

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/299

**TITLE: Combined Community Legal Centres' Group (CCLCG)
Enterprise Agreement 2006**

I.R.C. NO: IRC6/3147

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Combined Community Legal Centre's Group NSW, located at 3B, 491 Elizabeth Street, Surry Hills NSW 2010, who fall within the coverage of the Social and Community Services Employees (State) Award.

PARTIES: Combined Community Legal Centres' Group NSW -&- the Australian Services Union of N.S.W.

**COMBINED COMMUNITY LEGAL CENTRES' GROUP (NSW) INC.
ENTERPRISE AGREEMENT 2006**

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PART I OPERATION OF THE AGREEMENT

1 Coverage and Title of Agreement

This Agreement is to be known as the Combined Community Legal Centres’ Group (CCLCG) Enterprise Agreement.

This agreement governs the terms and conditions of employment of all employees of CCLCG.

This agreement shall be read in conjunction with the NSW Social and Community Services Employees (State) Award, as extant as at 24/03/2006, provided that where there is any inconsistency between the Award at that time and this Agreement, this Agreement shall prevail to the extent of inconsistency.

Should any changes occur to the Award after the above date and 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 Union in respect of all its employees who are eligible to be members of the Union. 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) CCLCG

(b) All current and future employees of CCLCG

(c) 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 Commission and continue in force for a period of three years.

4 Variation of Agreement

The parties may agree that during the life of this Agreement, the terms may be varied by consent.

5 Access to this Agreement

A copy of this Agreement will be provided to all existing and new employees and a copy will be kept in a place accessible to all employees.

6 Purpose, interpretation and definitions

(a) This agreement applies to CCLCG which is a peak body representing and resourcing community legal centres in NSW. CCLCG is also a community organisation that works for social justice and human rights. In keeping with this philosophy, CCLCG encourages co-operative work practices between employees and between employees and the Board.

(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 CCLCG.

(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 CCLCG Enterprise Agreement

“CCLCG” means the management of the Combined Community Legal Centres’ Group (NSW) Inc acting as the employer – this may be the Board, the Staffing Subcommittee, and/or the Director acting with delegated management powers

"Commission" means the Industrial Relations Commission of NSW

“Staffing Subcommittee” means the group comprised of Board members as declared by the Board. It has some delegated management powers within CCLCG.

“Board” means the Board of Directors as set out in the CCLCG Rules and Objects. The Board has overall management responsibility for all employees, however some responsibilities are delegated to the Staffing Subcommittee and to the Director of the State Office

“Employee” means an employee of CCLCG

“Union” means the Australian Services Union of NSW

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

PART II ENGAGEMENT OF EMPLOYEES

7 Terms of engagement

Prior to commencing employment, CCLCG will give each new employee a letter of appointment setting out:

- (a) the employee's job description and position title;
- (b) their status – whether they are:
 - permanent (full-time or part-time)
 - fixed term (full-time or part-time)
 - casual, or
 - under a subsidised employment scheme
- (c) the employee's usual days and hours of work, if the employee is part-time or days and hours are to be different to the office's core hours set out in clause 18;
- (d) the employee's pay rate under this Agreement; and
- (e) that a copy of the Agreement and the SACS Award are available for the employee.

8 Permanent Employment

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.

9 Full-time employment

- (a) An employee not specifically engaged as part-time, casual or subsidised employment scheme is defined as a full-time employee and entitled to full-time benefits.
- (b) Full-time employees shall be paid a minimum of two hours on each day they work.

10 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 (i.e. 70 hours).
- (b) Part-time employees shall be paid a minimum of two hours on each day they work.
- (c) A part-time employee shall negotiate with CCLCG prior to the commencement of their employment regarding the days and hours they will regularly be working – these are called the employee's "usual" days and hours.
- (d) A part time employee may, with the agreement of CCLCG, change their usual days or hours in a day or total hours of work in a fortnight. This should be put in writing.
- (e) Unless specifically stated, a part time employee shall be entitled to all benefits under this award on a pro rata basis.
- (f) Part-time employees shall be paid an hourly rate calculated on the basis of 1/35th the appropriate weekly rate set out in Table 1.
- (g) A full time employee may negotiate with CCLCG to convert their position to part-time, either permanently or for an agreed temporary period.
- (h) A 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 CCLCG with a view to reverting to full time hours before the end of the agreed period.

- (i) For negotiations in (g) and (h) above, CCLCG should consider factors including
- The employee's circumstances, including whether unusual circumstances have arisen
 - The length of employment with CCLCG
 - The impact of going part-time, or returning to full-time, on other employees and on the work of CCLCG
 - CCLCG's commitment to a flexible and family-friendly workplace
 - CCLCG's budget.

11 Fixed term employment

- (a) A fixed term employee is specifically engaged to work for no more than 52 weeks, either full-time or part-time:
- in a position which is temporary in nature for a specified period of time;
 - for the completion of a specified task[s] or project; or
 - 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 pro rata basis.
- (c) When offering employment on a fixed term basis, CCLCG will advise the employee in writing of the temporary nature of the employment, the duration of employment, and that employment beyond the period is not expected.
- (d) If within 3 months of ending fixed term employment with CCLCG a employee is subsequently re-employed as a permanent employee, the fixed term employment shall be recognised as service under this Agreement for calculating leave entitlements, provided that the employee has not taken or received payment in lieu of those leave entitlements.
- (e) The employment of a fixed term employee may be extended once only, for an additional period of up to six months.

12 Casual employment

- (a) A casual employee shall mean an employee employed to perform work of a short-term and/or irregular nature (but also note sub clause (h) below).
- (b) A casual employee shall be paid for a minimum of two hours at the appropriate rate for each engagement.
- (c) A casual employee will be informed in writing upon engagement that:
- they are hired by the hour;
 - subject to being paid a minimum engagement of 2 hours a day, they will be paid for actual time worked, and timesheets must be provided;
 - they are not entitled to payment for public holidays not worked nor payment for paid leave of any type other than Long Service Leave.
- (d) A casual employee shall be paid an hourly rate equal to 1/35th of the weekly rate of the appropriate salary set out in Table 1 plus an additional loading of 15%. Weekly rates are calculated by dividing the annual salary by 52.14.
- (e) Pursuant to the Annual Holiday's Act 1944, casual employees are entitled to payment in lieu of annual leave at the end of each engagement in addition to their hourly rate of pay, that is an amount equal to 1/12th (loading of 8.33%) of employee's ordinary pay for the period of their engagement.
- (f) To calculate the appropriate rate of pay for casuals the formula is:
Appropriate hourly rate + 15% = subtotal (1) + 8.33% = total

(g) Casual employees will be paid fortnightly based on timesheets provided.

(h) Secure Employment

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

A casual employee engaged by CCLCG on a regular and systematic basis during a calendar period of six months shall have the right to elect to have his or her employment converted to permanent full-time or part-time employment, through the following process:

- (i) Within four (4) weeks of the employee having attained a period of six months, CCLCG shall give the employee notice in writing of the right to convert under this sub clause;
- (ii) The employee, upon receiving notice under sub clause (i) or, if CCLCG fails to notify the employee, after the expiry of the time for giving such notice, may then give four (4) weeks' notice in writing to CCLCG that he or she seeks to elect to convert their casual employment to full-time or part-time employment;
- (iii) Within four (4) weeks of receiving such notice from the employee, CCLCG shall consent to or refuse the election, such consent not to be unreasonably withheld;
- (iv) An employee who does not, within four (4) weeks of receiving written notice from CCLCG, elect to convert their employment to full-time employment or part-time employment will be deemed to have elected against any such conversion;
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with CCLCG;
- (vi) If a casual employee has elected to have their employment converted to full-time or part-time employment, CCLCG and employee shall discuss and agree upon whether the employee will convert to full-time or part-time employment - as a general rule, an employee has the right to convert to permanent employment on the basis of the same number of hours and times of work as previously worked as a casual;
- (vii) Where it has been agreed that the employee will become a part-time employee, CCLCG and the employee shall agree on the usual hours and days to be worked, consistent with clause 10 of this Agreement;
- (viii) The terms and conditions of the employee converting from casual employment will be the same as the terms and conditions of a part-time or full-time (as appropriate) employee as set out in this Agreement;
- (ix) If the employee elects not to convert to permanent employment after the first 6 months, but they continue working on a similar basis, on every 12 month anniversary of the employee's employment by CCLCG as a casual employee, CCLCG must repeat the conversion election process set out above from (i) to (viii);
- (x) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this sub clause.

13 Subsidised Employment Schemes

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

14 Job Descriptions

- (a) An employee's job description, as provided to them by CCLCG under clause 7, will not be altered except by agreement between CCLCG and the employee.
- (b) Individual job descriptions will be reviewed annually through the Staff Performance Appraisal – see clause 15.

15 Staff Supervision, Training & Development, and Performance Appraisal

- (a) Management and staff of the CCLCG are committed to working together to create a productive, supportive and happy working environment. This environment should encourage each staff member to continuously work towards reaching his or her maximum potential. An environment which supports its staff, through increasing their capacity, performance and satisfaction, is likely to increase overall organisational productivity.
- (b) **Staff Supervision** is a regular and ongoing mechanism for ensuring staff support and development in the workplace. At a minimum, monthly supervision sessions are provided to all staff as means of ensuring that staff are
- Working to their workplans
 - Able to review problems/concerns in the workplace or with their workplan
 - Able to seek assistance when they need it
 - Provided with feedback on their work, including recognition of achievements
 - Assisted to identify training and development opportunities
 - Accountable to the organisation.
- (c) CCLCG recognises that **staff training and development** are inherent in an employee's employment and are essential to the provision of a quality service, because such training improves staff members' capacity, performance and satisfaction. For this reason, CCLCG encourages and assists all staff to attend relevant training and development. The CCLCG Staff Training and Development Policy and Procedure sets out this commitment, including the allocation of no less than 2.5% of CCLCG's annual payroll for staff training and development.
- (d) In addition to staff supervision and staff training and development assistance, CCLCG has a formal, structured system of **performance appraisal**. Performance appraisals are conducted for each staff member after three months of employment, and at each 12-month anniversary of employment. Performance appraisals are a means to ensure staff have the opportunity to reflect on their work performance and are assisted to identify their development and training needs and establishing achievable goals over an extended period of time. At the annual Performance Appraisal, CCLCG and the employee can agree to change the job description. Performance appraisals are independent of counselling or discipline action and are not linked to salary increases.

