

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/329

**TITLE:** **Welfare Rights Centre Enterprise Agreement 2005**

**I.R.C. NO:** IRC5/5603

**DATE APPROVED/COMMENCEMENT:** 6 December 2005 / 6 December 2005

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**NEW AGREEMENT OR  
VARIATION:** New.

**GAZETTAL REFERENCE:** 23 December 2005

**DATE TERMINATED:**

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**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Welfare Rights Centre, located at 5B, 414 Elizabeth Street, Surry Hills NSW 2010, who fall within the coverage of the Social and Community Services Employees (State) Award.

**PARTIES:** Welfare Rights Centre Ltd -&- the Australian Services Union of N.S.W.

# Welfare Rights Centre Enterprise Agreement October 2005

## WELFARE RIGHTS CENTRE ENTERPRISE AGREEMENT

### TABLE OF CONTENTS

WELFARE RIGHTS CENTRE ENTERPRISE AGREEMENT .....	1
PART I - OPERATION OF THE AGREEMENT.....	2
1 Coverage and Title of Agreement.....	2
2 Parties bound.....	3
3 Life of Agreement.....	3
4 Access to Agreement and references to policy documents .....	3
5 Purpose, interpretation and definitions .....	3
PART II - ENGAGEMENT OF EMPLOYEES .....	4
6 Conditions of employment.....	4
7 Full-time employment.....	4
8 Part-time employment.....	4
9 Permanent employment.....	4
10 Casual employment .....	5
11 Fixed term employment.....	5
12 Subsidised employment schemes.....	5
13 Job descriptions.....	5
14 Confidentiality .....	6
PART III - HOURS OF WORK.....	6
15 Hours of work.....	6
16 Overtime and absences on time-in-lieu .....	6
17 Home based work.....	6
PART IV - CLASSIFICATIONS, TRAINING, SALARIES AND SUPERANNUATION.....	7
18 Rates of pay.....	7
19 Payment of salaries.....	8
20 Salary package .....	8
21 Staff appraisal and development.....	9
22 Staff training and development.....	9
23 Superannuation.....	9

PART V - ALLOWANCES AND AMENITIES .....	9
24 Travelling, motor vehicle and other allowances and reasonable expenses.....	9
25 Amenities .....	10
26 Access to the workplace for childcare .....	10
27 Occupational Health and Safety.....	10
28 Practising Certificates and Professional Accreditation.....	11
29 Vicarious liability .....	11
PART VI - LEAVE.....	11
30 General leave provisions.....	11
31 Sick Leave .....	11
32 Carer's leave.....	12
33 Workers compensation make-up pay:.....	12
34 Annual Leave.....	13
35 Public holidays.....	14
36 Leave during Christmas closure and Easter.....	14
37 Leave without pay.....	14
38 Long Service Leave .....	14
39 Parental & Adoption Leave.....	15
40 Compassionate Leave .....	16
41 Jury Leave .....	16
42 Religious/Traditional/Cultural Law Leave .....	16
43 Education and Professional Development Leave .....	16
PART VII - ..... COUNSELLING GRIEVANCE AND DISPUTE PROCEDURES & DISCIPLINARY PROCEDURES, TERMINATION, INTRODUCTION OF CHANGE, AND REDUNDANCY .....	17
44 Counselling .....	17
45 Grievance and dispute settling procedures .....	17
46 Counselling and disciplinary procedures .....	18
47 Termination of employment.....	20
48 Summary dismissal.....	21
49 Invalidity.....	21
50 Redundancy and the introduction of change .....	21
51 Union membership.....	23
TABLE 1 - MISCELLANEOUS ALLOWANCES AND PAYMENTS .....	23

## **PART I - OPERATION OF THE AGREEMENT**

### **1 Coverage and Title of Agreement**

This Agreement is to be known as the Welfare Rights Centre Ltd Enterprise Agreement 2005.

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

The employer is committed during the life of this Agreement and in its renegotiation to negotiate collectively with the ASU in respect of all its employees. Therefore the employer agrees that individual employee arrangements will not be promoted or offered to any employee while this Enterprise Agreement remains in force.

## **2 Parties bound**

This Agreement will apply to:

- (a) Welfare Rights Centre Legal Centre Ltd
- (b) The Australian Services Union of NSW (to be referred to in this Agreement as the "Australian Services Union" or "the Union").

## **3 Life of Agreement**

This Agreement will operate on and from the date of certification by the Industrial Relations Commission of NSW and continue in force for a period of three years and until repealed or replaced in accordance with the Industrial Relations Act of 1996.

## **4 Access to Agreement and references to policy documents**

- (a) A copy of this Agreement and all Centre staff policies will be provided to all existing and new employees and copies will be kept in a place accessible to all employees.
- (b) Where this Enterprise Agreement refers to the Centre policies, in 15c, 16c and 27g, those policies shall not be varied without the agreement of the majority of staff and the Board.

## **5 Purpose, interpretation and definitions**

- (a) This Agreement applies to a Community Legal Centre which encourages co-operative work practices between employees and the Board of Directors. The Welfare Rights Centre is committed to providing free, independent legal assistance to the public, and works towards reform of Social Security law and administrative practice.
- (b) The purpose of this Agreement is to set out the conditions under which employees are employed. Within the spirit of co-operative work practices, the aim of these employment conditions is to facilitate and support employees in carrying out the functions of the Centre.
- (c) As a result, this Agreement should not be interpreted restrictively. It has been written in plain English. If the meaning of a clause or condition is unclear the interpretation to be used is the one which best gives effect to the spirit of the clause and to the Agreement.
- (d) This Agreement has been written based on full-time working hours. Part-time employees are entitled to benefits pro rata to the number of hours they work each week.
- (e) In this enterprise Agreement the following definitions apply:

"Agreement" means the Welfare Rights Centre Enterprise Agreement;

"Centre" means Welfare Rights Centre;

"Board of Directors" means the group of people elected as Directors;

"Employee" means an employee of the Welfare Rights Centre;

"Union" means the Australian Services Union of NSW;

"Award" means the Social and Community Services Employees (State) Award;

"Commission" means the Industrial Relations Commission of NSW

"Family" means:

a partner;

a natural, adopted, foster, step or grandchild;

a sibling;

a parent or step parent;

a grandparent; or

any other person as approved by the employer in the particular case.

