<b>CSW, Level 9</b> Paypoint 1 Paypoint 2 Paypoint 3 Paypoint 4 Paypoint 5	62933.03 64186.99 66694.92 67948.88 70450.67	64915.42 66208.88 68795.81 70089.27 72669.87
<b>Director, WCS</b> Paypoint	112211.00	115745.65

Table notes:

Existing qualification barriers apply to Children Services Workers on translation to the CSW classification structure. These are reflected below and referenced in the above table:

(i) Children Services Worker In-Training

(ii) Certificate Three in Children Services required for advancement to CSW, Level 3, and paypoints 1 to 4. A Diploma in Children Services is required for advancement to paypoint 5.

(iii) An Advanced Diploma in Child Care Services, equivalent or demonstrated prior experience is required to advance to CSW, Level 5 paypoint 4.

(iv) Advancement to CSW, Level 6, 7 and 8 is dependant on employee gaining a Graduate Diploma in Child Care Management, equivalent or demonstrating prior experience in management.

## 2. Salary Sacrifice

- a) Voluntary access to flexible remuneration packaging is available to employees on a salary sacrifice basis in accordance with policies and guidelines issued by WCS from time to time.
- b) All costs incurred as a result of remuneration packaging under these provisions will be met by the employee.

## 3. Time off in Lieu (TOIL)

- a) An employee who works hours in excess of their normal working hours may be entitled to time off in lieu for any hours worked between 7.00am to 7.30pm Monday to Friday or when the program is regularly operating from Monday to Saturday as follows:
- b) TOIL is worked at the request of the Manager or Team Leader for an extraordinary event on during peak workloads. It is not a means by which additional hours are worked for the accrual of TOIL.
- c) The option to take TOIL is at the election of the employee and subject to the prior agreement of its accrual of the Team Leader.
- d) Time-in-lieu is to be taken on an hour for hour basis up to a maximum of 10 hours accumulative per fortnight to a maximum of 20 hours a month. If TOIL is not taken within two months it is forfeited.
- e) TOIL is accumulated as a result of extra workloads performed, not for a purpose. TOIL is not used to accumulate time in order to take extra time off at a later stage. TOIL can be taken subject to the agreement of the Team Leader.
- f) Any TOIL accrued will be taken before any recreation leave, when recreation leave is requested including during stand down periods.
- g) Overtime or TOIL does not apply when attending courses, conferences or when travelling away from WCS.

## 4. First Aid, Fire Warden and OH&S Representative Allowances

- a) To ensure OH&S regulations are complied with, WCS is required to appoint a certain number of First Aid Officers. In recognition of the above requirements, employees who are appointed as First Aid Officers will be paid an allowance per fortnight.
- b) The allowance rate is \$21.59 per fortnight effective 1 July 2009. This rate is based on the ACT Public Service base level \* First Aid rate. The rate is calculated on the current ACTPS rate of \$20.93 plus the WCS indexation increase of 3.15% applicable as from 1 July 2009. This increases the allowance by 66 cents to \$21.59 per fortnight for 2009/10.
- c) \*A Certificate awarded by a Registered Training Organisation that is accredited to deliver First Aid training. This would normally be based on a minimum of 8 hours training and would include: Expired Air (EAR), Cardiopulmonary resuscitation (CPR), life threatening emergencies and general minor first aid treatment.
- d) The above allowance will also apply to employees who are appointed as Fire Warden and/or as Occupational Health and Safety Representative.

- e) First Aid allowance is only paid to \*\*employees appointed as First Aid Officers who provide services as required by OH&S legislation to cover WCS's work environment. (\*\* see special note below).
- f) Nominations for appointment as a representative will be called for when required. Appointments and durations are based on operational requirements and priorities decided by the WCS Director in conjunction with the Occupational Health and Safety Committee.
- g) Training and associated costs will be covered by WCS for employees engaged in official First Aid, Fire Warden and OH&S Representative functions.
- h) \*\* Special note: Some WCS jobs require first aid qualifications as a prerequisite of their job. This may apply to children services and other employees engaged in carer roles, including family day care workers. WCS will cover the costs of training and refresher/update courses. Existing HACC support drivers will continue to receive the First Aid allowance whilst employed in their present jobs. In future, new support driver employees will not be paid the allowance.

