

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA04/259

**TITLE: St. George Backstop Family Support Service Inc. Enterprise Agreement 2004**

**I.R.C. NO:** IRC4/4820

**DATE APPROVED/COMMENCEMENT:** 20 August 2004

**TERM:** 36

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 8 October 2004

**DATE TERMINATED:**

**NUMBER OF PAGES:** 16

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by St. George Family Support Service Inc. 42 Jubilee Avenue, Carlton, NSW 2218, who fall within the coverage of the Social and Community Services Employees (State) Award

**PARTIES:** St George Backstop Family Support Services Inc. -&- the Australian Services Union of N.S.W.

# **ST. GEORGE BACKSTOP FAMILY SUPPORT SERVICE INC. ENTERPRISE AGREEMENT 2004**

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## **1. Title of Agreement**

The Agreement shall be known as the St. George Backstop Family Support Service Inc. Enterprise Agreement 2004.

## **2. Parties to the Agreement**

An Enterprise Agreement pursuant to the *NSW Industrial Relations Act 1996* entered into between:

St. George Backstop Family Support Service Inc., 42 Jubilee Avenue, Carlton; and  
Australian Services Union of NSW, (the Union) Suite 2, Level 2, 619 Elizabeth Street, Redfern

### **3. Area, Incidence and Duration**

- (a) This Agreement shall apply to all employees of St. George Backstop Family Support Service Inc. covered by the Social and Community Services Employees (State) Award.
- (b) This Agreement shall take effect from date of approval by the NSW Industrial Relations Commission and remain in force for three (3) years.

### **4. Relationship with Award**

This agreement shall be read and interpreted in conjunction with the social and community services employees (state) award. The agreement will prevail to the extent of any inconsistency between the award and the agreement.

### **5. Terms of Engagement**

- (a) The employer shall inform each employee in writing as to the terms of engagement, and in particular whether s/he is a full time, part-time or casual employee.
- (b) The employer shall provide a job description to employees upon engagement or in respect of existing employees within one (1) month of the effective date of this Agreement.
- (c) The employer shall provide letters of appointment to all new employees stating Grade, Hourly Rate of Pay and Hours of Work.

### **6. Part-Time Employees**

- (a) A part-time employee shall mean a person who works a specified number of regular days and/or hours being less than those worked by a full-time employee in a four-week period.
- (b) Part-time employees shall be paid a minimum of two hours on each day they work.
- (c) Part-time employees shall be paid an hourly rate calculated on the basis of one-thirty fifth of the appropriate weekly rate prescribed by clause 21, Rates of Pay SACS Award.
- (d) Part-time employees shall be entitled to all benefits under this Award on a pro-rata basis.

### **7. Full Time Employees**

- (a) An employee not specifically engaged on a part-time, casual or fixed term basis shall be a full time employee.
- (b) Full time employees shall be paid a minimum of two hours on each day they work.

### **8. Casual Employees**

The provisions of the Award apply for casual employees.

### **9. Hours of Work**

- (a) The ordinary hours of work shall be no more than 35 hours per week exclusive of meal breaks, worked between the hours of 8.30a.m. and 6.00p.m. Monday to Thursday inclusive.
- (b) Ordinary hours of work may be worked on a flexi-time basis at the employees discretion. A record of time worked is to be recorded by the employee on their time sheet and totalled daily.
- (c) If an employee is employed part-time then the provisions of a) shall apply on a pro-rata basis.

- (d) Flexi-time hours worked Monday to Thursday between the hours of 8.30a.m. and 6.00p.m. shall be credited to time in lieu on an hour for hour basis. Hours worked outside the hours 8.30a.m. to 6.00p.m. Monday to Thursday, or on a day which is not the employee's ordinary working day should be credited to time in lieu.