## **PART II - ENGAGEMENT OF EMPLOYEES**

### **6 *Conditions of employment***

- (a) Prior to commencing employment, the Centre will give each new employee a copy of this Agreement and a letter of appointment setting out:
  - (a) the employee's job description and position title;
  - (b) the employee's regular or set hours of work and full-time or part-time status;
  - (c) the employee's pay rate under this Agreement;
  - (d) the employee's employment status (i.e. permanent, casual, fixed term or under a subsidised employment scheme); and
  - (e) the employee's entitlement to, and possible liability to reimburse, the payment of a practicing certificate or other professional fee.

### **7 *Full-time employment***

- (a) An employee not specifically engaged on a part-time or casual basis is defined as a full-time employee and entitled to full-time benefits.

### **8 *Part-time employment***

- (a) A part-time employee is a person employed
  - i) other than as a casual; and
  - ii) to work a specified number of days and hours that are less than the hours worked by a full-time employee in a fortnight.
- (b) The minimum hours of duty for a part-time employee on any one day is three hours.
- (c) A part-time employee may, with the agreement of the Centre, temporarily change their days or hours in a day or total hours of work in a fortnight.
- (d) Unless specifically stated, a part-time employee has full entitlements under this Agreement proportionate to their total hours compared to that of a full-time employee.
- (e) Upon returning from parenting leave, an employee is entitled to work part-time in the same position they held prior to taking parenting leave or, if this is not reasonably practical, in a position of similar duties and status at hours and days agreed with the Centre and for an agreed period.
- (f) A full-time employee may negotiate with the Centre with the view to converting their position to part-time, either permanently or for an agreed temporary period.
- (g) An employee who has converted from full-time employment to part-time employment for an agreed temporary period, either following parenting leave or otherwise, may negotiate with the Centre with a view to reverting to full-time hours before the end of the agreed period.

Negotiations will take into account all the circumstances of the case, including amongst other matters, whether another employee has been employed as a result of the part-time work, the period of part-time employment worked and remaining to be worked, the Centre's budget and the employee's reasons for wanting to revert to full-time employment.

### **9 *Permanent employment***

- (a) A permanent employee is a full-time or part-time employee engaged other than specifically on a casual or fixed term basis or under a subsidised employment scheme.

## **10 Casual employment**

- (a) A casual employee is specifically engaged as such, is employed on a daily basis for a minimum shift of three hours and for a total of no more than 755 hours at a time..
- (b) A casual employee will be informed in writing upon engagement that:
  - (i) they are hired by the hour;
  - (ii) subject to being paid a minimum shift of three hours, they will be paid for actual time worked;
  - (iii) they are not entitled to payment for public holidays not worked nor payment for paid leave of any type other than Long Service Leave.
- (c) A casual employee will be paid the appropriate hourly rate under this Agreement plus a loading of 24.6% for ordinary working hours. This loading is inclusive of any statutory entitlement the employee has to leave payments.
- (d) Where a casual employee is subsequently employed by the Centre on a permanent basis the employee's previous periods of employment in the last six months will be counted as service for all purposes except the calculation of leave under this Agreement, but the Long Service Leave Act will continue to apply.

## **11 Fixed term employment**

- (a) A fixed term employee is specifically engaged to work for no more than 12 months, either full-time or part-time:
  - (i) in a position which is temporary in nature for a specified period of time;
  - (ii) for the completion of a specified task[s] or project; or
  - (iii) to relieve in a vacant position arising from an employee taking leave in accordance with this Agreement.
- (b) Unless otherwise stated, fixed term employees are entitled to the full benefits of this Agreement on a proportionate basis.
- (c) When offering employment on a fixed term basis to a job applicant, the Centre will advise them in writing of the temporary nature of the employment and the duration of employment.
- (d) If, within three months of ending fixed term employment with the Centre an employee is subsequently re-employed as a permanent employee, the fixed term employment will count as service under this Agreement for all purposes (except for specific leave entitlements if any periods of that leave were taken or paid out under the fixed term employment).
- (e) The employment of a fixed term employee may be extended once only, and only up to a total employment of 24 months.

## **12 Subsidised employment schemes**

- (a) Employees employed by the Centre under a government-sponsored employment scheme will be employed in accordance with the requirements of the particular scheme.

## **13 Job descriptions**

- (a) An employee's job description, as provided to them by the Centre under clause 6, will not be altered except by agreement between the Centre and the employee.
- (b) Individual job descriptions will be reviewed annually through the Staff Development and Review process.

## **14 Confidentiality**

- (a) The Centre will maintain the confidentiality of all matters relating to or affecting the employment of an employee, subject to any provision within this Agreement or under legislation which allows otherwise.

## **PART III - HOURS OF WORK**

### **15 Hours of work**

- (a) For the purposes of this Agreement the ordinary full-time working hours are 36 hours per week worked on a flexible basis within any one week, spread over five days, Monday to Friday.
- (b) Core hours are between 10.00am and 4.00pm each working day. The standard hours for start and finish of work will be set out in an employee's letter of appointment.
- (c) The Centre provides full-time employees with access to a Rostered Day Off in each period of 20 working days by condensing the 144 hours to be worked over that period into 19 working days. This provision is to be read in association with the Centre's "Rostered Day Off Policy".
- (d) When an employee travels from home to a different work location, any time additional to the time an employee normally travels to reach work will be considered work time.
- (e) No employee will be required to work in excess of four hours without a meal break.
- (f) Meal breaks are unpaid, from 30 minutes up to two hours, generally between 12 noon and 2pm at times convenient to the needs of the employee and the Centre.
- (g) Employees are entitled to take a morning tea break and an afternoon tea break of 10 minutes each on paid time.
- (h) Full-time employees are expected to attend meetings of the Board of Directors as well as Weekly Staff and Intake Meetings.