**5. Travel Allowance (Domestic and International)**

- a) WCS will reimburse all reasonable official travel related expenses, including transportation, accommodation, meals and incidental expenses. Acceptable travel related expenses must be incurred as a result of work related activity and will vary according to the destination, duration and nature of the travel. It is the responsibility of the traveler to minimise all expenses to a sensible and practical level.
- b) Reasonable travel related expenses when travelling for official purposes are reflected in the following list. Work related travel expenses should be considered on a case-by-case basis. These expenses may include:

Reasonable Travel Related Expenses

<ul style="list-style-type: none"> <li>• Accommodation – room only costs;</li> <li>• Car rental and hire costs – when other means of transportation are unavailable, more costly or impractical;</li> <li>• Excess baggage for work related documentation or equipment;</li> <li>• Laundry and dry cleaning (if away from home for 3 nights or more);</li> <li>• Local taxes, stamp duties and transaction costs for work related activities;</li> <li>• Main meals (where the cost of meals has not already been paid for by WCS or other parties);</li> <li>• Medical costs in case of sickness when travelling;</li> <li>• Parking costs; Taxis;</li> <li>Tickets for air, bus, ferry, rail;</li> </ul>	<ul style="list-style-type: none"> <li>• Photocopying and business services where these could not be arranged before departure or at the offices visited;</li> <li>• Postage, fax and modem costs for work related purposes;</li> <li>• Pre-travel medical costs;</li> <li>• Telephone costs – business and a short call home once every day;</li> <li>• Tips and gratuities (when customary);</li> <li>• Tolls;</li> <li>• Travel insurance when deemed necessary;</li> <li>• Travellers cheque fees; or</li> <li>• Visas and special documentation requirements for foreign countries visited.</li> </ul>
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- c) Non-reimbursable expenses are those that are non-work related, excessive, unnecessary, and inappropriate or have been inclusive in other expenses. These may include:
  - Gym fees
  - In-flight refreshments

- Mini-bar and in-house movies
  - Annual expenses or meal expenses for travel less than 10 hours
  - Room service; or
  - Toiletries.
- d) Travel bookings. Travellers are responsible for ensuring that value for money is obtained, on behalf of WCS, for all travel and accommodation services. Before travelling employees should consider economical and practical alternatives that will deliver the same business outcome while achieving value for money for WCS.
- e) For air travel, travel should be booked using the lowest fare principle, which is the most economical air fare that suits the requirements of a traveller in enabling business objectives to be met, and ensures the effective use of the traveller's time. Employees wishing to travel with an airline of their choice will reimburse WCS the cost difference should it be greater than the most economical fare. For other expenses, every effort should be made to obtain the best rate and practical alternatives should be considered.
- f) Travellers are responsible for ensuring that adequate planning and timely bookings are made to minimise travel costs.
- g) Air travel and accommodation class/standards are specified as follows.
- i) Air travel within Australia is to be undertaken in economy class.
  - ii) Air Travel outside Australia is to be undertaken in business class.
  - iii) Accommodation cost in all cases unless pre-determined in a conference package is to be sought as close to the median cost level as practical.
  - iv) Airline lounge membership is available at the expense of travellers.
- h) Insurance. Domestic and international travellers may, under applicable worker's compensation, be covered for injuries sustained or diseases contracted while travelling. There may be times, however, when this coverage will not apply. Where domestic travel is undertaken and a medical condition is suffered which is not covered under the applicable worker's compensation, Medicare and/or private health insurance will apply. For international travel, travel insurance will be compulsory and paid for by WCS.

The type of insurance to be considered would include:

- Personal injury or disease
- Loss of personal effects
- Changes to travel or accommodation arrangements
- Repatriation; and
- Death.

## **6. Use of WCS Vehicles**

- a) Employees who take employer vehicles home and 'garage' vehicles at home are deemed by the Australian Taxation Office to have a vehicle available for private use.
- b) The private use is considered to be a fringe benefit by the Australian Taxation Office.
- c) The policy of Woden Community Service is that the employee does not enjoy a fringe benefit as it believes the work commitments of the employee do not allow the employee to return the vehicle to WCS premises or other locations.

- d) As such WCS does not believe the employee should be expected to absorb the calculated fringe benefit within the employee's fringe benefit package.
- e) WCS will make a grossed up allowance payment to each employee who falls into this category based on either an individual employee or a shared basis with other employees which, on an after tax basis, equates to the fringe benefit value attached to each vehicle which is being home garaged.
- f) The employee will be expected to make a contribution after tax to WCS to eliminate the calculated fringe benefit value. This allowance payment will not attract the superannuation guarantee.