### **10. Overtime**

- (a) Overtime means time worked with the prior authorisation of the employer beyond the ordinary hours of work specified in this Award and/or outside the span of hours specified in this Award.
- (b) Overtime shall be paid as follows:
  - Time and one half for the first three hours
  - Double time thereafter.
- (c) Part-time workers must
  - (i) Work the fulltime equivalent hours within the span of hours identified in 9 (a) hours of work before overtime is payable; or
  - (ii) Work outside the span of hours identified in 9 (a) hours of work before overtime is payable.
- (d) For the purpose of calculating the payment of overtime, each day shall stand alone.
- (e) Employees may be required to work reasonable amounts of overtime.

### **11. Time in Lieu**

Time off in lieu of payment for overtime

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer. Time in lieu accrual should not exceed 20 hours or the equivalent of one week, based on employees hours of work.
- (b) Overtime taken as time off during ordinary hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) An employer shall, if requested by an employee, provide payment, at the rate provided for the payment of overtime in the Award, for any overtime worked under sub-clause (a) above where such time has not been taken within four weeks of accrual. Notwithstanding anything contained elsewhere in this sub-clause, on notice from the employer, an employee must elect within six months of accrual, whether to take overtime worked under (a) above as an overtime payment or as time off work at the ordinary time rate of pay.

### **12. Roster of Hours**

The ordinary hours of work for each employee other than casuals shall be displayed on a roster in a place conveniently accessible to employees.

### **13. Meal Breaks**

- (a) A meal break of not less than 30 minutes shall be allowed each day, for lunch. If an employee is instructed to work through a meal break, in accordance with this clause s/he shall be paid time and one half for all time worked beyond 5 hours, until such time that a meal break is taken.
- (b) Where an employee is required to work overtime and in so doing becomes due for a meal break, a meal allowance up to \$20.00 shall be paid.

#### **14. Annual Leave**

- (a) Annual leave shall be granted and paid in accordance with the terms of the *Annual Holidays Act 1944* except as hereinafter provided:
- (b) Full time employees shall be entitled to 4 weeks annual leave for each twelve months of employment.
- (c) Up to 6 weeks annual leave can be accrued from one year to the next and shall be taken at a time agreed to by the employee and the employer.
- (d) A loading of 17.5% on the gross salary for 4 weeks shall be paid. This loading shall not be payable for any days added to the leave to compensate for public holidays. Loading shall be payable at the time that the leave is taken.
- (e) Where the employment of an employee is terminated for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of any annual leave to which they are entitled they shall be paid a loading calculated at 17.5% for such leave.
- (f) No loading is payable on the termination of an employees employment except as provided in (e) above.
- (g) An employee can not be forced to take paid or unpaid leave at any specific time of year, except leave specified in clause 14 (h).
- (h) An employee shall receive paid leave for close-down period between Christmas and New Year. Such leave shall not be detracted from annual, special, or other leave entitlements.

#### **15. Sick Leave**

- (a) In the event of an employee becoming sick and unfit for duty and certified as such by a duly qualified medical practitioner, they shall be entitled to 70 hours in each year of service and pro-rata for part- time workers.
  - (i) Such leave shall be available from the beginning of each year of service.
  - (ii) For the purpose of this clause, illness shall include stress and mental ill health.
- (b) The employer may dispense with the requirements of a medical certificate where the absence does not exceed two consecutive days or where in the employers opinion circumstances are such not to warrant such requirement.
- (c) Each employee shall take all reasonably practicable steps to inform the employer of their inability to attend for work and as far as possible state the estimated duration of the absence. Where practicable such notice shall be given within 24 hours of the commencement of such absence.
- (d) 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 sick leave not taken on retirement or termination.
- (e) Where an employee has, in accordance with this clause, taken sick leave, the employee shall not be required to work any ordinary hours other than those previously rostered so as to avoid or minimise the requirement on an employer to provide paid sick leave.

#### **16. Motor Vehicle Allowances**

- (a) Where employees consent to use their motor vehicle in the course of their duty, they shall be paid an amount prescribed by the SACS Award for each kilometre travelled during such use.

- (b) St. George Backstop Family Support Service will pay excess insurance costs in the event of an accident in the course of duties that was not the employees fault and where the driver at fault is uninsured or unknown.
- (c) An employee who agrees to use a private vehicle in the course of his/her employment must comprehensively insure the vehicle used.