### **16 Overtime and absences on time-in-lieu**

Despite the Award now having provision for the payment of overtime, employees have agreed that:

- (a) Generally hours worked overtime are recompensed through the time in lieu system and through the provision of additional leave during the Christmas and Easter time (except for employees employed as casuals who will be paid at the salary rate set out in clause 10 (c)).
- (b) Where work requirements require more hours, the employee and the Director are to meet to discuss a restructuring of the job/job description; and
- (c) Where a special project or work requirement of the Centre necessitates additional working time in excess of standard hours on a weekday or Saturday, hour for hour time off in lieu should be provided to the employee. Work completed on Sundays for example, attendance at a conference or meeting, will accrue 1.5 hours for one hour's work. This provision is to be read in association with the Centre's "Time Off in Lieu Policy".

### **17 Home based work**

- (a) With the prior agreement of the Centre, an employee may, for an agreed period, perform part of their duties at home.
- (b) A home based work agreement for an employee to perform duties at home must be determined and must set out:

- the days and hours of work, and the range of duties, to be performed at the Centre's premises and at the home based work site, provided that duties are performed at the Centre's premises at least one day a week;
- the equipment, materials and facilities to be provided by the Centre and any agreement as to ownership and maintenance of these;
- the equipment, materials and facilities to be provided by the employee and any agreement as to the Centre's contribution to the cost of providing or maintaining these;
- an initial trial period of no more than three months;
- the duration of the arrangement and the date of renewal and further review;
- the Centre's statutory obligations for ensuring the health and safety of the employee while undertaking home based work and the employer's obligation to maintain appropriate and relevant levels of insurance;
- the right of the employee or the Centre to terminate the arrangement with suitable notice;
- the right of the Centre, Workcover and other nominated persons or organisations to inspect the employee's home based work site, and limits to that right;
- the methods of communicating to the employee all decisions or developments within the Centre or other information which is relevant to the employee; and
- any other relevant matter.

## **PART IV - CLASSIFICATIONS, TRAINING, SALARIES AND SUPERANNUATION**

### **18 Rates of pay**

(a) The Welfare Rights Centre salary scale as of August 2005 is as follows:

#### **SALARY & CLASIFICATION Dec 04-Dec 05**

<b><u>COMMUNITY SERVICES</u></b>	<b><u>Award 6/12/04</u></b>	<b><u>WRCt 10/08/05</u></b>
<b><u>Worker Grade 1</u></b>	<b><u>Award</u></b>	<b><u>WRC @5%</u></b>
Year 1	25,515	26,791
Year 2	26,515	27,841
Year 3	27,515	28,891
<b><u>Worker Grade 2</u></b>		
Year 1	29,315	30,781
Year 2	30,615	32,146
Year 3	31,915	33,511
Year 4	33,315	34,981
<b><u>Worker Grade 3</u></b>		
Year 1	34,528	36,254
Year 2	35,867	37,660
Year 3	37,206	39,066
Year 4	38,544	40,471
Year 5	39,987	41,986
<b><u>Worker Grade 4</u></b>		
Year 1	41,119	43,175
Year 2	42,355	44,173
Year 3	43,591	45,771
Year 4	44,827	47,068
<b><u>Worker Grade 5</u></b>		



Year 1	46,063	<b>48,366</b>
Year 2	48,123	<b>50,529</b>

**Worker Grade 6**

Year 1	52,243	<b>54,855</b>
Year 2	55,333	<b>58,100</b>

**Worker Grade 7**

Year 1	60,771	<b>63,810</b>
Year 2	63,771	<b>66,960</b>
Year 3	66,043	<b>69,345</b>

- (b) For the life of this Agreement, salaries will be fixed at 5% above the SACS Award, or its equivalent.
- (c) Within each relevant grade (with grades 4 & 5 being treated as one for the purposes of incremental progression) there will be an annual incremental progression as in clause 18(a).
- (d) Worker Grade 7 category is to apply to position of the Director only.

**19 Payment of salaries**

- (a) Salaries will be paid fortnightly by electronic funds transfer to a bank, building society or credit union account nominated by the employee, or by other means as agreed between the Centre and the employee.
- (b) Salaries will be paid in arrears on a Friday for the fortnight ending on that Friday.
- (c) The fortnightly rate of salary is equivalent to the annual gross salary divided by 26.07.
- (d) The Centre will deduct from salary the income tax required to be paid to the Australian Taxation Office and such other amounts as are authorised in writing by the employee and agreed by the Centre.
- (e) Each employee will receive a pay slip on request, and receive detailed pay slips each quarter or whenever a salary change occurs setting out the gross and net salary, allowances paid, tax and other amounts deducted, superannuation payments and the net amount to be paid.
- (f) Upon ending employment, salary due to an employee will be paid on the last day of work or, by arrangement with the employee, either forwarded by post or deposited into the employee's bank account on the next working day.

**20 Salary package**

- (a) As the Centre has Public Benevolent Institution (PBI) status and is therefore exempt from Fringe Benefit Tax, the Centre offers its employees the option of "salary packaging". This means payment by the Centre of an amount of money to a nominated third person or party.
- (b) The salary package increases the overall financial benefit the employee receives from the Centre by reducing annual gross income, and thus tax liability, and redirecting the deducted gross income, towards payment of an employee's bill or reducing an employee's debt or liability.
- (c) Without being limiting, examples of payments the Centre can make under this arrangement include the repayment of a personal or home loan, electricity, other utility or credit card bills or rent. The payment must not be made to the employee personally or to a dependent.

- (d) An employee who has chosen to take up the option of a salary package may choose at any time, on one month's notice, to discontinue.
- (e) The salary package is available to all permanent employees, and to fixed term employees.
- (f) The terms and conditions of the salary packaging will be set out in a letter of offer from the Centre to each eligible employee and is to be signed by both parties.
- (g) The amount of gross salary to be subject to the wage package arrangements will be set by the Centre in consultation with employees.

## **21 Staff appraisal and development**

- (a) After three months employment, and at a scheduled period in each calendar year, an employee will undergo an appraisal, aimed at giving the employee a forum to assess their work performance and skills, receive feedback, identify staff development and training needs, and to set achievable goals for themselves and the Centre.
- (b) Staff appraisal and development will occur in accordance with the guidelines of the Staff Development and Review Policy.