16 Confidentiality

CCLCG will maintain the confidentiality of all matters relating to or affecting the employment of an individual employee, subject to any provision within this Agreement or under legislation which allows otherwise.

17 Occupational Health and Safety

- (a) CCLCG is responsible for the Occupational Health and Safety of all employees. CCLCG will take all reasonable action to ensure the health and safety of employees by observing obligations under relevant law and implementing an Occupational Health and Safety Policy and Procedure.
- (b) Consultation will take place with employees in relation to the development, implementation and monitoring of specific systems, programs, procedures and issues including corrective action and recommendations affecting health, safety and welfare. To ensure effective and meaningful consultation between CCLCG Board and staff, the Board shall nominate an OHS Board Representative. An OHS Staff Representative will be elected by a majority of staff at a staff meeting, for a period of two years. If the OHS Staff Representative takes leave for more than two months, staff shall nominate a replacement. The CCLCG Board will ensure that the OHS Staff Representative receives 4 day training with an accredited trainer, such training to be paid by CCLCG and to be organised as soon as practicable after the OHS Staff Representative's appointment.

- (c) The CCLCG Board is committed to responding promptly and seriously to OHS suggestions and concerns raised by staff or the OHS Staff Representative. CCLCG will not dismiss or otherwise disadvantage an employee due to their efforts in ensuring a safe office, for example because they
 - Have made a complaint about health or safety
 - Are the OHS Staff Representative, or
 - Are exercising any of the functions of the OHS Staff Representative.
- (d) On commencement of every new employee's employment, CCLCG shall provide them with
 - A copy of the CCLCG OHS Policy and Procedure
 - An assessment of the employee's workstation for their needs (within 4 weeks).
- (e) CCLCG shall conduct an annual OHS Report.
- (f) CCLCG recognises the right of the Union to enter and inspect premises where they have received a complaint about OHS in the workplace.

PART III HOURS OF WORK

18 Hours of work

- (g) The ordinary full-time hours of work are 70 hours per fortnight based on a 35-hour week. An ordinary day is 7 hours per day, excluding meal-breaks.
- (h) The above sub-clause applies to part-time employees on a pro rata basis, except that CCLCG may require the employee to work their hours on a nominated number of ordinary days (e.g. 3 days per week). Prior to commencement of employment, CCLCG and the part-time employee will decide on the employee's regular or **usual days** and/or hours of work (if these are to be different to the office's core hours). Any changes to these days must be approved by CCLCG.
- (i) Any travel on official business (but not travel to and from home and the State Office) shall be treated as time worked. Where travel is 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.
- (j) Periods of ten minutes shall be allowed to employees for morning and afternoon tea and such periods shall be included in the ordinary hours of work.
- (k) A meal break of not less than 30 minutes shall be allowed each day. No employee should be required to work more than 5 hours continuously without a meal break.
- (l) Time spent working at home, with the prior approval of CCLCG, shall be counted as hours worked.
- (m) **Ordinary hours of work** are to be worked within the **span of hours** between **7am and 8pm** from Monday to Friday.
- (n) **Core hours**, where an employee is expected to be in attendance at CCLCG office or otherwise on CCLCG business (e.g. attending meetings), are between **10am and 3pm** each working day. If part-time employees have negotiated for different hours with CCLCG prior to commencement of employment, these hours are to be set out in their terms of engagement.

19 Employee to keep time-sheets

- (o) All employees including the Director shall keep timesheets of time worked, and all non-casual workers shall also keep details of Time-In-Lieu accrued/debited.
- (p) Timesheets must be submitted to CCLCG every fortnight.

- (q) The Director shall make every effort to ensure that an employee does not consistently work beyond their usual hours of work. Action to be taken may include modification of workplan if necessary.

20 Flexible working hours and Time-In-Lieu

- (r) Flexible working hours is a system of attendance whereby employees select their starting and finishing times from day to day. This system aims to balance flexibility for individual employees with healthy work practices that minimise stress, while taking into account the operational needs of CCLCG.
- (s) Staff may complete their ordinary hours of work between the span of hours 7am to 8pm, but should be in attendance during the period of core hours 10am to 3pm.
- (t) The arrangements in this clause apply to part-time employees on a pro rata basis in accordance with their fortnightly hours of work.
- (u) Where an employee works more than 70 hours in a fortnight (or pro rata for part-time), the excess hours will be accumulated as credit hours.
- (v) Once accrued, and subject to the prior approval of the Director, an employee is entitled to take off Time-In-Lieu (TIL) of credit hours worked. CCLCG shall not unreasonably refuse a request for time off to reduce credit hours. This may include taking a period of 35 hours (pro rata) in TIL all at once, provided that reasonable notice is given, and taking into account the operational needs of CCLCG.
- (w) The number of credit hours carried forward by an employee at the end of each fortnight shall not exceed 35 hours (pro rata) without the prior agreement of CCLCG.
- (x) Where more than 35 credit hours (pro rata) are accrued, CCLCG and the employee shall develop a plan to immediately reduce credit hours. If an employee fails to conform to the plan or otherwise reduce their credit hours to below 35 (pro rata), the employee should be warned that those credit hours in excess of 35 (pro rata) may be forfeited. If hours are forfeited, a note must be made in the employee's personnel file to this effect.
- (y) Where an employee works less than 70 hours a fortnight (pro rata), the shortfall may be accumulated to a limit of 35 debit hours (pro rata), subject to prior arrangements being made with CCLCG to eliminate the debt.
- (z) Employees will not be paid out any credit hours at the end of employment unless there are exceptional circumstances and unless approved by CCLCG Board. As an alternative, CCLCG may allow the employee to take TIL just prior to formally ceasing employment with the organisation. Any debit at the end of employment may be deducted from salary.

21 Overtime

- (aa) Overtime means time worked, with the prior authorisation or direction of the Director, outside the ordinary span of hours of CCLCG (ie on the weekend, or before 7am or after 8pm during the week). Once overtime has been authorised or directed, and the overtime has been worked, the employee's timesheets must reflect the dates, times worked, and effect on TIL.
- (bb) Employees will be required by CCLCG to perform overtime only after being given reasonable notice or in emergency situations.
- (cc) While hours worked within ordinary hours are accrued within the Time-In-Lieu system at the rate of 1 for 1, overtime hours accrue at a greater rate.
- (dd) Any hours worked overtime will be recompensed by taking time in lieu of overtime at the following overtime rates:
- 1.5 x for the first three hours
 - 2 x every hour thereafter.

- (ee) Despite the SACS Award having provision for the payment of overtime, employees have agreed that any hours worked overtime will be recompensed through the time in lieu system (at relevant overtime rates set out above) and by leave during the Christmas closure (clause 39).
- (ff) Employees will not be paid out any overtime accrued as TIL at the end of employment unless there are exceptional circumstances and unless approved by CCLCG Board. As an alternative, CCLCG may allow the employee to take overtime accrued as TIL just prior to formally ceasing employment with the organisation.

22 Call Back

- (a) Where an employee is “called back” to work having left the place of employment, they will be entitled to a minimum payment of 2 hours work at the overtime rate without necessarily having to work that full period.
- (b) Where the work performed on a call back falls on a day of time-in-lieu, the employee will be allowed to be absent on another day as time in lieu.

PART IV CLASSIFICATIONS, WAGES AND SUPERANNUATION

23 Rates of pay

- (a) The CCLCG salary scale for the term of this Agreement is set out in Table 1.
- (b) Full-time, part-time and fixed term employees shall move from level to level within a grade after each 12 months’ continuous service. Unpaid leave is not included when calculating the length of continuous service.
- (c) The salary scale was set above the SACS award and it shall not fall below the equivalent rate of the SACS award as it stands at any time.
- (d) For the term of this Agreement, salaries in the salary scale will increase annually on 1 July by 3.5% as shown in the salary scale. However if relevant CPI in any year is greater than 3.5%, a revision to the salary scale may be negotiated.
- (e) Salary rates may be increased but not decreased.
- (f) The applicable salary scale of this Agreement shall be Table 1 as revised at any time by the CCLCG Board.

24 Classifications

- (a) Table 2 sets out CCLCG position classifications.
- (b) Positions will be classified by CCLCG prior to the recruitment process for a vacant position and shall be recorded in the Job Description.

25 Higher Duties

- (a) An employee called upon by CCLCG to perform the duties of another employee in a higher classification under this Agreement for any consecutive 5 days (5 usual days for part-time employees) 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 above, 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 wage.
- (d) The payment paid under this clause shall be considered the employee's ordinary rate of pay for all purposes while the employee is in receipt of the higher duties payment.

26 Superannuation

- (gg) CCLCG shall contribute to a superannuation fund as specified in sun clause (c) below such superannuation contributions as required to comply with the *Superannuation Guarantee (Administration) Act 1992* as amended from time to time.
- (hh) An employee may make additional contributions to the Fund by authorising CCLCG in writing to pay specific amounts into the fund, in accordance with the Fund's trust deed and rules. CCLCG must commence making such payments within 14 days of the written authorisation from the employee.
- (ii) The "Fund" shall mean the Health Employees Superannuation Trust Australia (HESTA) or any complying Fund.

27 Payment of wages

- (a) Wages 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 CCLCG and the employee.
- (b) The fortnightly rate of salary for full-time, part-time or fixed-term employees is equivalent to the annual gross salary divided by 26.07.
- (c) Wages shall be paid during working hours on a weekday which is not more than 5 days following the end of a pay period. The payday once selected shall not be changed without the agreement of a majority of the employees
- (d) CCLCG will deduct from salary income tax required to be paid to the Australian Taxation Office and such other amounts as are authorised in writing by the employee.
- (e) Each employee will receive a pay slip on or before payday, 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, wages 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.
- (g) CCLCG must keep timesheets and pay records for employees at the State Office for at least six years.

