

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA99/223**

**TITLE: Blue Mountains Family Support Service Incorporated Enterprise Agreement 1999**

**I.R.C. NO: 99/4248**

**DATE APPROVED/COMMENCEMENT: 23 August 1999**

**TERM: 36 months**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES: 23**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to the following occupations located at 10 Station Street Katoomba NSW 2780 :- Manager/Co-ordinator, Family Support Workers, Group Workers and workers classified as Social Welfare Assistants and /or Social Welfare Workers Category One, Two or Three in the Award

**PARTIES:** Blue Mountains Family Support Service Incorporated -&- Australian Services Union of N.S.W.

*PR*

# **Blue Mountains Family Support Service Incorporated**



## **Enterprise Agreement 1999**

### **Final Ratified Draft**

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**Clause 1. Title and Display of Enterprise Agreement:**

1.1 This agreement shall be known as the **Blue Mountains Family Support Service Incorporated Enterprise Agreement 1999**.

1.2 This agreement shall be made available to all employees to whom it applies. It shall also be maintained in an accessible place at both offices of the organisation.

**Clause 2. Definitions:**

**For the purpose of this Agreement the following definitions will apply:-**

**“Agreement”** shall mean the Blue Mountains Family Support Service Incorporated Enterprise Agreement 1999

**“Employee”** shall mean any person who works under the direction of the employer and receives payment in the terms of this Agreement.

**“Employer”** shall mean Blue Mountains Family Support Service Incorporated.

**“Award”** shall mean the Social and Community Services Employees (State) Award as at the ratification of this Agreement.

**Clause 3. Intention:**

3.1 The purpose of this Agreement is to:-

3.1.1 to partially regulate the terms and conditions of employment of employees;

3.1.2 to clarify and secure all over Award conditions employees currently receive;

3.1.3 to recognise and validate the diversity of culture and the definition of family;

3.1.4 to develop and maintain a competent, committed and flexible work place.

3.2 This Agreement has been developed in consultation with staff and management in a voluntary process over a period of two years. The Agreement reflects the past and current practices of the organisation as well as aiming to clarify conditions not adequately covered in the existing Award.

3.3 This Agreement has not been entered into under duress by any party to it.

**Clause 4. Date and Period of Operation:**

This Agreement shall operate from the date of ratification and will remain in force for a period of 3 years unless varied or terminated earlier by provisions provided by the Industrial Relations Act, 1996.

**Clause 5. Parties to the Agreement / Enterprise Details:**

5.1 The enterprise agreement is made in accordance with :

(a) The provisions of Section 32-47 of the Industrial Relations Act 1996; and,

(b) The Principles for approving enterprise agreements as provided by Section 33(1) of the Act.

5.2 The parties to this Agreement are the Australian Services Union of N.S.W., 35 Regent Street, Chippendale, N.S.W., 2008) and the Blue Mountains Family Support Service Inc., 10 Station Street, Katoomba N.S.W., 2780

5.3 The occupations covered in the enterprise include:- Manager / Co-ordinator; Family Support Workers, Group Workers and workers classified as Social Welfare Assistants and/or Social Welfare Workers Category One(1), Two (2) or Three (3) in the Award.

**Clause 6. Incidence**

6.1 This Agreement shall be read in conjunction with the Social and Community Services Employees (State) Award, however where there is any inconsistency this Agreement shall apply.

6.2 Should, during the period of operation of this Agreement, the salary and/or conditions contained in the parent Award be improved to exceed any of the corresponding conditions in this Agreement the Award shall supersede this Agreement in those areas.

**Clause 7. Guiding Principles and Related Documentation:**

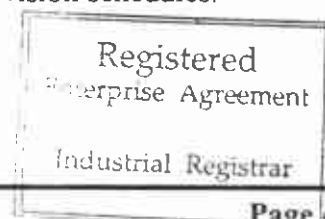
Further to this Agreement the employer relies on the following in guiding employment / agency principles, policies, procedures, and actions. The information / documentation related to the following will be made available to staff. Originals are required to stay on the premises of the agency. Staff may photocopy part or all of this information for their own records and consideration as required.