## **22 Staff training and development**

- (a) The Centre is committed to ensuring that employees maintain and develop their skills and knowledge, particularly through access to training. The Centre regards training and staff development as being inherent in an employee's employment.
- (b) The Centre will encourage employees to undertake training, and the performance appraisal system will be one method of identifying training needs. Training may be to enhance an employee's skills or knowledge in relation to their current position but may also be to assist them in their career development.
- (c) An employee may temporarily transfer to other duties to gain experience or undertake on-the-job training as part of an agreed staff development strategy.

## **23 Superannuation**

- (a) Calculated from the date of commencement, the Centre will contribute in respect of any eligible employee, the equivalent of 10% of gross salary or such other amounts as agreed from time to time, to the Health Employees Superannuation Trust of Australia, unless the employee nominates another qualifying fund.
- (b) The Centre will increase contributions in line with any requirements of the Commonwealth Superannuation Guarantee Scheme.

## **PART V - ALLOWANCES AND AMENITIES**

### **24 Traveling, motor vehicle and other allowances and reasonable expenses**

- (a) Where an employee has a motor vehicle which is covered by comprehensive insurance that covers use for work purposes, the Centre may request the employee to use their own vehicle for work. In the event of an employee agreeing, they are entitled to a vehicle allowance at the rate set out at Table 1. The allowance will be indexed each financial year by the same percentage that the Centre's Department of Community Services funding is indexed.
- (b) Where an employee who agrees to use their own vehicle for work has an accident whilst using the vehicle for work, the Centre will cover the cost of any insurance excess and will meet the cost of repairs not covered by insurance up to the maximum amount set out in

Table 1. As per (a) above an employee who does not have comprehensive insurance can not be asked to use their motor vehicle for work.

- (c) Clauses 24(a) and 24(b) apply only to registered vehicles with appropriate insurance that covers use for work purposes and employees with a current drivers licence.
- (d) The Centre will reimburse all reasonable expenses, including telephone calls, incurred by an employee in the course of carrying out their work, provided they are claimed on the appropriate form and proof of expenses is provided.
- (e) The Centre will meet the cost of a taxi or other secure transport from work to home where an employee is required to finish work after 9.00pm and the employee's usual means of transport is not a safe alternative.
- (f) An employee required to stay away from home overnight due to work commitments will be entitled to reimbursements of reasonable meal and accommodation expenses based on the guideline rates set out at Table 1 (except where accommodation and/or food has been paid by the Centre, e.g. as part of conference registration costs). An employee is entitled to seek an advance of likely expenses of up to 70% of anticipated expenses based on guideline rates set out at Table 1, but appropriate documentation detailing the expenses must be subsequently provided.
- (g) An employee who performs work outside their normal hours of work is entitled to reimbursement of reasonable child care costs.
- (h) An employee who is the designated First Aid Officer will be entitled to the first aid allowance as set out in Table 1.

## **25 Amenities**

- (a) The Centre will provide employees with:
  - (i) reasonable toilet and washing facilities;
  - (ii) adequate and appropriate facilities for tea and meal breaks, including a microwave oven, tea and coffee and adequate preparation facilities;
  - (iii) reasonable heating and cooling appliances to ensure the working environment is healthy and safe;
  - (iv) adequate and appropriate accommodation to enable employees to perform their duties; and
  - (v) secure storage space.

## **26 Access to the workplace for childcare**

- (a) An employee responsible for the care of a child shall be entitled to bring the child to work provided this does not conflict with the performance of the employee's or other employee's duties or pose a risk to the health of other employees.

## **27 Occupational Health and Safety**

- (a) The Centre will take all reasonable action to ensure the health and safety of employees and implement appropriate health and safety policies and practices.
- (b) The Centre will maintain a first aid kit to the standard recommended by the St John's Ambulance Society.
- (c) The Centre will not permit smoking on its premises.
- (d) When the Centre's employees are unable to work because a hazard within the working environment presents a real, or reasonably perceived, risk of injury or detriment to their

health, and no alternative work arrangement can be made, the resulting absence from work will be on paid time.

- (e) The preceding clause does not apply to an employee who is involved in a rehabilitation program, whether or not it is the subject of an employee's compensation claim, nor to an employee whose work environment has been modified to accommodate a physical or intellectual limitation; in each of these cases the relevant employee's compensation or anti-discrimination legislation will continue to apply.
- (f) Each employee will be entitled to a 10 minute break in each 60 minutes of continuous use of a keyboard and will not be required to operate a keyboard for more than four hours in total in a day.
- (g) These provisions are to be read in association with the Centre's "Occupational Health and Safety Policy and Procedures" which must comply with the requirements of Work Cover and are based on the Occupational Health and Safety Act 2000 and the Occupational Health and Safety Regulations 2001.

## **28 *Practicing Certificates and Professional Accreditation***

- (a) The Centre will meet the cost of any practicing certificate or other professional fees or accreditation an employee requires to fulfil the duties of their position.
- (b) Should an employee terminate their employment within three months of the Centre paying the cost of their certificate, fees or other accreditation then the employee will refund the Centre on a pro rata basis, or negotiate some similar arrangement with regard to the Centre being reimbursed for these expenses.
- (c) Where it is relevant to the employee's position, the entitlement to payment under this clause, including possible liability to reimbursement, will be set out in the employee's letter of appointment.

## **29 *Vicarious liability***

- (a) The Centre will be responsible in accordance with the Employees' Liability (Indemnification of Employer) Act 1982 to indemnify employees against any civil liability arising out of the course of employees' employment.

## **PART VI - LEAVE**

### **30 *General leave provisions***

- (a) Unless it is stated to the contrary, all leave counts as service.
- (b) Unless it is stated to the contrary, in exceptional circumstances with regard to Special Leave, Carers Leave and Sick Leave where it is fair and equitable to do so, the Centre may grant an employee additional periods of any leave under this Agreement.