### **17. Expenses**

- (a) An employee required to stay away from home overnight shall be reimbursed the cost of pre approved board, lodging and meals. Reasonable proof of expenses incurred is to be provided by the employee to the employer.
- (b) An employer shall reimburse all reasonable expenses including the cost of telephone calls necessarily incurred by an employee in carrying out their duties subject to reasonable proof of the expenses being incurred being supplied to the employer.

### **18. Public Holidays**

- (a) An employee shall be entitled to all statutory public holidays without loss of pay. For the purpose of this clause the following shall be deemed public holidays: New Years Day, Good Friday, Easter Monday, Anzac Day, Queens Birthday, Local Labour Day, Australia Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday.
- (b) Where an employee is required to and does work on a public holiday the employee shall;
  - (i) choose to be paid and in such case the employee would receive their ordinary pay for the day plus payment for actual time worked at single time; or
  - (ii) choose to take the equivalent time off and in such case the employee would receive their ordinary pay for the day and the equivalent time off for the actual time worked; or
  - (iii) subject to mutual agreement between the employee and the employer, aggregate the equivalent time off with annual leave entitlements.

### **19. Cultural and Religious Holidays**

An employee who wishes to celebrate a significant cultural or religious holiday shall be entitled to negotiate such leave with the co-ordinator and this leave should be taken as annual leave or time in lieu.

### **20. Long Service Leave**

The provisions of the *Long Service Leave Act* 1955 shall apply except as hereinafter provided.

- (a) An employee shall be entitled to paid long service leave after five (5) years on a pro-rata basis at the rate of 4.33 weeks per five year period.
- (b) Where an employee ceases employment for any reason after the completion of five years service, the employee shall be entitled to be paid long service leave at the rate in 20 (a).

### **21. Parental Leave**

The provisions of the *Industrial Relations Act* 1996 (NSW) apply, with the exceptions outlined in Clause 22.

## 22. Maternity Leave

### 1. Eligibility

(a) An employee who has served for a continuous period of not less than one year shall be entitled to:

- (i) leave on full pay for a period of six weeks;
- (ii) additional leave without pay to bring the total leave to a period of twelve months.

Such leave shall be taken at a time within the period of twenty weeks before the expected date of birth to twelve months after giving birth.

(b) A full time employee who has served for a continuous period of not less than 2 years shall be entitled to:

- (i) leave on full pay for a period of twelve weeks;
- (ii) additional leave without pay to bring the total leave to a period of twelve months.

Such leave shall be taken at a time within the period of twenty weeks before the expected date of birth to twelve months after giving birth.

### 2. Commencement and Duration

(a) Maternity leave may commence in the period from twenty weeks before the expected date of birth to twelve months after giving birth.

An employee must apply for maternity leave in writing, giving not less than four weeks notice of her intention to take maternity leave.

The notice must include:

- (i) a medical certificate from a qualified medical practitioner
- (ii) dates from which maternity leave will be taken and the period of leave to be taken.

(b) An employee commencing maternity leave may return to work during any part of that leave and recommence leave at any time, upon agreement with the employer or upon provision of four weeks notice or more, provided that the full leave is not greater than the equivalent of twelve months leave.

(c) As well as maternity leave, an employee may take any entitlement to accumulated recreational leave (including leave loading where available), accumulated allocated days off and then use any long service leave entitlement, without loss of any entitlement of maternity leave under this agreement.

(d) Where practicable and subject to the agreement of the employer, a full-time employee may return to work on a part time basis.

### 3. Payment of Maternity Leave

Please note that any ruling made in the future by the federal government in respect to maternity leave will override these payment conditions.

(a) Payment for maternity leave may, if the employee so elects, be made:

- (i) each fortnight during the period of paid maternity leave,

- (ii) or, at half the employees ordinary rate of pay for twice the period of the paid maternity leave entitlement
- (iii) payments may be made by electronic transfer or by certified mail to a nominated address.
- (b) Periods of paid maternity leave shall count for the purposes of accrual of other leave entitlements and unpaid leave shall not break continuity of service.