- i. Jobs Australia Limited (*as the employer's adviser*)
- ii. Social and Community Services Employees (State) Award.
- iii. Occupational Health & Safety Guidelines / Workcover Australia
- iv. National Skillshare Employing Handbook
- v. National Skillshare Disciplinary Action & Termination of Employment Guide
- vi. Equal Employment Opportunity in Community Organisation Guidelines
- vii. Anti-discrimination Guidelines
- viii. Employee Job Descriptions
- ix. Blue Mountains Family Support Service Employment Policy
- x. 'Out of Six' - 'Essential Qualities in Family Support Work' Discussion Paper
- xi. And other mutually agreed documentation / updates as they become relevant

**Clause 8. Entitlement on Commencement of Employment:**

**At the outset of employment, employees are to be supplied with:-**

- i. A letter of appointment confirming their position, starting date, classification, salary, and other information that may be specific to their employment.
- ii. A Job Description outlining the areas of duty and work practice arrangements that they are responsible for. NB: Job Descriptions can not be altered without the prior consultation and consent of the employee involved and the employer, (Where service restructuring affects Job Contracts set procedures must be followed – see Clause 31-*Introduction of change and restructure* for more information).
- iii. Blue Mountains Family Support Service Incorporated Enterprise Agreement
- iv. Access to a copy of the relevant Award entitlements and conditions and other guiding documentation as listed above.
- v. An orientation to the service and its policies, aims and objectives; roles and responsibilities.
- vi. Details of relevant work plans, meetings and supervision schedules.



**Clause 9. Code of Conduct / Grievance and Dismissal Overview:**

9.1 All employees are expected to perform their duties effectively and in line with Agency policies, aims and objectives.

9.2 Continued employment is based also on compliance with the Employee's Code of Conduct (*as referred to in Annexure 1.*).

9.3 Employees are deemed to open themselves to grievance and/or dismissal proceedings if they breach the conditions of their employment as specified in this contract and/or 'Employee Code of Conduct' guidelines, (to be read in conjunction with clause 34.2).

9.4 All grievances and/or dismissal procedures will be dealt with in accordance with the guidelines and recommendations of the SACS Award; relevant Union(s) and the Jobs Australia. Employees must have ready access to information on employer / employee rights and responsibilities and the terms of reference for grievance / dismissal procedures and guidelines. It is the employees responsibility to fully inform themselves of these procedures / guidelines and their rights and responsibilities.

**Clause 10. Hours of Duty:**

All employment conditions, entitlements and rosters will be based on a 35 hour week full time and pro-rata there of for part time staff.

**Clause 11. Rates of Pay:**

~~10.1~~ <sup>11.1</sup> The rate of pay and classification levels for employees covered by this Agreement will be in accordance with the 'Mountain Community Resource Network Recommended Rates' (*as referred to in Annexure 2.*).

~~10.2~~ <sup>11.2</sup> The rates of pay outlined in Annexure 2. are linked to the Social and Community Services Employees (State) Award. It is agreed that wage adjustments to this Award in the form of State Wage Case decisions shall also be passed on to this Agreement via the updated MCRN Recommended Rates.

**Clause 12. Time Sheets:**

All employees are required to keep accurate time sheets on all hours worked and leave taken. Time sheets are to be made available for processing within each payment period and/or as otherwise required.

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**Clause 13. Supervision and Meetings:**

13.1 All employees are required to participate in both internal and external supervision and employee support structures that operate at the agency.

13.2 All employees are required to participate in staff and inservice planning and evaluation meetings and processes as required.

13.3 Employees may be required to attend Management Committee meetings and/or other relevant work meetings, etc from time to time. (all employees are to have the right to access the Management Committee for the discussion of specific needs/issues as required).

13.4 All employees are expected to maintain self responsibility over their own self care (professionally and personally) and where the need arises to bring any concerns relevant to their work to the team co-ordinator and/or supervisor for consultation and support.

13.5 If such a case arises where significant trauma or concern has been experienced as a result of an incident occurring in an employees line of duty, the employer will arrange for specific support, informal debriefing and/or formal external 'Critical Incident Stress Debriefing' (CISD) as required. In situations where there has been a serious\* incident (\*as defined by the management) by one or more employees such employees will be compelled to participate in the support structures organised in relation to the incident.