### **31 *Sick Leave***

- (a) An employee is entitled to 15 days paid Sick Leave in each year of service. A person is entitled to Sick Leave where they are ill or injured, or they are caring for a member of their family, or a member of their household. If the full period of Sick Leave is not taken in any one year, the remaining entitlement will be cumulative from year to year. Unused Sick Leave cannot be paid out upon termination of employment.

- (b) Proof of such illness or injury of the employee, or the person in their care, shall be furnished by means of a certificate from a medical practitioner where three or more consecutive days absence has been taken.
- (c) An employee should make all reasonable efforts to give the Centre early notice of their absence from work and an indication of likely duration of absence.
- (d) The employer shall not terminate the service of an employee whilst on Sick Leave taken pursuant to subclause (a).
- (e) Where an employee would have been entitled to Sick Leave but for being absent on time in lieu, Sick Leave will be paid for the relevant period and the equivalent period of time in lieu will be re-credited.
- (f) Where an employee becomes sick or is injured while on Annual Leave or Long Service Leave such that he or she is unable to derive benefit from their Annual Leave or Long Service Leave, he or she shall be granted, at a time convenient to the employer, additional leave equivalent to the period of sickness or injury occurring within the scheduled period of Annual Leave. An amended leave form may be submitted with a medical certificate stating period of incapacity and the Annual Leave is to be re-credited with Sick Leave debited instead.

### **32 Carer's leave**

- (a) An employee is entitled to five days carer's leave in each year of service. Carer's leave is non-cumulative.
- (b) Carer's leave may be used when an employee needs to care for a person who is a member of their family, or member of their household.
- (c) Proof of the illness or injury of the person in the care of the employee shall be furnished by means of a certificate from a medical practitioner, or a statutory declaration, where three or more consecutive days absence has been taken.
- (d) An employee should make all reasonable efforts to give the Centre early notice of their absence from work.
- (e) Where an employee would have been entitled to carer's leave but for being absent on time in lieu, carer's leave will be paid for the relevant period and the equivalent period of time in lieu will be re-credited.
- (f) An employee other than a casual employee, with responsibilities in relation to a person covered in clause 32 (b) who needs the employee's care and support, shall be entitled to use, in accordance with this clause, any current or accrued Sick Leave entitlement, for absences to provide care and support, for such persons when they are ill. Such leave can be taken for part of a single day.
- (g) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this clause where another person has taken leave to care for the same person.

### **33 Workers compensation make-up pay**

- (a) Where an employee is receiving workers compensation payments under the Workers Compensation Act arising out of the employee's employment with the Centre, and those payments are less than the employee's salary under clause 18, the Centre will make up the difference by additional payments to the employee for a maximum period of 26 weeks commencing after the first 26 weeks of receiving compensation payments. The employee

and the Centre will make every effort to support a successful return where this is consistent with medical advice.

- (b) The employee may elect to use their Sick Leave credits to make up the shortfall in employees compensation payments if and when payments by the Centre under subclause 33 (a) have ceased.
- (c) The Centre's liability under subclause 33 (a) arises at the date of injury and the Centre remains liable for these payments even where the employee's employment has been terminated for any reason.
- (d) The liability of the Centre to pay make up payments under this clause is limited to a period of incapacity which occurs after this Agreement is registered or where the incapacity relates to an injury received within six months prior to the date of this Agreement.

### **34 Annual Leave**

- (a) An employee is entitled to four weeks Annual Leave in each year of service. Annual Leave will accumulate at the rate of one third of a week per month of employment.
- (b) After six weeks of employment, an employee may apply for accrued Annual Leave pro rata
- (c) The employee must formally seek approval from the Centre for leave and the Centre will consult other employees to check that the leave is consistent with the needs of the Centre.
- (d) Any public holiday during an employee's Annual Leave will be counted and paid as such, and not as Annual Leave, if the employee would otherwise have been entitled to that public holiday.
- (e) Annual Leave should not be accumulated beyond a maximum of six weeks. Where an employee has more than six weeks accumulated Annual Leave, the Centre may consult the employee about a suitable time to take such Annual Leave. An employee will not forfeit any leave entitlement accrued above six weeks, however the Centre may direct an employee, within three months of the excess leave accruing (or at any time after this), to take the excess leave and to do so within six months of the direction being given.
- (f) Annual Leave will not be paid unless the employee takes the corresponding period of absence from work, except at the end of an employee's employment, when the employee is entitled to payment as set out in subclause 34 (g).
- (g) When an employee finishes employment they will be paid all accrued Annual Leave plus any leave loading owing in the form of a lump sum payment at the time of leaving.
- (h) The rate of pay for Annual Leave is the ordinary rate of salary plus a leave loading of 17.5% of the gross salary for the period of leave. However, where the Centre has allowed an employee to anticipate future leave credits, leave loading will not be paid on that portion of annual leave until the date the leave credit would otherwise have accrued.
- (i) Where an employee would have been entitled to sick leave but for being on Annual Leave and, within three months an amended leave form is submitted with a medical certificate stating the period of incapacity of the employee, Annual Leave is to be recredited and sick leave debited instead.
- (j) The Centre may in appropriate circumstances allow an employee to anticipate future leave credits, provided that where an employee leaves the Centre before the leave is accrued, the employee will reimburse the Centre the amount of annual leave that has yet to accrue.
- (k) The provisions of the Annual Holidays Act 1944 also apply.

### **35 Public holidays**

- (a) Employees will be entitled to paid leave for a day duly proclaimed by the NSW Government as being a public holiday, in addition to all other leave.
- (b) By agreement between the Centre and an employee, another day may be substituted for any public holiday.

### **36 Leave during Christmas closure and Easter**

- (a) The Centre closes over the Christmas period, generally for the period from Christmas Day to the first working day after New Years Day. Staff will be granted 10 days of paid leave for use at this time, in addition to any proclaimed public holidays. The Centre will allocate the leave days to staff members via a roster system so that there is an even spread of staff at the Centre before and after the Christmas /New Year closedown period.
- (b) Staff are entitled to one day of leave immediately before or after the Easter holidays and this day is to be allocated to staff via a roster system.
- (c) The leave set out in subclauses 36 (a) and (b) is not annual leave and cannot be deferred or accrued or paid out on termination.