**7. Home Based Work**

- a) WCS may request, due to effective and efficient considerations, an arrangement where an employee works from home. WCS may provide computing resources for home use, remote access capability, phone line installation and reimbursement of 100% of line rental. A security and OH&S assessment must be conducted.
- b) In agreed cases where a working from home arrangement is requested by the employee, the employee is responsible for all costs with maintaining a home based office and may wish to seek reimbursement for these costs via taxation refund entitlements. The employee would be required to provide a secure work environment and cover the cost of an OH&S assessment.

**8. Leave Below One Day**

Employees with access to TOIL may use TOIL for all absences of less than one day wherever practicable; however annual or personal leave may still be accessed for these absences.

**9. Personal Leave**

A WCS employee is entitled to 18 days full pay personal leave on commencement of service. This entitlement is accumulative per accrual year.

**10. Definition of Class of Person for Carer's Leave Purposes**

The entitlement to use personal leave in accordance with this clause is subject to:

- (i) the employee being responsible for the care or support of the person concerned; and
- (ii) the person concerned being:
  - (a) a spouse of the employee; or
  - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
  - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
  - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
  - (e) a relative of the employee who is a member of the same household; or

(f) a person related to the employee by Aboriginal and/or Torres Strait Islander kinship structures.

1. "relative" means a person related by blood, marriage or affinity;
2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
3. "household" means a family group living in the same domestic dwelling.

#### **11. Carer's Leave**

Up to four consecutive days of personal leave can be taken in succession without a certificate for carer's leave.

#### **12. Paid Maternity Leave**

- a) Ongoing (permanent) employees with one year of service with Woden Community Service shall be entitled to six weeks paid maternity leave.
- b) For medical reasons, the employee may access personal leave credits to supplement paid maternity leave providing a medical certificate is provided.

#### **13. Leave in Exceptional Circumstances**

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

#### **14. Study Leave**

- f) 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.
- g) 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.
- h) Study leave must be approved by the Program Manager in consultation with the HR Manager.
- i) Leave Without Pay may also be accessed, for study leave in accordance with LWOP provisions, see below.

#### **15. Organisational Health**

- j) WCS will monitor, analyse and report on organisational health matters. WCS's Team Leadership Group (TLG) will over sight the provision and analysis of demographic data. The information will be provided to staff via the provision of TLG minutes. Additional information can be found by accessing the 'WCS Team Leadership

Governance' guide which resides under part A 'WCS Business and Operations' of the on-line 'WCS Human Resource Manual'.

- k) Organisational Health to be monitored will include the work environment and OH&S, learning and development, staff turnover/recruitment activity (commencements and separations), staff resources and workloads, provision and analysis and reporting on HR demographics such as staffing mix e.g. by employment type and tenure, age profile, gender balance, LWOP, turnover, overtime, TOIL usage and salary expenditure and performance against budget.
- l) WCS will organise social events in consultation with employees.
- m) WCS will arrange monthly staff meetings and monitor the extent of employee consultation and involvement across WCS and encourage and seek employee participation in decision making processes.

## **16. 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) with the provider to discuss personal or work related matters.

## **17. Other Provisions**

WCS has a range of provisions and conditions of work not reflected above or in the MEA. Examples include an Employee Work Plan scheme tied to individual performance outcomes and learning and development, other allowances, grievance resolution, shared behaviours, code of practice and OH&S which are reflected in a common law agreement known as the MOU-Pay and Conditions Guide. The latter is supplemented by an extensive range of policies and guiding documents.

## **D17 Youth Coalition of the ACT**

The following additional terms are only binding on Youth Coalition of the ACT and the employees of Youth Coalition of the ACT.

### **1. Wages**

Employees will receive a 3.5% wage increase from 1 July 2009 in lieu of the 3.15 wage increase prescribed in section 9 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 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.

### **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. Maternity Leave**

In addition to the conditions agreed to under Clause 27 of this agreement, a pregnant employee, who has completed 12 months service, shall be entitled to twelve weeks paid maternity leave, commencing not less than two weeks before the presumed date of confinement.

### **7. 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.

### **8. Fulltime Hours**

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

### **9. Time in Lieu**

Employees are able to accrue time in lieu up to 20 hours per month. Employees will only be able to retain time in lieu hours over the 20 hour limit with the prior agreement of the Director.