#### 4. Special Maternity Leave

Total leave accrued, both special maternity leave or maternity leave, shall not exceed twelve weeks paid and forty weeks unpaid.

- (a) An employee shall be entitled to a maximum of twelve weeks paid special leave if she is:-
  - (i) not absent on maternity leave
  - (ii) who is, however, entitled to maternity leave,
  - (iii) and whose pregnancy has proceeded for a period of twenty weeks.
- (b) This leave shall apply in respect of:
  - (i) any illness relating to pregnancy; and
  - (ii) in respect of the normal consequences of confinement where her pregnancy terminates other than by the birth of a living child.
  - (iii) additional leave without pay shall be available as may be certified by a medical practitioner.
  - (iv) An employee may use accrued recreation leave, long service leave and sick leave to cover all or part of the unpaid period of leave.
  - (v) The period of leave granted shall count as continuous service for all purposes.

#### 5. Return to Work after Maternity Leave

- (a) An employee shall confirm her intention of returning to work by notice in writing to her employer given not less than four weeks prior to the expiration of her maternity leave.
- (b) An employee shall be entitled to return to her usual position which she held before proceeding on maternity leave.

#### 6. Replacement Employees

- (a) A replacement employee is an employee specifically engaged as such and as a result of an employee proceeding on maternity leave, provided, however, that a replacement is not expected to fill the job vacated by the employee proceeding on maternity leave.
  - (i) Before an employer engages a replacement employee under this sub clause, the employer shall inform that person of temporary nature of the employment and of the rights of the person who is being replaced.
  - (ii) Any existing staff member transferred or promoted as a result of an employee taking maternity leave shall be informed of the temporary nature of the transfer or promotion.



7. Adoption Leave

- (a) All employees who adopt or plan to adopt a child shall be entitled to leave available to biological parents as above.

**23. Personal/Carers Leave**

1. Use of Sick Leave

- (a) An employee with responsibilities in relation to a class of person set out in (c) (ii) who needs their care and support shall be entitled to use, in accordance with this sub-clause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this sub 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) 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, where for the purpose of this paragraph:
1. "relative" means a person related by blood, marriage or affinity "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
2. "affinity" means a relationship that one spouse because of marriage has to blood relatives
3. "household" means a family group living in the same domestic dwelling.
- (d) An 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.

2. Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 23.1 c) (ii) above who is ill.

3. Annual Leave

- (a) To give effect to this clause, but subject to the *Annual Holidays Act 1944*, an employee may elect with the consent of the employer, to take annual leave not exceeding five days in single day periods in any calendar year at a time or times agreed by the parties
- (b) Access to annual leave, as prescribed in 3 (a) as above, shall be exclusive of any shutdown period provided for elsewhere under this Award.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single days absences, until at least five consecutive annual leave days are taken.

4. Make-up Time

An employee may elect, with the consent of their 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 award, at the ordinary rate of pay.

**24. Special Leave/Bereavement/Compassionate Leave**

- (a) On the occasion of death of the persons outlined in clause 23 Personal Carer's Leave, an employee is entitled to three days bereavement leave.
- (b) At the discretion of Management such leave may also be granted for other personal considerations. Applications for such leave must be in writing.
- (c) The employer may grant further leave for personal reasons as it sees fit.

**25. Study Leave**

- (a) A full-time employee shall be entitled to three hours paid leave per week to attend courses approved by the management committee. A part-time worker shall be entitled to this leave on a pro-rata basis.
- (b) Study leave may be accrued throughout the year to be taken prior to exams or other forms of assessment, as a block of no more than 4 days.
- (c) An employee will be entitled to paid leave to attend exams in courses approved by the management committee.
- (d) When an employee wishes to take more than one day of study leave consecutively, then approval is to be sought from the management committee.