### **37 Leave without pay**

- (a) After six months from the date of employment, an employee shall be entitled, upon application, to five days unpaid leave in each 12 months of service. Where possible, reasonable notice must be given to the employer. If more than five days is required, this must be negotiated between the Director and employee.
- (b) The Centre may grant an employee leave without pay for any purpose.
- (c) Leave without pay in a block of more than five days does not count as service for purposes of leave entitlements under this Agreement. However it does not break continuity of service.

### **38 Long Service Leave**

- (a) Employees are entitled to, and accrue, paid Long Service Leave in accordance with the Long Service Leave Act 1955 (NSW), except as otherwise provided herein:
  - An employee shall be entitled to 13 weeks Long Service Leave after and in respect of 10 years service;
  - An employee shall be entitled to pro rata Long Service Leave after five years service.
- (b) An employee shall be entitled to take Long Service Leave at half pay to allow for the period of leave to be extended (for example should an employee have access to 13 weeks Long Service Leave and they elect to receive their Long Service Leave at half pay, they would be entitled to Long Service Leave of 26 weeks).
- (c) After five years service, accrued Long Service Leave credits will be paid out on termination of employment, including resignation or retirement. Any such payment shall be calculated on a pro rata basis less the number of weeks of Long Service Leave already taken.
- (d) Where, at any time after 12 months service, an employee resigns due to ill-health, supported by appropriate medical evidence, or is terminated on the grounds of invalidity under clause 49, accrued Long Service Leave credits will be paid out.

- (e) Where an employee would have been entitled to Sick Leave but for being on Long Service Leave and an amended leave from is submitted within three months with a medical certificate stating period of incapacity of the employee, Long Service Leave is to be re-credited with Sick Leave debited instead.
- (f) Long Service Leave will not be paid unless the employee takes the corresponding period of absence from work, except at the end of an employee's employment, when the employee is entitled to a lump sum payment at the time of termination as set out in clause 38 (c).

### **39 Parental & Adoption Leave**

#### *Parental Leave*

- (a) A female employee, after 12 months continuous employment at the Centre, shall, on production of a medical certificate stating the expected date of birth of her child be entitled to take up to 52 weeks parental leave.  
The first 14 weeks of such leave will be on full pay and the balance shall be unpaid. In the case of a pregnant employee the leave may be taken from within six weeks of the expected date of birth.
- (b) Any employee, after 12 months continuous employment, whose spouse, de facto or partner gives birth to a child shall be entitled to up to 52 weeks parental leave. The first four week's of such leave will be on full pay.
- (c) Where the employee, rather than their spouse, de facto or partner is to be the principal carer for the child and the spouse, de facto or partner is not taking Parental/Maternity Leave for the period in question, the first 14 weeks (or the remainder if any of the four weeks has already been taken), less any maternity/parental leave taken by their spouse, de facto or partner, shall be on full pay and the balance shall be unpaid. In the case of an employee whose spouse or de facto or partner is pregnant the leave may be taken from within one week of the expected date of birth.
- (d) Paid Parental Leave must be taken within 52 weeks of the child's birth. Unpaid leave must be commence within 52 weeks of the birth of the child. An employee may take paid Parental Leave in one block period or it may be spread out over a longer period.
- (e) The entitlement to paid leave may also be used for any absences due to pregnancy, miscarriage, still birth or termination.
- (f) A female employee while pregnant shall not be directed in the course of her work, to undertake tasks which may endanger her pregnancy.
- (g) There shall be no discrimination in employment on account of the possible or actual pregnancy of a female employee, or of possible or actual adoption of a child by a male or female employee.
- (h) Persons employed specifically to replace an employee taking parental leave, or other leave in respect of pregnancy, or the adoption of a child, or who has been transferred to a safe job, shall be fully informed of the temporary nature of their employment and of the conditions relating to the leave being taken by the employee who is being replaced.

#### *Adoption leave*

- (i) Adoption Leave is leave taken by a female or male employee in connection with the adoption by the employee of a child under the age of 16 years (other than a child who has previously lived continuously with the employee for a period of at least six months or who is a child or step-child of the employee or of the employee's spouse). Employees entitled to Adoption Leave shall be entitled to take up to 52 weeks Adoption Leave. The first 14 weeks of such leave will be on full pay and the balance shall be unpaid. One partner must be nominated at



the time of the adoption as the principal carer and that person is entitled to 14 weeks paid Adoption Leave. Their partner is entitled to four weeks paid Adoption Leave. The person not nominated at the time of the adoption as the principal carer may take additional paid Adoption Leave of up to 14 weeks (less the four weeks taken as well as any Adoption Leave taken by their partner).

- (j) Paid Adoption Leave must be taken within the first 52 weeks of the child being adopted. Unpaid Adoption Leave must commence within 52 weeks from the date of adoption. An employee may take paid Adoption Leave in one block period or it may be spread out over a longer period.
- (k) An employee who is seeking to adopt a child is entitled to up to two days paid leave if the employee requires that leave to attend compulsory interviews or examinations as part of the adoption procedure.

#### *General provisions relating to Parental Leave and Adoption Leave*

- (l) Employees are also entitled to the maternity, paternity and adoption leave provisions of the NSW Industrial Relations Act 1996, as amended.
- (m) Absence on unpaid parental leave or unpaid adoption leave does not break continuity of service but does not count as service for the purposes of calculating increments or any entitlements to leave under this Agreement.

#### **40 *Compassionate Leave***

- (a) An employee shall be entitled to up to five days leave without loss of pay in the event of the death or serious illness or serious injury of a member of family or household or of a close friend. The Director may extend this period of leave for up to a further 5 days, either with or without pay, on compassionate grounds. Any further extension must be referred to the Staffing and Finance Committee.

#### **41 *Jury Leave***

- (a) An employee shall be entitled to leave to attend compulsory jury duty. Where payment for such service is less than the amount would have received in respect of the ordinary time he or she would have otherwise worked, the employer shall pay the employee the difference for the period of jury duty.
- (b) The employee will notify the Centre as soon as possible of the date on which they are required to attend for jury service. They will also provide documentary proof of their attendance, the duration of such attendance and the amount received.