**Clause 14. Professional Development:**

The employer is responsible for providing employees with training and professional development opportunities relevant to their position and to the role of the Agency. Employees will be entitled to be released from their ordinary work hours to attend such training. All employees are expected to take full responsibility for participation in the continuation of their professional / skills development. The amount of training available to each employee will be negotiated in consultation with the employee, service co-ordinator and management. Such decision will take into account both employee and agency needs.

**Clause 15. Performance Appraisal:**

15.1 Each employee is required to participate in the ongoing assessment and review of their work practice based on this Agreement, relevant work plans and their Job Description.

15.2 Performance appraisals will be conducted in full consultation with the employee through personal interview; supervision; peer/team discussion and/or via other means as agreed upon by all parties.

**Clause 16. Non-smoking Policy:**

Blue Mountains Family Support Service Inc is a non-smoking work place. Smoking is not permitted in the offices of the service or by workers in the homes of the clients visited or by workers when transporting clients in their vehicle

**Clause 17. Christmas Work Roster:**

Blue Mountains Family Support is closed between the period of Christmas and New Year. On call rosters are maintained for the non-public holidays during this period. Staff are required to be available for a proportion of on call availability for these non-public holiday days. The amount of time expected for on call availability should be proportional to the normal working hours of each staff member to a maximum of one day's availability per worker. On call roster organisation, review and the overall monitoring of need and allocation of on call staff to duty will be the responsibility / delegation of the Service Co-ordinator. Staff are not required to forego their personal leave entitlements during this time, even if no call out duties arise during their periods of on call availability.

**Clause 18. Childcare Arrangements:**

Where an employee has the responsibility for the care of a child(ren) that employee shall be entitled to bring that child(ren) to their place of work provided that the employer maintains absolute discretion as to the conditions, limits, and continuation of such arrangements. Arrangement guidelines and decisions will take into consideration:-

- i. Childcare arrangements are not to cause a disruption to agency service delivery.
- ii. The employer has the right to deny, in whole or part, children attending the work place.
- iii. Ongoing arrangements are to be made in consultation with the co-ordinator and other team members.
- iv. Consideration is to be given to the needs of all staff whom share the work place environment.
- v. Any conflicts in relation to childcare arrangements are to be taken to the Management Committee for final resolution.

**Clause 19. Superannuation Deductions:**

The employer shall maintain ongoing responsibility in relation to the payment of employer superannuation contributions for employees at the prescribed government fixed percentage rate. The employer currently holds it superannuation account with Health Employees Superannuation Trust Australia. Employees have the right to choose a different superannuation provider. Workers must advise the employer of the superannuation provider they wish to use. Employees must also inform the employer if they require personal contributions to be taken from their pay entitlements.

**Clause 20. Vehicle Policy:**

20.1 All employees are strongly encouraged to carry Comprehensive insurance on the vehicle they use for the purposes of work.

20.2 All vehicles used for the purposes of work *must* at least carry Third Party Property Damage insurance.

20.3 Details of all insurances carried on vehicles used for the purposes of work must be supplied to the employer for administration records.

20.4 The employer shall indemnify workers' vehicles through additional 'staff vehicle insurance'. Details of insurance cover under this policy is to be made available to staff on request.

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**Clause 20.  
(Cont)**

20.5 All staff transporting clients can only do so with the full use of RTA required seat belt and child safety restraints. BMFSS is responsible for supplying and fitting of any additional seat belts / restraints that may be required for the safe transport of clients.

**Clause 21. Workers Compensation and Liability:**

21.1 All Workers Compensation Insurance and claims will be dealt with under the guidelines of the Agency's Insurer and Work Cover NSW. Employees are to have access to information on the correct procedures for reporting work related accidents and/or illness and for lodging claims, etc. Employees are responsible for ensuring their full understanding and compliance with these guidelines.

21.2 The employer shall indemnify employees against civil action or claim as per Award entitlements. The employer shall also not seek indemnification from the employee for direct or indirect loss of any kind by the agency or a third party resulting from acts of negligence made in the line of their duty. However, this right is forfeited by the employee for any acts of gross misconduct, negligence or other violation of their employment responsibilities and/or which would otherwise initiate dismissal proceedings.