28 Salary packaging

- (a) Salary packaging means that an employee will have part of their gross salary packaged into a fringe benefit which does not constitute a direct payment to the employee but is payable to a bona fide third party.
- (b) For so long as CCLCG's taxation status permits, CCLCG offers all permanent employees, and fixed term employees appointed for an initial period of at least 6 months, the option of a salary package. Salary packaging is voluntary for employees.
- (c) Without being limiting, examples of payments CCLCG can make under this arrangement include the repayment of a personal or home loan, rent, electricity or other utility bills, or payments towards an employee's voluntary superannuation fund. The payment must not be made to the employee personally or to a dependent. Credit card repayments may come under this clause but only if they are to repay a debt and not a cash advance. Employees must prove for every credit card payment that they have a debt on their card greater than the amount they have requested to be paid from their salary package.

- (d) Under the salary package arrangement the employee is entitled to a maximum of 4 cheques or electronic payments a month (provided that CCLCG has the facilities for electronic transfers), made out/directed to a nominated recipient. Where cheques are drawn, it is the employee's responsibility to forward the cheque to the recipient.
- (e) In responding to third parties that the employee has authorised to confirm the employee's salary, for example loan creditors in advance of finalising a loan, CCLCG will quote the annual gross salary the employee receives before salary packaging.
- (f) The amount of an individual employee's gross salary to be subject to the salary package arrangements will be negotiated between that employee and CCLCG, taking into account any restrictions imposed by the Australian Taxation Office.
- (g) Employees that choose to take up the offer of a salary package shall receive details of the agreement in writing, including
- Their gross salary before packaging
 - The amount of their salary to be packaged
 - The usual cheques/payments to be provided each fortnight/month – the amount and the recipient, and
 - Their net salary after packaging and after tax (take-home pay).
- (h) Any changes by the employee of usual cheques/payments, or requesting to cancel or commence salary packaging, must be made in writing to CCLCG with one month's notice.
- (i) The Fringe Benefit Tax year is set by the ATO as 1 April – 31 March. CCLCG requires all salary packages to be expended by 31 March with no carry-over into the next FBT year.
- (j) The calculation and payment of all annual leave, leave loading and employer superannuation contributions will be based on the annual gross salary the employee receives before salary packaging as outlined in Table 1.
- (k) In the event that CCLCG withdraws from a salary packaging agreement due to changes in taxation status, the individual employee's salary will revert to that specified in Table 1. CCLCG must give employees at least 3 months notice of cessation of salary packaging.

PART V ALLOWANCES, EXPENSES AND AMENITIES

29 First Aid Allowance

- (l) CCLCG encourages, and may pay for, staff to attend first aid training, so that at least one permanent employee has a current first-aid certificate.
- (m) An employee, nominated by the Director, who holds a current first-aid certificate issued by the St. John Ambulance Association or Australian Red Cross Society or equivalent qualification, and who is required by the CCLCG to be available to perform first-aid duty at their workplace, shall be paid an allowance as set out in Table 3 with a minimum payment of one day.

30 Motor vehicle allowance

- (a) Where a motor vehicle is required for CCLCG work, an employee should ordinarily hire a car with comprehensive insurance. CCLCG will pay for all hire costs including insurance and petrol.
- (b) If an employee is able and wants to use their own vehicle for CCLCG work, CCLCG will only approve if
- The vehicle is registered
 - The employee has a current license

- The employee has provided a copy of the motor vehicle insurance policy to CCLCG, and
 - The insurance policy applies where the vehicle is involved in an accident while being used for business purposes (most comprehensive policies allow for occasional business use provided this is declared).
- (c) Where an employee complies with sub-clause b) above and then uses their own vehicle and, the employee is entitled to
- A vehicle allowance at the rate set out in Table 3
 - Recover the cost of insurance excess in the event that an accident occurs while using the car for pre-approved CCLCG work.

31 Expenses

- (a) CCLCG will reimburse all reasonable expenses, including telephone calls, incurred by an employee in the course of carrying out their work. Reasonable proof of expenses must be provided to CCLCG.
- (b) CCLCG is not generally liable for covering the cost of travel to and from home and work. However expenses for travel on official business shall be reimbursed, and where travel is from home to a different work location, costing more than usual, the difference shall be reimbursed.
- (c) CCLCG will meet the cost of a taxi or other secure transport from work to home where an employee is required to finish work after 8.00pm and the employee's usual means of transport is not a safe alternative.
- (d) A employee required to stay away from home overnight due to work commitments will be entitled to meal and accommodation allowances at the rates set out at Table 3 (except where accommodation and/or food has been paid by CCLCG, e.g. as part of conference registration costs). Where an employee incurs additional costs beyond these amounts, CCLCG may reimburse if the employee can provide proof of the expenses and adequate reasons for why the additional expenses were unavoidable.
- (e) A employee who performs work outside ordinary hours (as defined in clause 18) or outside their usual days or hours of work (as defined under clause 10), at the express direction of CCLCG, is entitled to the reimbursement of child care costs, carer costs, or other financial loss caused by having to work outside ordinary hours or their usual days/hours. Reasonable proof of loss must be provided.

32 Amenities

CCLCG will provide employees with:

- (i) reasonable toilet and washing facilities;
- (ii) adequate and appropriate facilities for tea and meal breaks, including a microwave;
- (iii) reasonable heating and cooling appliances to ensure the working environment is healthy and safe;
and
- (iv) adequate and appropriate accommodation to enable employees to perform their duties.

PART VI LEAVE

33 General leave provisions

- (a) Unless it is stated to the contrary, while all leave (including unpaid leave) is included when calculating the overall period of employment with CCLCG, only paid leave is included when calculating the length of continuity of service, for example when calculating accrual of long service leave entitlements, annual leave entitlements, or implementing annual salary increments.
- (b) Unless otherwise specified, leave provisions are pro rata for part-time staff.

- (c) Unless it is stated to the contrary, CCLCG may grant an employee additional periods of any leave under this Agreement. Factors to be considered when deciding whether to grant additional leave include:
- If exceptional circumstances have arisen for the employee
 - If the request for extended leave is based on the employee's parental responsibilities
 - If the request for extended leave is likely to improve the employee's skills and therefore be an advantage to CCLCG
 - The length of time the employee has worked with CCLCG
 - CCLCG's commitment to a flexible and family-friendly workplace
 - The impact of additional leave on other employees, including issues such as whether adequate replacement staff are available or likely to be found
 - Effect on the work, business and efficiency of CCLCG.
- (d) CCLCG shall have regard to clause 58 regarding equal opportunity and non-discrimination when exercising discretion on requests for leave.
- (e) When an employee is on approved leave but there are significant changes to the workplace, or major decisions are to be made while they are still on leave, CCLCG should ensure the employee/s on leave are informed of the changes and invited to take part in any consultations or communicate their views.

34 Sick leave

- (f) An employee (other than a casual) is entitled to 15 days (105 hours) pro rata paid sick leave in each year of service, with any unused credit being carried over to accumulate with the following years' credits up to a maximum of 4 years - 60 days (420 hours) pro rata. Any unused credit at the end of employment will not be paid out.
- (g) Illness for the purpose of sick leave shall include stress and mental ill health.
- (h) 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.
- (i) A medical certificate is generally required where an employee is absent for more than 3 consecutive days (for part-time staff, 3 usual days). If in CCLCG's opinion the circumstances do not require a medical certificate, they are to inform the employee as soon as possible.
- (j) 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 recredited.

35 Workers compensation make-up pay

- (k) Where an employee is receiving workers compensation payments arising out of the workers' employment with CCLCG, and those payments are less than the worker's ordinary weekly earnings, CCLCG will make up the difference by additional payments to the employee up to a limit of the first 26 weeks in respect of any one injury.
- (l) CCLCG's liability under sub clause a) arises at the date of injury and continues to 26 weeks.
- (m) The employee may elect to use their sick leave credits to make up the shortfall in workers compensation payments if and when payments by CCLCG under this clause have ceased.
- (n) The liability of CCLCG to make up payments under this clause is limited to a period of incapacity which occurs after this Agreement, or where that incapacity relates to an injury received within the period 6 months prior to the date of this Agreement.

36 Annual leave

- (o) Employees are entitled to and accrue paid annual leave in accordance with the *Annual Holidays Act 1944*, except for the following clauses insofar as they provide better conditions.
- (p) All permanent and fixed term employees are entitled to 4 weeks (140 hours) annual leave (pro rata for part-time) in each year of service, with any unused credit being carried over to accumulate with following years' credits. Leave will accumulate at the rate of one third of a week per month.
- (q) An employee may take accrued annual leave after 3 months employment (pro rata).
- (r) An employee planning annual leave will consult CCLCG about a period of leave that is consistent with the needs of CCLCG and the personal needs of the employee. The employee must formally seek approval from CCLCG for leave.
- (s) 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.
- (t) Annual leave should not be accumulated beyond a maximum of 8 weeks (pro-rata for part-time). An employee will not forfeit any leave above 8 weeks, but CCLCG may direct an employee to take leave so as to keep it below the maximum.
- (u) An employee may take holidays in advance, with the approval of CCLCG.
- (v) Except at the end of employment, annual leave will not be paid unless the employee takes the corresponding period of absence from work.
- (w) When an employee finishes employment they will be paid all accrued annual leave plus leave loading.
- (x) The rate of pay for annual leave is the ordinary rate of salary plus a leave loading bonus of 17.5% of the gross salary for the period of leave.

37 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 for the following clauses insofar as they provide better conditions.
- (b) Employees may take paid leave after 5 years of completed service on the basis of:
 - (i) 6 weeks leave at 5 years service;
 - (ii) pro rata (6 days for every year) up to 12 weeks at 10 years service; and
 - (iii) pro rata (6 days for every year) for years of service over 10 years service.These provisions are pro rata for part-time staff.
- (c) Accrued long service leave credits will be paid out on termination of employment, including resignation or retirement, after 5 years of completed service.
- (d) Unpaid leave is not included when calculating the number of years of completed service for the purposes of this clause.
- (e) An employee may elect to convert a period of paid long service leave to half pay over double period.