#### **42 *Religious/Traditional/Cultural Law Leave***

- (a) An employee shall be entitled to two days paid leave (non-cumulative) in each year of service for attendance to religious or traditional law matters or recognised cultural activities. An employee shall give reasonable notice of their intention to take such leave.

#### **43 *Education and Professional Development Leave***

- (a) An employee is entitled to five days paid leave (or the weekly equivalent) in each 12 months of employment for study related to the work of the Centre and/or for approved professional development. This can be extended up to ten days paid leave (or the weekly equivalent) in each 12 months of employment where consent by the Director is given.

- (b) An employee shall be entitled to a further five days leave without pay in each 12 months of employment (unless the Director determines otherwise) for study related to the work of the Centre and/or for approved professional development.
- (c) An employee nominated by the Union for training shall be entitled to three days leave per annum to attend Trade Union Training Authority courses. An employee shall give two weeks notice of attendance at such a course.

## **PART VII - COUNSELING GRIEVANCE AND DISPUTE PROCEDURES & DISCIPLINARY PROCEDURES, TERMINATION, INTRODUCTION OF CHANGE, AND REDUNDANCY**

### **44 *Counseling***

- (a) An employee shall be entitled to paid counselling to assist them with any work related problem or any issue which impacts on their work capacity. An employee is entitled to a maximum of six hours paid counselling per problem. This six hours comprises four hours during work hours and an additional two hours outside work hours if the problem affects non-work life. The counselling must be undertaken by a registered practitioner.

### **45 *Grievance and dispute settling procedures***

- (a) The Centre and its employees recognise that individual and group problems arise from time to time and it is necessary to resolve these problems quickly. The Board of Directors and employees are committed to resolving grievances through open communication and in a manner consistent with cooperative work practices.
- (b) A grievance includes a complaint or dispute, including one between the parties to this Agreement, involving the meaning of or application of any provision of this Agreement and may also include the following:
  - any condition of employment, or any provision of this Agreement, and the meaning of, or the way it is applied by the Centre; or
  - a decision of the Centre/ Board of Directors which affects an employee or group of employees; or
  - the behaviour or conduct of another employee or of a member of the Board of Directors; or
  - any discrimination, harassment or bullying; or
  - any decision or action taken under the Counselling & Disciplinary Procedure of this Agreement; or
  - any other matter that affects an employee in their employment.
- (c) At all stages of the grievance process the Centre will ensure that the principles of natural justice are observed and employed.
- (d) At all stages of the grievance process the Centre will ensure that the privacy of all parties affected is respected and confidentiality observed.
- (e) *Informal process*

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

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

(f) *Formal process*

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

*Step 1*

The employee(s) should raise the grievance in writing with the Director (unless the Director is the subject of the grievance in which case the grievance should be given to the Chair of the Board) and the Director will make every attempt to resolve the matter promptly. In doing so the Director will acquaint the respondent with the nature and specifics of the complaint in writing. The Director may pursue the full range of informal, formal and mediated meetings to resolve the matter and may require the employee with the grievance to provide further details of the issues in writing.

*Step 2*

If the matter remains unresolved, the employee(s) should request the Director (or Chair where the Director is the subject of the grievance) to refer the grievance to the Staffing and Finance Committee and the employee(s) should provide detail of their grievance in writing.

The Chair will convene a meeting of the members of the Staffing and Finance Committee within 14 days and the Committee will attempt to resolve the matter as promptly as possible, in a manner consistent with natural justice principles and which allows all viewpoints to be considered.

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

*Step 3*

Where the matter remains unresolved, the Staffing and Finance Committee will make a recommendation to the Board for a final determination of the matter.

*Step 4*

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

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

**46 *Counseling and disciplinary procedures***

- (a) This clause sets out the procedures to be followed where a problem arises with respect to the performance of a member of staff.

(b) **General Principles**

Counselling and disciplinary action is aimed at improving the performance of an employee or correcting their behaviour, with a view to maintaining an appropriate standard of service by the Centre. A problem solving approach should be adopted, rather than a punitive one.

The Centre will ensure that the principles of natural justice are observed and employed at all stages of the counseling and disciplinary process.

The employee may lodge a grievance (under the grievance & dispute settling procedures set out in clause 45 ) about any action or decision taken under this section.

Any problem with a staff member's performance should be identified informally and early action should be taken immediately to overcome them.

A problem should always be discussed in the first instance informally, without placing the matter on record, unless it is serious enough to be considered a "matter of substance".

A "matter of substance" is a matter brought to the attention of a member of staff in writing which lays charges or reviews a staff member's work or conduct or questions the person's competence or continuity of employment.

(c) **Procedure for dealing with problems informally**

The Director should identify the problem in an interview with the staff member and allow the staff member the opportunity to respond.

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

The Director should inform the staff member at the end of the period of time whether the problem has been resolved or whether further action is to be taken.

(d) **Procedures for dealing with a "matter of substance"**

i) **Interview**

The Director (or in the case of the Director), the Chair or another designated Board of Directors member, should interview the staff member and identify the problem. The staff member should be allowed the opportunity to respond and to have another member of staff of their choice, or a union representative present.

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

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

Both the Director and the staff member are to propose measures they will take to help implement the strategy for overcoming the problem.

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

ii) **Further action**

As soon as practicable after the final interview, the staff member will be informed in writing by the Director that:

-no further action is necessary; or

-there is a need for improvement in performance and the matter will be reviewed at a later date; or

-there are specific matters which have caused concern and that any recurrence of those matters may result in further action being taken.

### **iii) Procedure for Review**

Where the staff member is informed that his or her performance is to be reviewed at a later date, the Director will inform the person in writing of:

- the aspects of performance to be reviewed and the nature of the improvement required;
- the method that will be used to conduct the review;
- the name(s) of the person(s) which will conduct the review;
- the approximate time(s) at which the review will be carried out;
- the nature of any special assistance that will be made available during the course of the interview.

### **iv) After the Review**

At the end of the review period, a further interview shall take place under the same provisions for interview as set out under section D above. At this interview a firm determination must be reached and must be given to the staff member in writing.