**26. Leave Without Pay**

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

**27. Jury Service**

- (a) A full-time, part-time or fixed term 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 their attendance for such jury service and the amount of wages they would have received in respect of the ordinary time they would have worked had they not been on jury service.
- (b) An employee shall notify their employer as soon as possible of the date upon which they are required to attend for jury service. Further the employee shall give their employer documentary proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

## 28. Grievance Procedure

Any dispute or grievance arising in the workplace other than a dispute or grievance arising from an employers concern about an employees work performance or conduct shall be dealt with in the following manner:

- (a) In the first instance, the employee shall attempt to resolve the grievance with their immediate supervisor or employer.
- (b) In the event of failure to resolve the grievance or where a direct discussion between the employee and their immediate supervisor would be inappropriate, the employee may notify an accredited representative of the Union or other representative of their choice who shall confer with the appropriate supervisor and/or manager to organise a meeting.
- (c) Any such meeting will be held as soon as possible after notification by the employee or their representative of the grievance or dispute or within a time frame agreed between both parties.
- (d) While the above procedure is being followed work shall continue normally. No party shall be prejudiced as to the final settlement by the continuation of work.
- (e) In the event of failure to resolve the grievance or dispute amicably between the parties, either party may refer the matter to the NSW Industrial Relations Commission.

## 29. Termination of Employment

1. Nothing in this clause shall prevent the summary dismissal of an employee for misconduct.
2.
  - (a) Except for misconduct, justifying summary dismissal, the services of an employee shall be terminated by an employer only by notice as prescribed by the following:

Years of Continuous Service	Notice Required
Not more than 1 year	at least one week
More than 1 but not more than 3 years	at least two weeks
More than 3 but not more than 5 years	at least three weeks
More than 5 years	at least four weeks
  - (b) Where an employee is over 45 years of age they shall receive in addition to the above table, one weeks extra notice, provided the employee has had two years service.
  - (c) Nothing in this clause shall prevent the employer from giving payment in lieu of, and equal in value to, the period of notice in 29. 2 (a).
3. An employee may terminate their service by giving the employer two weeks notice or by forfeiture of two weeks pay in lieu of notice.

## 30. Organisational Change and Redundancy

1. Application
  - (a) This clause shall apply in respect of full time and part time persons employed under this Award.
  - (b) In respect to employers who employ more than 15 employees immediately prior to the termination of employment of employees, in the terms of 30.4.
  - (c) Notwithstanding anything contained elsewhere in this Award, this clause shall not apply to employees with less than one years continuous service, and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the

first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

- (d) Notwithstanding anything contained elsewhere in this Award, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to ordinary and customary turnover of labor.

## 2. Introduction of Change

- (a) Where an employer has made a definite decision to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the Union to which they belong.
- (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employers workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the Award makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

## 3. Employers Duty to Discuss Change

- (a) The employer shall discuss with the employees affected and the Union, inter alia, the introduction of the changes referred to in 30.2 (a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the Union in relation to the changes.
- (b) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in 30.2 (a).
- (c) For the purpose of such discussion, the employer shall provide to the employees concerned and the Union, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

## 4. Discussions Before Termination

- (a) Where an employer has made a definite decision that they no longer wish the job the employee has been doing to be done by anyone, pursuant to 30.2 (a), and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the Union.
- (b) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of 30.2 (a) and shall cover any reasons for the proposed termination, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (c) For the purpose of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the Union all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of 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 adversely affect the employer.

5. Notice For Changes in Production, Program, Organisation or Structure

This subclause sets out the provisions to be applied to terminations by the employer for reasons arising from "production", "program", "organisation" or "structure" in accordance with 30.2 (a).

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

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

- (b) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional weeks notice.
- (c) Payment in lieu of the notice above shall be made if the appropriate notice of period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

6. Notice for Technological Change

This sub-clause sets out the notice provisions to be applied to terminations by the employer for reasons arising 'technologically' in accordance with 30.2 (a).