38 Public holidays

- (a) Employees will be entitled to paid leave for a day as set out in SACS Award, or as duly proclaimed by the NSW Government as being a public holiday, provided the employee is otherwise due to work on that day.
- (b) Aboriginal and Torres Strait Islander Australian employees are entitled to NAIDOC Day as an additional public holiday.

- (c) Employees who are requested and agree to work on a public holiday shall be paid their normal day's pay and will also receive either payment for every hour actually worked on the public holiday at single time, or TIL credit hours equivalent to the number of hours actually worked on that day.

39 Leave during Christmas closure

- (a) CCLCG closes over the Christmas period for a period of 10 working days in addition to the public holidays of Christmas Day, Boxing Day and New Years Day. Employees will receive their ordinary pay for this time.
- (b) This period of leave is in consideration of work performed as overtime.
- (c) This leave is not annual leave and does not incur loadings or liabilities of annual leave. It cannot be deferred or accrued or paid out on termination.

40 Carer's leave

- (d) A employee, other than a casual, is entitled to 5 days (35 hours) paid carers leave in each year of service (non-cumulative and pro rata).
- (e) Carer's leave may be used when an employee needs to provide care and support for a person with whom they have a bona fide domestic or familial relationship, or a partner, or member of their household (including sharehouse), who is suffering from physical or mental illness/es, or who require care due to an unexpected emergency.
- (f) The employee shall take all reasonably practicable steps to inform the employer of their inability to attend for work due to carer's duties 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.
- (g) The employee shall, if required, produce a medical certificate, statutory declaration, or other documentation acceptable to CCLCG which establishes the illness of or emergency relating to the person requiring care.
- (h) Where an employee would have been entitled to carers leave but for being absent on time in lieu, carers leave will be paid for the relevant period and the equivalent period of time in lieu will be re-credited.
- (i) In addition to the above carers' leave, an employee other than a casual employee, with carer responsibilities, shall be entitled to use, with the consent of CCLCG,
- Any current or accrued sick leave entitlement
 - Annual leave entitlement
 - Time-In-Lieu
 - Unpaid leave
- for absences to provide care and support for the ill person.
- (j) Subject to the notice and evidentiary requirements outlined in clauses 40(c) and 40(d) above, casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in 40(b) or need to attend the birth of a child. CCLCG and the casual employee shall agree on the period for which the casual employee shall be entitled to not be available to attend work, but in the absence of such an agreement, the period is 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

41 Special leave

- (k) An employee, other than a casual employee, shall be entitled to up to six (6) days per year (pro rata) special leave (non-cumulative). This leave may be used, for example, in the event of the death of a person with whom the employee has a bona fide domestic or familial relationship, or other significant bond, or for religious or culturally significant days, or for moving house.

- (l) CCLCG will give special consideration to any request to extend paid or unpaid leave where an employee is obliged under Aboriginal or Torres Strait Islander custom or tradition to participate in ceremonial activities related to bereavement or other cultural obligations.
- (m) Casual employees are entitled to not be available to attend work, or to leave work upon the death of a person with whom the employee has a bona fide domestic or familial relationship, or other significant bond; or for religious or culturally significant days; or for moving house. CCLCG and the casual employee shall agree on the period for which the employee shall be entitled to not be available to attend work, but in the absence of such an agreement, the period is 48 hours (ie two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

42 Parental leave

- (a) Employees are entitled to parental leave in accordance with the equivalent leave provisions in the *Industrial Relations Act 1996 (NSW)*, except for the following clauses insofar as they provide better conditions. When informed by an employee that they will be taking parental leave, CCLCG should refer them to this Enterprise Agreement, the SACS Award, and relevant provisions of the *Industrial Relations Act 1996 (NSW)*.
- (b) A pregnant female employee may move to a safer job, or may work at reduced hours, or work from home (with the agreement of CCLCG), in one or more periods where such changes are necessary or desirable because of the pregnancy. She is also entitled to take any accrued sick leave, special leave, Time-In-Lieu or unpaid leave if she suffers illness related to her pregnancy.

Leave entitlements

- (c) An employee is entitled to parental leave only if the employee has had at least 12 months of continuous service with CCLCG.
- (d) An employee is entitled to a total of 52 weeks parental leave, in one or two unbroken periods, in connection with the birth or adoption of a child, provided the employee presents a certificate stating the expected date of the birth or adoption of a child. Adoption of a child is defined as adoption of a person under the age of 16 years who has not previously lived continuously with the worker for at least 6 months or who is not a stepchild of the worker or their partner.
- (e) An employee entitled to parental leave may request CCLCG to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 52 weeks. CCLCG may not unreasonably refuse the request, and should take into consideration the factors outlined in clause 33 (c).
- (f) Parental Leave as Primary Caregiver
 - (i) The category of employees entitled to Parental Leave as Primary Caregiver includes (but is not limited to) those entitled to maternity leave and adoption leave as defined in the *Industrial Relations Act 1996 (NSW)* provided that the employee will be the primary caregiver.
 - (ii) Such employees are entitled to 12 weeks leave on full pay with the balance unpaid.
- (g) Parental leave as Non-Primary Caregiver
 - (i) The category of employees entitled to Parental Leave as Non-Primary Caregiver includes (but is not limited to) those entitled to paternity leave and adoption leave as defined in the *Industrial Relations Act 1996 (NSW)*, provided that the employee is the partner of a person who is the primary caregiver or who is otherwise a significant (not the primary) caregiver to the child.
 - (ii) Such employees are entitled to five (5) weeks leave on full pay with the balance being unpaid.

- (h) An employee is not entitled to receive a combination of the paid leave entitlements of both a Primary Caregiver and a Non-Primary Caregiver in any one period of parental leave.
- (i) Periods of unpaid parental leave are not included when calculating the length of continuous service, for example for accrual of long service leave or annual leave.
- (j) CCLCG will continue to pay employer superannuation contributions during any period of paid parental leave.
- (k) An employee may elect to convert a period of paid leave to half pay over double period. For the purpose of calculating the length of continuous service for accrual of annual leave, long service leave, and payment of superannuation the length of the period shall be considered equivalent to the period of full pay leave.
- (l) An employee may take annual leave or long service leave (or any part of it) to which the employee is entitled instead of or in conjunction with parental leave. However the total period of leave cannot extend beyond the maximum period of leave authorized by sub clauses (d) and (e) above.
- (m) An employee entitled to parental leave shall, where practicable, give at least eight (8) weeks notice of the intention to take leave and then, at least four (4) weeks before proceeding on leave, give written notice of the dates on which s/he proposes to start and end the period of leave.

Return to work after parental leave

- (n) An employee may shorten or extend the period of parental leave with the agreement of CCLCG and by giving notice in writing of their request at least four (4) weeks before the parental leave is to come to an end. The period of leave cannot be extended beyond the maximum period of leave authorised by sub clauses d) and e) above.
- (o) An employee returning to work after a period of parental leave is entitled to be employed in:
 - (i) the position held by the employee immediately before proceeding on that leave, or
 - (ii) if the employee worked at part-time or reduced hours because of the pregnancy before proceeding on maternity leave – the position held immediately before commencing reduced hours, or
 - (iii) if the employee was transferred to a safer job before proceeding on maternity leave – the position immediately before the transfer.

If the position no longer exists but there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position equivalent in status and pay to that of the employee's former position.

- (p) An employee entitled to parental leave may request the right to return from a period of parental leave to work at reduced hours in one or more periods at any time until the child reaches school-age. CCLCG may not unreasonably refuse the request to return to work at reduced hours, and should take into consideration the factors outlined in clause 33 (c).
- (q) An employee who wishes to return to work at reduced hours under sub clause (p) shall give at least four (4) weeks written notice prior to the date on which the employee is due to return to work. CCLCG shall inform the employee of their decision in writing as soon as possible after receiving such notice.

43 Study leave

- (a) An employee is entitled to four (4) hours paid leave per week (pro rata for part-time) to attend courses that are conducted by a recognised tertiary institution and are related to the work of CCLCG. The employee must seek prior written approval of study leave, such approval not to be unreasonably withheld.

- (b) Study leave may be accrued throughout the year to be taken prior to exams, or for exams or other forms of assessment, as a block of no more than five (5) days (pro rata for part-time). Alternatively, an employee may negotiate to accumulate up to four (4) weeks study leave (pro rata) to attend residential schools for their course.

44 Trade union training leave

- (a) A employee is entitled to take up to 5 days paid leave (non-cumulative) every two years to attend training courses run by the Union or a Trade Union Training Authority (pro rata for part-time staff).
- (b) Employees shall be entitled to take up to 2.5 hours per month without loss of pay for the purpose of attending Union meetings.

45 Leave without pay

- (a) On written application by an employee, if practicable with four (4) weeks notice, CCLCG may grant an employee leave without pay. When exercising its discretion, CCLCG shall have regards to the factors in clause 33 (c).
- (b) Leave without pay is not included when calculating the length of continuous service, for example when calculating the accrual of long service leave or annual leave.

46 Jury service leave

- (n) An employee who is required to attend jury service during their ordinary working hours will be reimbursed by CCLCG an amount equal to the difference between the amount paid in respect of their attendance for jury service and the amount of wages they would have received had they not been on jury service.
- (o) The employee will notify CCLCG 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.
- (p) No employee shall be disadvantaged in the workplace because of having to attend jury service.

PART VII GRIEVANCE, COUNSELLING & DISCIPLINARY PROCEDURES, TERMINATION, ORGANISATIONAL CHANGE, AND REDUNDANCY

47 Grievance Policy

- (a) CCLCG recognises that workplace conflict can happen, and that the effective management of conflict in the workplace is a crucial element of CCLCG's commitment to occupational health and safety (OHS).
- (b) A *grievance* is any dispute or complaint arising in the workplace other than a matter arising directly from an employer's concern about an employee's work performance or conduct. Grievances may be between employees or between employees and Board members.
- (c) CCLCG's management of workplace disputes and grievances is guided by six general principles:
- Confidentiality
 - Impartiality and fairness
 - Transparency
 - Protection of all those involved in the grievance
 - Sensitivity
 - Timeliness.