If the determination is that the work of the staff member is now satisfactory then the employer shall not review the employee on the same matter again within a six month period, and if these same matters are to be raised again, then the procedure must be commenced again.

If after the process of review the required improvement in performance has not been achieved, it may be decided to terminate the employee's appointment on the provision of two weeks notice. This may happen either by the employee's resignation or by termination procedures in Clause 47.

## **47 Termination of employment**

- (a) Termination of employment will not be harsh, unfair or unreasonable having regard to all the circumstances.
- (b) An employee's employment may be terminated by the Centre only through:
  - summary dismissal;
  - the counselling and staff performance procedures;
  - invalidity; or
  - redundancy.
- (c) An employee will give at least two weeks and preferably four weeks, notice of resignation or retirement.
- (d) Upon termination of employment for any reason the Centre will give the employee a certificate of employment containing the following:
  - employee's name;
  - period of employment;
  - title of position;
  - salary scale;
  - nature of work, including numbers of staff supervised, if applicable; and
  - name of employer organisation.

#### **48 Summary dismissal**

- (a) Nothing in this Agreement limits the power of the Centre to summarily dismiss an employee for serious misconduct, which may include wilful disobedience, dishonesty, fraud, sexual harassment, physical assault, breach of confidentiality or abandonment of employment, provided that in addition to other entitlements, two weeks payment of salary in lieu will be made.

Such a decision to summarily dismiss must be taken by a two-thirds majority of members of the Board of Directors based on a recommendation of the Staffing and Finance Committee.

- (b) The Staffing and Finance Committee may decide, given the circumstances of the employee's conduct or the implications for the Centre's operations, to suspend the employee with pay, pending a decision by the Board of Directors.

#### **49 Invalidity**

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

#### **50 Redundancy and the introduction of change**

- (a) The Centre will notify and fully consult its employees and the Union in advance of any change, for example, in funding, budget allocation, technology, work practices, policy or work structure, that has the potential for significant effects on the employment status,

classification, job responsibilities, retraining needs, job opportunities, tenure, hours of work or location of work of any employee. The Centre will make all efforts to avert or minimise disadvantage to individual employees arising from any of the above.

In accordance with these principles, the Centre will not take any pre-emptive action until full consultation with staff has been undertaken.

- (b) Where the Centre, following consultation in accordance with subclause 54 (a) decides that a specific employee's:
- employment must be terminated through redundancy;
  - hours of work must be reduced; or
  - classification and/or salary must be reduced;

the Centre will immediately notify in writing the employee affected. The Centre will enter into consultations with the employee and demonstrate that there is no reasonable alternative to the proposed action and that other options have been canvassed. The Centre will make genuine attempts to secure employment for the affected employee at another community legal centre, should the employee request this.

- (c) Prior to giving notice to a specific employee of termination or reduction of hours under subclause (b), the Centre may invite expressions of interest from other employees to reduce their hours or to take voluntary redundancy in substitution of the specified employee.

The Centre must seriously consider any such expression of interest from another employee and will not unreasonably refuse the offer where the substitution will not materially affect the Centre's operations, having regard to the skills, experience and retraining opportunities of both employees.

An employee who volunteers under this subclause is entitled to four weeks notice and severance pay under the SACS Award and other conditions under this Agreement as if the employee was the subject of the decision under subclause (b).

- (d) An employee is entitled to at least four weeks written notice before the Centre implements a decision referred to at subclause (b), or implements a decision to significantly alter an employee's job responsibilities (where that change does not also involve a reduction in salary). Employees being terminated for "technological" reasons will be given three months notice.
- (e) An employee who is subject to a decision at subclause (b) is entitled to severance pay or equivalent salary maintenance as per the SACS Award.
- (f) Except where the fixed term expires, fixed term employees who have been employed for at least 12 months at the time of the decision to terminate employment are entitled to the full severance pay and notice period. Fixed term employees of less than 12 months employment are entitled to pro rata notice and severance pay.

However, the combined period of notice and severance pay to a fixed term employee is to be reduced by the period it exceeds the end of the fixed term employee's contracted employment.

- (g) An employee who had been made redundant within the last 12 months will be given preference in employment for any advertised vacancy where they and another applicant are otherwise of equal merit.

Within 12 months of the redundancy occurring, the Centre will make every effort to notify that employee of any available position within the Centre which is the same or of similar work.

- (h) An employee may terminate their employment before the end of the four week notice period under subclause (d). The employee will still receive the severance pay or salary maintenance payments, but will not be paid out the remainder of the notice period.
- (i) During the four week notice period under subclause (d), an employee is entitled to one day per week on paid time to seek alternative employment.
- (j) The Centre may, in respect of a specific termination under this clause, apply to the NSW Industrial Relations Commission to reduce the severance payments on the basis of financial incapacity to pay. The Centre may not make such an application in respect of an employee who elects to take voluntary redundancy under subclause (c).

**51 Union membership**

- (a) The Centre supports the role of the Union in representing employees and will encourage all existing and new employees to be members of the Union, and will provide all new employees with a Union membership application.
- (b) The Centre will not obstruct legitimate union activity by employees or a Union official, will allow a reasonable time for union activities on paid time, including Union conferences or representative committees, and will not disadvantage or victimise employees involved in legitimate industrial action.
- (c) The Centre will not refuse an employee access to payroll deductions to the Union.

**Table 1 - Miscellaneous allowances and payments**

<b>Motor vehicle rates</b>	
(a)	\$0.50 per kilometre
<b>Maximum total payment for motor vehicle accident excess and repair costs not covered by insurance.</b>	\$300
<b>Meal rates</b>	
(a) Breakfast	\$15
(b) Lunch	\$18
(c) Dinner	\$30
<b>Accommodation rates</b>	
Capital City	\$120 per day
Elsewhere	\$70
First aid allowance	\$7.72 per week \$1.54 per day

**SIGNATORY PAGE**

Signed for and on behalf of )  
**Welfare Rights Centre** )  
 by [name and position of signatory] )

Signed for and on behalf of )  
**AUSTRALIAN SERVICES UNION** )  
 by [name and position of signatory] )