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

7. Time Off During the Notice Period

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

8. Employee Leaving During the Notice Period

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause as those to which the employee would have been entitled had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

9. Statement of Employment

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

10. Notice to Centrelink

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

11. Employment Separation Certificate

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

12. Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in 30.2 (a), the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employees employment had been terminated, and the employer may at the employers option make payment in lieu thereof an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

13. Severance Pay

Where an employee is to be terminated pursuant to 30.4 of this clause, subject to further order of the NSW Industrial Relations Commission the employer shall pay the employee the following severance pay in respect of a continuous period of service:

- (a) If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

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

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

Years of Service	45 Years of Age and Over Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

- (c) "Weeks Pay" means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over-award payments, shift penalties, and allowance, paid in accordance with the Award.

#### **14. Incapacity to Pay**

- (a) Subject to an application by the employer and further order of the NSW Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in 30.13.
- (b) The Commission shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in 30.13 will have on the employer.

#### **15. Alternative Employment**

Subject to an application by the employer and further order of the NSW Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in 30.13 if the employer obtains acceptable alternative employment for an employee.

#### **31. Higher Duties Allowance**

- (a) An employee who is called upon by the employer to perform the duties of another employee in a higher classification under this Award for at least 35 consecutive rostered hours shall be paid for the days on which those duties are performed at a rate not less than the minimum rate prescribed for the higher classification provided that such claims be made by the employee within one month of the cessation of the performance of such duties.
- (b) Where a public holiday falls within a period referred to in 31.1, the public holiday shall be considered as time worked in the higher classification.
- (c) An employee required to perform the work of another employee shall not suffer any reduction in their wage.
- (d) The payment paid in 31.1 shall be considered to be the employee's ordinary rate of pay for all purposes while ever the employee is in receipt of the higher duties payment.

#### **32. Union Notice Board**

An accessible space shall be provided by the employer, in the workplace, for Union notices.

#### **33. Union Meetings**

Union members shall be entitled to one hour per month in working time, without loss of pay for the purposes of attending Union meetings.

#### **34. Trade Union Training Leave**

The Union delegate shall be entitled to 4 days leave on full pay per annum, provided that adequate notice (not less than two weeks) is given to the employer, and the following conditions met:

- (a) Adequate alternative workplace arrangements can be made for the performance of the employee's normal duties
- (b) The Union shall give written notice to the employer of the nomination of the employee, together with time, date and venue of the course.
- (c) Leave under the clause shall count as service for all purposes.

- (d) This training is separate from any other form of training undertaken by the employee.

### **35. Posting of Agreement**

A copy of this Agreement shall be kept at each workplace, where it is available to all employees.

### **36. Right of Entry By Union**

See *Industrial Relations Act 1996* (NSW).

### **37. Civil Liability**

The employer shall be responsible for any civil action taken against the employee in respect of any action taken in the ordinary course of employment.

### **38. Occupational Health and Safety**

As stated in the *NSW Occupational Health and Safety Act 2000*.

### **39. Harassment and Intimidation**

The employer shall not, to the extent that it is within the employers power to do so, allow an employee to be harassed or intimidated in the course of her/his work.

In particular racial and sexual harassment of employees shall not be condoned by the employer. Appropriate action shall be taken by the employer in consultation with all employees to prevent harassment or intimidation from occurring.

### **40. Anti Discrimination**

- (a) It is the intention of the parties to this agreement to seek to achieve the object in Sec3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- (b) It follows that in fulfilling their obligations under the grievance procedure set out in Clause 28 of this agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the agreement, which, by its terms or operation, has a direct or indirect discriminatory effect.
- (c) Under the *Anti-Discrimination Act 1977* it is unlawful to victimise an employee because the employee has made or may make or has been involved in complaint of unlawful discrimination of harassment.
- (d) Nothing in this clause is to be taken to affect:
- (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (ii) offering or providing junior rates of pay to persons under 21 years of age;
  - (iii) any act or practice of a body established to propagate religion which is exempted under Sec. 56(d) of the *Anti-discrimination Act 1977*;
  - (iv) a party to this agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.



This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

.....  
Chairperson  
St. George Backstop Family Support Service Inc.

Date: 21/07/2004

.....  
Witness

Date: 21/07/2004

.....  
Executive President  
The Australian Services Union of NSW

Date: 08/08/2004

.....  
Witness

Date: 08/08/2004