- (d) CCLCG acknowledges that the management of grievances and disputes has resource implications and affected staff may require adjustment of their workplans or other support during this time.
- (e) All staff members involved in grievances are entitled to advice and assistance from the Union throughout the grievance procedure. While the procedure below is being followed work shall continue normally. No party should be prejudiced as to the final settlement by the continuation of work.
- (f) Staff members involved in the grievance procedure, including those who volunteer information or are witnesses, may not be victimised or disadvantaged due to their involvement in a grievance.

48 Grievance Procedure

- (c) For the purposes of this clause, the following definitions apply:
 - The *complainant* is the person/s making the complaint.
 - The *respondent* is the person/s against whom the complaint is made.
 - The *Grievance Manager* is the person from CCLCG who manages the Grievance in a particular case. The general principle is that this will be the Director, except
 - where the Director is the complainant or respondent, or
 - where the respondent, complainant or the Board request that the Director not be the Grievance Manager,in which case, the Board should appoint a Board member as the Grievance Manager.
- (d) The complainant should first attempt to resolve the issue through informal communication with the respondent.
- (e) If this is unsuccessful, the complainant should notify their supervisor of the grievance. A Grievance Manager will be appointed.
- (f) The Grievance Manager shall attempt to informally resolve the grievance through speaking with the respondent and/or facilitating an informal meeting between complainant and respondent. However where such a meeting would be inappropriate, the complainant should be referred to this clause and advised to follow the procedure set out herein.
- (g) The complainant should formalise their complaint in writing and provide it to the Grievance manager.
- (h) The Grievance Manager should provide a copy of the written complaint to the respondent, and the respondent may reply in writing to the Grievance Manager – a copy of which should then be provided by the Grievance Manager to the complainant.
- (i) The Grievance Manager should decide, based on the written complaint and response, whether the matter should continue under the Grievance Procedure (this clause) or whether it is a matter which should be dealt with under the Counselling and Discipline clauses of the Agreement. If the Grievance Procedure clearly applies, the Grievance Manager should determine whether it is appropriate to use an external mediator. Both parties must agree to this.
- (j) If an external mediator is used, the Grievance Manager should arrange an appropriate date for mediation with the parties and mediator. Any mediated agreement will be provided to the Grievance Manager.
- (k) If there is no external mediation, the Grievance Manager may separately interview the complainant and/or respondent and/or witnesses. The Grievance Manager should then prepare draft recommendations.
- (l) A report containing the mediated agreement or the draft recommendations is to be provided to the CCLCG Staffing Subcommittee. The Staffing Subcommittee must then report on the matter to the Board, with appropriate recommendations.
- (m) The Board must make a decision resolving the grievance which is conveyed to both parties.

- (n) The respondent or the complainant may appeal in writing to the Chairperson of the Board.
- (o) If the Board upholds the appeal, they should appoint a new Grievance Manager and inform both parties that a new grievance procedure will take place. If the appeal is rejected, the Board should write to the person who is appealing and explain why their appeal has been rejected.
- (p) In the event of CCLCG's failure to resolve the grievance or dispute, either party may refer the matter to the NSW Industrial Relations Commission.
- (q) All files relating to the grievance should be kept confidentially and separately from the complainant and respondents files. When/if the complainant or the respondent leaves CCLCG, a copy of the grievance file/s must be kept with the main personnel file for each individual and retained by CCLCG in a confidential manner for 7 years. After 7 years, personnel files may be destroyed.

49 Counselling and Discipline Policy

- (a) All CCLCG employees must:
 - (i) Perform their work to the best of their ability following their workplans and/or job descriptions;
 - (ii) Behave in a timely, professional and cooperative manner while in the workplace; and
 - (iii) Adhere to the CCLCG State Office policies and procedures (provided that they have been made aware of such policies and procedures).
- (b) CCLCG is committed to providing effective induction, training, supervision, information and written policies and procedures to enable all those who work for CCLCG to perform to the required standards and to behave in the required manner.
- (c) The Counselling and Discipline Policy and Procedure set out in clauses 49 and 50 applies to situations where CCLCG (the Director of the State Office, the CCLCG Staffing Sub-committee, and/or the CCLCG Board) believes that a staff member has:
 - (i) A relatively serious problem with work performance; or
 - (ii) A relatively serious problem with behaviour that is adversely affecting the workplace – for example being consistently not on time, acting unprofessionally or being uncooperative with others; or
 - (iii) Been bullying or engaging in unlawful harassment of other people in the workplace; or
 - (iv) Committed a serious breach of any other State Office policies; or
 - (v) Victimised someone involved in the Counselling and Discipline or Grievance Procedures; or
 - (vi) Breached confidentiality.
- (d) *Counselling* refers to action taken by CCLCG to counsel the employee of the need to change their behaviour (set out in clause 50 (a) – (c)), while *discipline* refers to action taken by CCLCG to penalise an employee for their behaviour (set out in clause 50 (d)).
- (e) Where it is alleged that an employee has engaged in *serious misconduct* (as defined in clause 51), CCLCG has the choice of either moving immediately to the discipline stage of the Counselling and Discipline procedure - clause 50 (d) – or exercising rights as to summary dismissal under clause 51.
- (f) All employees involved in counselling or disciplinary action are entitled to advice and assistance, including representation, from the Union, a support person or a legal advisor throughout the procedure.
- (g) An employee shall not be prejudiced as to the final settlement by the continuation of work.
- (h) Any employees involved in the counselling and discipline procedure, including those who volunteer information or are witnesses, may not be victimised or targeted because of their involvement.
- (i) All files relating to counselling or disciplinary action should be stored confidentially, and disposed of according to the time limits set out in the Procedure below.

50 Counselling and Discipline Procedure

Informal Counselling

- (a) The Director (or in the case of the Director, a Board member) will meet with the employee and identify the area of poor work performance, unacceptable behaviour, or breach of CCLCG Policies and Procedures. The employee must have outlined to them what standards/performance is expected of them and given a timeframe within which improvement is expected. Training or other support may be offered to the employee. Notes of the meeting are kept on the personnel file but will be removed if there are no further issues within the next month.

Stage 1 – Formal Counselling

- (b) If the employee's performance or behaviour has failed to improve after informal counselling; or if the employee's performance or behaviour is of such a nature that informal counselling is not appropriate, the employee will be formally counselled.
- (c) CCLCG shall send the employee a letter which
- outlines CCLCG's concerns
 - requests them to attend a meeting on a specific date
 - outlines who will be representing CCLCG at the meeting
 - advises that the employee has the right to have a representative/support person present
 - refers them to this Enterprise Agreement and any other relevant policies and procedures, and
 - states that the outcome of the meeting may be a formal counselling.
- (d) At the first meeting, CCLCG is to be represented by two people – the Director and another Board member, or (where the employee is the Director) two Board members. The employee is entitled to bring a representative of their choice. The employee must be given the opportunity to respond to the concerns and/or explain any mitigating circumstances. Should the response or explanation be unsatisfactory, the employee must have outlined to them what standards/performance is expected of them, and given a timeframe within which improvement is expected.
- (e) Immediately after the first meeting, CCLCG will send a letter to the employee stating either that no further action will be taken; or confirming that a first counselling process has been commenced, the appropriate standards/performance have been outlined, a timeline for improvement set, and that the employee's performance/behaviour will be re-assessed at a Review meeting on a specified date.
- (f) At the Review meeting, where possible CCLCG should be represented by the same two people as for the first meeting. CCLCG should inform the employee whether the employee's performance/behaviour has improved to the satisfaction of CCLCG. The employee must be given the opportunity to respond. At the end of this meeting, CCLCG must decide which of 3 options to take:
- If satisfied that the employee is making a genuine effort but has been unable to meet CCLCG's expectations due to circumstances beyond their control, inform the employee that they will extend the first counselling stage by setting another date for review; or
 - If satisfied that the employee's performance/behaviour has sufficiently improved, inform the employee that the counselling process is now complete provided there are no further concerns relating to the relevant performance/behaviour within the next 6 months; or
 - If not satisfied with the employee's performance/behaviour, inform the employee that CCLCG will move to the second counselling stage.
- (g) Immediately after the Review meeting, CCLCG must write to the employee confirming the decision made in that meeting.
- (h) Records of counselling in this matter will be kept on the employee's personnel file for 6 months. If there are no further concerns, it will be destroyed.

Stage 2 – Second counselling

- (i) If the outcome of the Review meeting after the first counselling session is that CCLCG is still not satisfied with the employee's behaviour/performance, or if the same problem recurs within 6 months of the Review meeting, CCLCG may send a letter to the employee which
- outlines CCLCG's concerns
 - requests them to attend a meeting on a specific date
 - outlines who will be representing CCLCG at the meeting
 - advises that the employee has the right to have a representative/support person present
 - refers them to this Enterprise Agreement and any other relevant policies and procedures, and
 - states that the outcome of the meeting may be a second formal counselling.
- (j) At the Second meeting, CCLCG is to be represented where possible by the same two people as for the First counselling meeting. The employee is entitled to bring a representative of their choice. The employee must be given the opportunity to respond to the concerns and/or explain any mitigating circumstances. Should the response or explanation be unsatisfactory, the employee must have outlined to them what standards/performance is expected of them, and given a timeframe within which improvement is expected.
- (k) Immediately after the first meeting, CCLCG will send a letter to the employee stating either that no further action will be taken; or confirming that a second counselling process has been commenced, the appropriate standards/performance have been outlined, a timeline for improvement set, and that the employee's performance/behaviour will be re-assessed at a Review meeting on a specified date.
- (l) At the Review meeting, where possible CCLCG should be represented by the same two people as for the previous Counselling meetings. CCLCG should inform the employee whether the employee's performance/behaviour has improved to the satisfaction of CCLCG. The employee must be given the opportunity to respond. At the end of this meeting, CCLCG must decide which of 3 options to take:
- If satisfied that the employee is making a genuine effort but has been unable to meet CCLCG's expectations due to circumstances beyond their control, inform the employee that they will extend the second counselling stage by setting another date for review; or
 - If satisfied that the employee's performance/behaviour has sufficiently improved, inform the employee that the counselling process is now complete provided there are no further concerns relating to the relevant performance/behaviour within the next 6 months; or
 - If not satisfied with the employee's performance/behaviour, inform the employee that CCLCG will move to the discipline stage of the Counselling and Discipline procedure.
- (m) Immediately after the Review meeting, CCLCG must write to the employee confirming the decision made in that meeting.
- (n) Records of all Counselling meetings and warnings will be kept on the employee's personnel file for 6 months from the Second Review date. If there are no further concerns, all records will be destroyed.

Stage 3 - Discipline

- (o) The disciplinary procedure below will be used by CCLCG either:
- if an employee has been taken through the above two stages but CCLCG is still not satisfied with their behaviour or work performance; or
 - if CCLCG believes an employee has engaged in serious misconduct which would otherwise entitle CCLCG to summarily dismiss the employee.
- (p) A decision to commence a disciplinary procedure must be made by the CCLCG Board. The Board may also decide to undertake further disciplinary investigations and may decide to suspend an employee with pay pending the outcome of those investigations.

- (q) Where the CCLCG Board has decided to investigate the matter, the CCLCG Board Chairperson should send the employee a letter stating
- A brief description of the allegations or behaviour/work performance of concern
 - That further investigations are taking place
 - That once those investigations are complete, a more detailed letter will be sent to the employee providing further details of the allegations or behaviour / work performance of concern, and setting a meeting date
 - (if the Board has decided) That the employee is being stood down while the investigation occurs
 - That the employee may respond in writing now, may wait until they receive the more detailed letter, or may wait until the meeting.
- (r) Two Board members, or the Director and a Board member, may investigate the matter (eg interviewing other staff members) or gather further information.
- (s) After the investigation, or where the CCLCG Board has decided there is no need to investigate the matter, The CCLCG Board Chairperson must send a letter to the employee that
- outlines CCLCG's concerns in detail
 - requests them to attend a meeting on a specific date
 - outlines who will be representing CCLCG at the meeting
 - advises that the employee has the right to have a representative/support person present
 - refers them to this Enterprise Agreement and any other relevant policies and procedures,
 - states that the employee may respond to CCLCG's concerns in writing 24 hours before the meeting date, verbally during the meeting, and/or in writing within 24 hours after the meeting,
 - states that an outcome of the meeting may be disciplinary action, including termination of employment.
- (t) At the disciplinary meeting there should be at least two CCLCG representatives – the Director and/or two or three Board members. At least one of these people should have been involved in any investigations. The employee is entitled to bring a representative of their choice. The employee must be given the opportunity to respond to the concerns and/or explain any mitigating circumstances. Should the response or explanation be unsatisfactory, the employee must have outlined to them what standards/performance was expected of them, and why CCLCG believes they have breached this. The employee will be informed that the CCLCG Board will decide what action (if any) will be taken after hearing a report from this meeting and considering any final written submissions made by the employee within 24 hours of the meeting.
- (u) As soon as practicable after the disciplinary meeting, a duly constituted meeting of the CCLCG Board must decide on disciplinary action. This may include immediate termination of employment if the employee's response is unsatisfactory, or setting a timeframe for improvement of behaviour/performance (breach of which may lead to termination).
- (v) The Chair shall write to the employee informing them of the Board's decision and informing them of their reasons for this decision. If a timeframe for improvement has been decided upon, a Review date for completion/improvement should be specified. The employee should be informed that failure to meet any of the timeframes or conditions may result in termination of employment.
- (w) At the Review date, the CCLCG Board shall consider whether the employee has complied with all timeframes or conditions. If the employee's performance/actions are satisfactory, the CCLCG Board Chair should write to the employee informing them that the disciplinary process has been completed, and no further action will be taken unless the same problem recurs within 6 months. If however the employee has failed to meet conditions/timeframes, and they have been informed that such failure may result in termination, the Chair may terminate their employment with the appropriate amount of notice set out under this Agreement.

- (x) Records of disciplinary action remain on or with an employee's personnel file for seven years from the date of the disciplinary decision or seven years after the employee ceased employment with CCLCG.

51 Summary dismissal

- (a) This provision is subject to the Industrial Relations Act 1996 (NSW).
- (b) Nothing in this Agreement limits the power of CCLCG to summarily dismiss an employee for serious misconduct.
- (c) *Serious misconduct* is defined under this Agreement as deliberate behaviour by an employee that is inconsistent with the contract of employment, and that causes imminent and serious risk to the health or safety of a person or the reputation or viability of CCLCG as an organisation. Examples include, but are not limited to, actions taken by an employee in their work for CCLCG that amount to theft, fraud, or physical or sexual assault.
- (d) While the CCLCG Staffing Sub-committee may make recommendations to the Board, any decision to summarily dismiss a worker must be made by the Board.
- (e) The Board may decide, given the circumstances of the employee's conduct or the implications for CCLCG's operations, to suspend the employee with pay, pending a final decision regarding dismissal.

52 Termination of employment

- (a) This Agreement is subject to the provisions of the *Industrial Relations Act 1996 (NSW)*.
- (b) Termination of employment will not be harsh, unfair or unreasonable having regard to all the circumstances.
- (c) A employee's employment may be terminated by CCLCG only through:
 - (i) The counselling and disciplinary procedure – clause 48;
 - (ii) Summary dismissal – clause 51;
 - (iii) Invalidity – clause 53; or
 - (iv) Redundancy – clause 54.
- (d) An employee may terminate their service through resignation or retirement by giving CCLCG two weeks' notice or by forfeiture of two weeks pay in lieu of notice.
- (e) Except where CCLCG is entitled to summarily dismiss an employee, the services of an employee shall be terminated by CCLCG only by notice as prescribed by the following:
 - For employees of less than 3 years service – 14 days
 - For employees of greater than 3 years service – 28 days.
- (f) Employees whose services are terminated by CCLCG due to invalidity or redundancy are also entitled to severance pay, see clauses 53 and 55 respectively, and Table 4.
- (g) Upon termination of employment for any reason CCLCG will give the employee a certificate of employment containing the following:
 - employee's name
 - period of employment
 - title of position
 - salary scale
 - nature of work, including numbers of staff supervised, if applicable
 - name of employer organisation
 - signature of the Chair or Director, and
 - date of signature.

53 Invalidity

- (a) CCLCG may decide to terminate a employee's employment due to invalidity – that is where
 - (i) the employee is permanently unfit for work in their current position due to a physical or psychological medical condition, and
 - (ii) in accordance with relevant anti-discrimination legislation, CCLCG has located, offered and/or provided appropriate training to assist them in alternative, available work within CCLCG, but the employee is not, or would not be, fit to perform alternative work within CCLCG.
- (b) Sub clause (a) applies equally to an employee who is not permanently unfit but is expected to be temporarily unfit for a period of at least 2 years.
- (c) Where the Board believes it may be appropriate to terminate a employee's employment under this section, it will write to the employee advising them of the possibility of their employment being terminated due to invalidity and their associated rights, severance payments and other entitlements. The letter shall also give the employee 14 days to provide written or oral submissions (by them or a representative of their choice) and any relevant medical or other evidence to the Board.
- (d) In deciding whether or not to terminate an employee's employment due to invalidity, the Board must refer to 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.
- (e) If a decision is made to terminate employment on the grounds of invalidity, the employee will be given notice of termination as set out in clause 52 (e) above.
- (f) An employee terminated due to invalidity is entitled to the severance payments set out at Table 4.
- (g) Nothing in this section should be taken to make it compulsory for CCLCG to terminate on the grounds of invalidity.

54 Organisational Change

- (h) Where CCLCG has made a definite decision to introduce changes in the program, organisation, structure or technology that are likely to have significant effects on employees, or where CCLCG has been informed that its level of funding or policy guidelines relating to funding has being substantially changed, CCLCG shall notify in writing and then consult with its employees and the Union.
- (i) "Significant effects" includes termination of employment, major changes in the composition, operation or size of CCLCG's staff or the skills required, the elimination or diminution of job 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.
- (j) CCLCG shall, as soon as practicable after a decision has been made, discuss the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects on employees, and shall give prompt consideration to the matters raised by the employees and the Union in relation to the changes.
- (k) CCLCG will not take any action until consultation with staff and the Union have been conducted, with a minimum period of 4 weeks.
- (l) Consultation of staff members on leave will be deemed to have taken place if CCLCG has informed them, via all known contact details, of the organisational change; invited to respond; and 4 weeks have passed.

55 Redundancy

- (m) This clause applies to
 - (i) redundancy, that is, termination of employment arising from a decision by the employer that it no longer wishes the job of an employee to be done by anyone

- (ii) reduction of hours
 - (iii) reduction of classification or salary
- arising from organisational change, or discontinuation/reduction of funding.
- (n) Where CCLCG 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, CCLCG will immediately notify in writing the Union and the employee affected. CCLCG will enter into consultations with the Union and/or employee and demonstrate that there is no reasonable alternative to the proposed action and that other options have been canvassed.
 - (o) Prior to giving notice to a specific employee of termination or reduction of hours under the above sub clause, CCLCG will consult with all staff and explore measures to minimise redundancies, including
 - (i) Any employees volunteering to reduce their hours of work
 - (ii) Employees volunteering to convert from full time to job share
 - (iii) Employees volunteering to take leave without pay
 - (iv) Employees taking accrued leave entitlements including annual leave and long service leave
 - (v) Redeployment to another position where there is a reasonable skill and location match.
 - (p) Where CCLCG has decided under this clause to
 - terminate an employee's services (i.e. make an employee redundant)
 - significantly alter a employee's job responsibilities, or
 - transfer an employee to lower paid duties where they would otherwise have been made redundantthey must provide notice as set out in clause 52 (e) above.
 - (q) An employee terminated due to redundancy is entitled to the severance payments set out at Table 4.
 - (r) Where an employee has been transferred to lower paid duties, if after a trial period of not more than 3 months the employee decides to terminate their employment, they shall be entitled to the severance pay applicable to the position which was made redundant.
 - (s) Fixed term employees who have been employed for at least 12 months at the time of a decision to terminate employment made under this clause, are entitled to full severance pay and notice period. Fixed term employees of less than 12 months employment, who are terminated prior to the end of the fixed term, 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.
 - (t) Within 12 months of a redundancy occurring CCLCG will make every effort to notify the affected employee/s of any available position within CCLCG which is the same or of similar work, and wherever possible, will re-employ the ex-employee.
 - (u) An employee who has been given notice of redundancy may terminate their employment before the end of the notice period. The employee will still receive the severance payment but will not be paid out the remainder of the notice period.
 - (v) During the termination notice period an employee is entitled to one day per week on paid time to seek alternative employment.
 - (w) CCLCG shall, upon request of an employee whose employment has been terminated under this clause, provide to the employee an "Employment Separation Certificate" in the form required by Centrelink.
 - (x) CCLCG may, in respect of a specific termination under this clause, apply to the NSW Industrial Relations Commission to reduce the severance payments at Table 4 on the basis of financial incapacity to pay. CCLCG may not make such an application in respect of an employee who elects to take voluntary redundancy.

PART VIII MISCELLANEOUS PROVISIONS

56 Union membership

- (a) CCLCG 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) CCLCG 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) CCLCG will not refuse an employee access to payroll deductions to the Union.
- (d) Occupational Health and Safety - If requested by an employee, the Union may represent them in consulting about OHS consultation arrangements. CCLCG also recognises the right of the Union to enter and inspect premises where they have received a complaint about OHS in the workplace.
- (e) An accessible space for Union notices shall be provided by CCLCG.

57 Emergency childcare – bringing child to workplace

Where unforeseen circumstances arise which make alternative childcare arrangements impractical, an employee responsible for the care of a child may, with the prior agreement of CCLCG, bring the child to work if (in the opinion of CCLCG) this does not conflict with the performance of the employee's or other employees' duties, or pose a risk to the health of others.

58 Anti-Discrimination and Equal Opportunity commitments

- (a) It is the intention of the parties bound by this Agreement to prevent and eliminate discrimination in the workplace on the grounds of race, sex, marital status, disability, religion, homosexuality, transgender identity, age and responsibility as a carer or parent.
- (b) In fulfilling their obligations under the Grievance Policy and Procedure, and the Counselling and Discipline Policy and Procedure, the parties must take all reasonable steps to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.
- (c) Nothing in this Agreement shall prevent CCLCG agreeing to variation of this Agreement to accommodate adjustments at the request of an employee to provide a non-discriminatory and equal opportunity workplace.
- (d) Under anti-discrimination law it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (e) 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 56(d) of the *Anti-Discrimination Act 1977 (NSW)*,
 - (iv) a party to this Agreement from pursuing matters of unlawful discrimination in any state or federal jurisdiction.

59 Employee's Indemnity

CCLCG will be responsible in accordance with the *Employees' Liability Act (NSW) 1991* to indemnify employees against any civil liability arising out of the course of employees' employment.

60 General Savings

Nothing in this Agreement shall be deemed or construed to reduce the wages and/or conditions to which any employee may have been entitled prior to the signing of this Agreement.

TABLE 1 SALARY SCALE

All figures are based on full-time wages (35 hours per week, 7 hours per day).

Table 1A Rates of pay effective first full pay period to commence on or after 1 July 2006

| | SACS 01 July 06 | Annual CCLCG Salary Scale: SACS level 1 plus 10%, with 3% increments between levels | Weekly CCLCG Salary | Hourly CCLCG Salary | Casual Hourly CCLCG Salary |
|----------------|--------------------|--|---------------------------|---------------------------|-------------------------------------|
| GRADE 1 | | | | | |
| Level 1 | \$27,325 | \$30,058 | \$576.48 | \$16.47 | \$20.52 |
| Level 2 | | \$30,959 | \$593.77 | \$16.96 | \$21.13 |
| Level 3 | | \$31,888 | \$611.58 | \$17.47 | \$21.77 |
| GRADE 2 | | | | | |
| Level 1 | \$31,258 | \$34,384 | \$659.45 | \$18.84 | \$23.47 |
| Level 2 | | \$35,415 | \$679.24 | \$19.41 | \$24.18 |
| Level 3 | | \$36,478 | \$699.61 | \$19.99 | \$24.90 |
| Level 4 | | \$37,572 | \$720.60 | \$20.59 | \$25.65 |
| GRADE 3 | | | | | |
| Level 1 | \$36,653 | \$40,318 | \$773.27 | \$22.09 | \$27.52 |
| Level 2 | | \$41,528 | \$796.47 | \$22.76 | \$28.35 |
| Level 3 | | \$42,774 | \$820.36 | \$23.44 | \$29.20 |
| Level 4 | | \$44,057 | \$844.97 | \$24.14 | \$30.08 |
| Level 5 | | \$45,379 | \$870.32 | \$24.87 | \$30.98 |
| GRADE 4 | | | | | |
| Level 1 | \$43,475 | \$47,823 | \$917.19 | \$26.21 | \$32.65 |
| Level 2 | | \$49,257 | \$944.71 | \$26.99 | \$33.63 |
| Level 3 | | \$50,735 | \$973.05 | \$27.80 | \$34.63 |
| Level 4 | | \$52,257 | \$1,002.24 | \$28.64 | \$35.67 |
| GRADE 5 | | | | | |
| Level 1 | \$48,592 | \$53,451 | \$1,025.15 | \$29.29 | \$36.49 |
| Level 2 | | \$55,055 | \$1,055.90 | \$30.17 | \$37.58 |
| Level 3 | | \$56,706 | \$1,087.58 | \$31.07 | \$38.71 |
| Level 4 | | \$58,408 | \$1,120.21 | \$32.01 | \$39.87 |
| GRADE 6 | | | | | |
| Level 1 | \$54,989 | \$60,488 | \$1,160.11 | \$33.15 | \$41.29 |
| Level 2 | | \$62,303 | \$1,194.91 | \$34.14 | \$42.53 |
| Level 3 | | \$64,172 | \$1,230.76 | \$35.16 | \$43.81 |
| Level 4 | | \$66,097 | \$1,267.68 | \$36.22 | \$45.12 |

Table 1B Rates of Pay effective first full pay period to commence on or after 1 July 2007

| | SACS 01 July 07 | Annual CCLCG Salary Scale: SACS level 1 plus 10%, with 3% increments between levels | Weekly CCLCG Salary | Hourly CCLCG Salary | Casual Hourly CCLCG Salary |
|---------|--------------------|--|---------------------------|---------------------------|-------------------------------------|
| GRADE 1 | | | | | |
| Level 1 | \$28,249 | \$31,074 | \$595.97 | \$17.03 | \$21.21 |
| Level 2 | | \$32,006 | \$613.85 | \$17.54 | \$21.85 |
| Level 3 | | \$32,966 | \$632.27 | \$18.06 | \$22.50 |
| GRADE 2 | | | | | |
| Level 1 | \$32,315 | \$35,547 | \$681.75 | \$19.48 | \$24.27 |
| Level 2 | | \$36,613 | \$702.20 | \$20.06 | \$24.99 |
| Level 3 | | \$37,711 | \$723.27 | \$20.66 | \$25.74 |
| Level 4 | | \$38,843 | \$744.97 | \$21.28 | \$26.52 |
| GRADE 3 | | | | | |
| Level 1 | \$37,892 | \$41,681 | \$799.41 | \$22.84 | \$28.45 |
| Level 2 | | \$42,932 | \$823.39 | \$23.53 | \$29.31 |
| Level 3 | | \$44,220 | \$848.09 | \$24.23 | \$30.19 |
| Level 4 | | \$45,546 | \$873.54 | \$24.96 | \$31.09 |
| Level 5 | | \$46,913 | \$899.74 | \$25.71 | \$32.03 |
| GRADE 4 | | | | | |
| Level 1 | \$44,945 | \$49,440 | \$948.21 | \$27.09 | \$33.75 |
| Level 2 | | \$50,923 | \$976.65 | \$27.90 | \$34.76 |
| Level 3 | | \$52,450 | \$1,005.95 | \$28.74 | \$35.81 |
| Level 4 | | \$54,024 | \$1,036.13 | \$29.60 | \$36.88 |
| GRADE 5 | | | | | |
| Level 1 | \$50,235 | \$55,259 | \$1,059.81 | \$30.28 | \$37.72 |
| Level 2 | | \$56,916 | \$1,091.60 | \$31.19 | \$38.85 |
| Level 3 | | \$58,624 | \$1,124.35 | \$32.12 | \$40.02 |
| Level 4 | | \$60,382 | \$1,158.08 | \$33.09 | \$41.22 |
| GRADE 6 | | | | | |
| Level 1 | \$56,849 | \$62,534 | \$1,199.35 | \$34.27 | \$42.69 |
| Level 2 | | \$64,410 | \$1,235.33 | \$35.30 | \$43.97 |
| Level 3 | | \$66,342 | \$1,272.39 | \$36.35 | \$45.29 |
| Level 4 | | \$68,332 | \$1,310.56 | \$37.44 | \$46.65 |

Table 1C Rates of Pay effective first full pay period to commence on or after 1 July 2008

| | SACS 01 July 08 | Annual CCLCG Salary Scale: SACS level 1 plus 10%, with 3% increments between levels | Weekly CCLCG Salary | Hourly CCLCG Salary | Casual Hourly CCLCG Salary |
|----------------|--------------------|--|---------------------------|---------------------------|-------------------------------------|
| GRADE 1 | | | | | |
| Level 1 | \$29,173 | \$32,090 | \$615.46 | \$17.58 | \$21.91 |
| Level 2 | | \$33,053 | \$633.93 | \$18.11 | \$22.56 |
| Level 3 | | \$34,045 | \$652.95 | \$18.66 | \$23.24 |
| GRADE 2 | | | | | |
| Level 1 | \$33,372 | \$36,709 | \$704.05 | \$20.12 | \$25.06 |
| Level 2 | | \$37,810 | \$725.17 | \$20.72 | \$25.81 |
| Level 3 | | \$38,945 | \$746.93 | \$21.34 | \$26.59 |
| Level 4 | | \$40,113 | \$769.34 | \$21.98 | \$27.38 |
| GRADE 3 | | | | | |
| Level 1 | \$39,131 | \$43,044 | \$825.55 | \$23.59 | \$29.38 |
| Level 2 | | \$44,335 | \$850.31 | \$24.29 | \$30.27 |
| Level 3 | | \$45,665 | \$875.82 | \$25.02 | \$31.17 |
| Level 4 | | \$47,035 | \$902.10 | \$25.77 | \$32.11 |
| Level 5 | | \$48,447 | \$929.16 | \$26.55 | \$33.07 |
| GRADE 4 | | | | | |
| Level 1 | \$46,415 | \$51,057 | \$979.22 | \$27.98 | \$34.85 |
| Level 2 | | \$52,588 | \$1,008.60 | \$28.82 | \$35.90 |
| Level 3 | | \$54,166 | \$1,038.85 | \$29.68 | \$36.98 |
| Level 4 | | \$55,791 | \$1,070.02 | \$30.57 | \$38.09 |
| GRADE 5 | | | | | |
| Level 1 | \$51,878 | \$57,066 | \$1,094.47 | \$31.27 | \$38.96 |
| Level 2 | | \$58,778 | \$1,127.31 | \$32.21 | \$40.13 |
| Level 3 | | \$60,541 | \$1,161.13 | \$33.18 | \$41.33 |
| Level 4 | | \$62,357 | \$1,195.96 | \$34.17 | \$42.57 |
| GRADE 6 | | | | | |
| Level 1 | \$58,709 | \$64,580 | \$1,238.59 | \$35.39 | \$44.09 |
| Level 2 | | \$66,517 | \$1,275.74 | \$36.45 | \$45.41 |
| Level 3 | | \$68,513 | \$1,314.02 | \$37.54 | \$46.77 |
| Level 4 | | \$70,568 | \$1,353.44 | \$38.67 | \$48.17 |

TABLE 2 CLASSIFICATIONS

| | |
|----------------------------------|---|
| Grade 1 | A person employed to assist other workers within a defined area and who is under the immediate and direct supervision of another employee in relation to all aspects of their employment. |
| Responsibilities | A position at this grade may include some of the following responsibilities or others of a similar value: Straightforward tasks where procedures are clearly established. May include operation of office equipment and routine office duties. |
| Skills, knowledge and experience | No formal qualifications required; basic knowledge of work practices of relevant work area; basic numeracy, written and verbal communication skills. |
| Supervision | Under direct supervision of another employee (except for cleaner). No supervision of others. |

| | |
|----------------------------------|---|
| Occupational equivalent | Casuals employed for simple clerical tasks, cleaner |
| Grade 2 | A person employed to perform duties of a more complex, varied and responsible nature than a Grade 1, under general supervision of another employee. |
| Responsibilities | A position at this grade may include some of the following responsibilities or others of a similar value: <ul style="list-style-type: none"> • Undertake responsibility for various activities in a specialised area. • Provide secretarial/administrative/research support. |
| Skills, knowledge and experience | Knowledge of work activities performed within the organisation. Sound communication skills. May utilise specialised knowledge. |
| Supervision | Under general supervision of another employee. Not expected to supervise others. |
| Occupational equivalent | Administrative assistant, filing clerk, clerical assistant, receptionist. |
| Grade 3 | An employee who performs more varied, complex and responsible work than Grade 2, who may be required to exercise responsibility in relation to their work, and is subject only to general supervision. |
| Responsibilities | A position at this grade may include some of the following responsibilities or others of a similar value: <ul style="list-style-type: none"> • Provide secretarial/administrative/research support requiring a degree of judgment, initiative, confidentiality and sensitivity in the performance of work. • Undertake a variety of tasks of a specialised and/or detailed nature • Carry out planning, studies or research for particular projects. • Apply initiative and judgment. • Take responsibility for completion of projects |
| Skills, knowledge and experience | Knowledge of the role of the organisation, its services, policies and procedures. Sound knowledge of specific discipline gained through experience, training or education High level of interpersonal skills Strong communication skills |
| Supervision | Under general direction of immediate supervisor. May supervise volunteers/students on specific tasks. |
| Occupational equivalent | Administrative assistant, junior research assistant. |
| Grade 4 | An employee who has autonomy in relation to specific projects and is responsible for complex administrative tasks at a higher level than Grade 3. |
| Responsibilities | A position at this grade may include some of the following responsibilities or others of a similar value: <ul style="list-style-type: none"> • Developing and implementing policies and procedures in area of work • Exercises initiative and judgment • Sets priorities, plans and organises work, evaluates outcomes within prescribed areas • Responsible for a range of functions requiring a high level of knowledge and skills • Undertakes responsibility for the completion of moderately complex projects. |

| | |
|----------------------------------|---|
| Skills, knowledge and experience | Knowledge of the organisation, its services, policies and procedures Specialist knowledge gained through experience, training or education |
|----------------------------------|---|

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|----------------------------------|---|
| | High level of interpersonal and communication skills Tertiary qualification or equivalent experience in relevant field. |
| Supervision | Works under limited direction from senior employees but has delegated authority in specified areas. May supervise other employees and/or volunteers/students. |
| Occupational equivalent | Administrative Officer, Information Officer, Project Officer, Research Officer, Network/Resource Development Officer. |
| Grade 5 | An employee who has a higher level of complexity, responsibility, initiative and autonomy than a Grade 4. An employee at Grade 5 would normally have a significant supervisory role and/or be involved in devising strategies to achieve the organisation's objectives. |
| Responsibilities | A position at this grade may include some of the following responsibilities or others of a similar value: <ul style="list-style-type: none"> • Devises strategies to achieve outcomes in relation to the organisation's objectives • Is involved in formulating policy, procedures and work practices • Controls and coordinates projects • Sets priorities, plans and organises their own work and that of people under their supervision • Takes responsibility for decision making • Has discretion to innovate and take responsibility for outcomes • Provision of a high level of advice. |
| Skills, knowledge and experience | Extensive experience in relevant area High level of knowledge of relevant discipline Strong strategic planning skills High level of interpersonal, communication and supervisory skills Relevant tertiary qualification or equivalent |
| Supervision | Takes broad direction, where relevant, from Director, but has significant delegated authority. May manage a work area and supervise staff classified at a lower level. Supervises students and volunteers. |
| Occupational equivalent | Policy Officer, Advocacy and Human Rights Officer, Training Officer |
| Grade 6 | An employee who has the responsibility, delegated by the Board, for supervision of, consultation with and leadership of all staff in order to achieve organisational objectives. |
| Responsibilities | A position at this grade may include some of the following responsibilities or others of a similar value: <ul style="list-style-type: none"> • Exercise a high degree of responsibility for management and decision making • High level planning with accountability for organisation's performance • Consultation with staff on identification and achievement of organisational objectives • Build the organisation's capacity to meet current and future needs • Develop policy and advocacy objectives • Maintain liaison with stakeholders within sector • Coordinate and manage staff supervision, training, development, and workplace conflict • Managerial responsibility for OHS issues • Ensure compliance with relevant legislative requirements • Control of income and expenditure • Report to Board the financial position of organisation • Report to Board against organisational workplan |
| Skills, knowledge and experience | Tertiary qualifications and experience including demonstrated managerial, supervisory and strategic planning skills |

| | |
|-------------------------|--|
| | Demonstrated policy analysis, research and advocacy skills Ability to exercise sound judgement in relation to complex issues. High level of interpersonal and communication skills |
| Supervision | Reports to and under broad direction of the Board; has high level of delegated authority. Supervises all staff. Responsible for ensuring effective supervision of volunteers and students. |
| Occupational equivalent | Director, Executive Officer |

TABLE 3 MISCELLANEOUS ALLOWANCES AND PAYMENTS

| | |
|--|---|
| First aid allowance | As of 1 July 2006: \$1.60 per day As of 1 July 2007: \$1.65 per day As of 1 July 2008: \$1.71 per day Or as published in SACS Award as it is from time-to-time |
| Motor vehicle allowance | As of 1 July 2006: \$0.53 per km As of 1 July 2007: \$0.55 per km As of 1 July 2008: \$0.57 per km Or as published in SACS Award as it is from time-to-time |
| Meal allowances Breakfast Lunch Dinner | \$15 \$18 \$30 May be adjusted to allow for increases in CPI from time-to-time |
| Accommodation Capital City Elsewhere | General rule is for a 3-star venue or to the following maximums: \$120 per person per day \$80 per person per day May be increased where clear evidence of unavailability of alternative suitable accommodation. |

TABLE 4 SEVERANCE PAY FOR INVALIDITY OR REDUNDANCY

| Period of Service | Under 45 years of age | 45 years of age and over |
|---------------------------|------------------------------|---------------------------------|
| Less than 1 year | Nil | Nil |
| 1 year and up to 2 years | 4 weeks | 5 weeks |
| 2 years and up to 3 years | 7 weeks | 8.75 weeks |
| 3 years and up to 4 years | 10 weeks | 12.5 weeks |
| 4 years and up to 5 years | 12 weeks | 15 weeks |
| 5 years and up to 6 years | 14 weeks | 17.5 weeks |
| 6 years and over | 16 weeks | 20 weeks |

Signed for and on behalf of)
Combined Community Legal Centres' Group (NSW) Inc)
by (name and position of signatory))_____

Signed for and on behalf of)
AUSTRALIAN SERVICES UNION)
by (name and position of signatory))_____