**Clause 22. Union Membership:**

All employees are strongly encouraged to join a union. Union members have the right to union representation for the resolution of conflict in any area of their employment. Union fees can be deducted from employee's salaries by request. Union members are entitled to up to one hour per month for attending union meetings and to take reasonable time during ordinary working hours to follow up on union business and communication.

**Clause 23. Remuneration (Salary) Packaging:**

23.1 The employer is recognised as a Public Benevolent Institution and as such is exempt from requirements to pay Fringe Benefits Tax on any legitimate fringe benefits provided to employees. The employer will use its Fringe Benefit Tax exempt status when offering remuneration to employees.

23.2 Where agreed between the employer and a full or part-time employee under this enterprise agreement, the employer may introduce remuneration packaging in respect of salary paid as outlined in Clause 11 of this enterprise agreement.

23.3 The effect if the introduction of remuneration packaging shall be that it replaces the entitlements of an employee under the provisions of Clause 11 of this enterprise agreement.

23.4 The terms and conditions of such a package will not, when viewed objectively, be less favourable than the pay entitlements otherwise available under the Award or this Agreement;

23.5 The employer shall ensure that the structure of any package complies with taxation and other relevant laws;

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**Clause 23.  
(Cont)**

23.6 The employer shall confirm in writing to the employee the classification level and the current pay rate payable as applicable to the employee within their Award and Agreement entitlement;

23.7 The employer shall advise the employee, in writing of their right to choose payment of that pay referred to in paragraph (23.3) above instead of a remuneration package;

23.8 The employer shall advise the employee, in writing, that all Award conditions, other than the pay rate shall continue to apply;

23.9 The employee may package a maximum of thirty percent (30%) of the applicable salary to a non-salary fringe benefit;

23.10 A copy of this agreement shall be made available to the employee;

23.11 The employee shall be entitled to inspect details of the payments and transactions made under the terms of this agreement and for this purpose, where such details are maintained electronically, the employee shall be provided with a print out of the relevant information;

23.12 The employee shall advise the employer, in writing, that their agreed cash component is adequate for his/her living expenses;

23.13 The configuration of the remuneration package shall remain in force for the period agreed between the employee and the employer;

23.14 Where at the end of the agreed period the full amount allocated to a specific benefit has not been utilised, by agreement between the employer and employee, an unused amount may be carried forward to the next period, or paid as pay which will be subject to usual taxation requirements. However, the employer must ensure that no employee accrues any benefit beyond 30 June in any financial year, and that all benefits to which an employee is entitled to under these arrangements are paid prior to 30 June in any financial year;

23.15 In the event that the employer ceases to attract exemption from payment of Sales Tax Exemption / Fringe Benefits Tax, all salary packaging arrangements shall be terminated and individual employees' pays will revert to those specified in this Agreement. Notice shall be given in accordance with subclause 23.15 below.

23.16 Where changes are proposed to salary packaging arrangements, or salary packaging arrangements are to be cancelled for reasons other than legislative requirements, then the employee must give one months' notice in writing, and the employer must give three months' notice in writing;

23.17 The calculation of the entitlements concerning occupational superannuation and annual leave loading will be based on the value of the employee's total pay as outlined in this Agreement.

23.18 The calculation of the entitlements concerning in service paid leave, including annual, sick and long service leave will be based upon the value of the employee's total wage as outlined in Clause 11 of this Agreement.



**Clause 23.  
(Cont)**

23.19 In the event the employee ceases to be employed by the employer this agreement will cease to apply as the date of termination and all leave entitlements due on termination shall be paid at the rates contained in this Agreement where appropriate. Any outstanding benefit still due under this agreement upon termination shall be paid on or before the date of termination

23.20 Any pay increases which are granted to employees under this Agreement shall also apply to employees subject to remuneration packaging arrangements within this clause;

23.21 The employee may consult with a representative of the ASU before signing a remuneration package agreement as described in this clause.

23.22 Where an employee is in receipt of payments in regard to a compensable injury under the relevant workers Compensation legislation then the payments the employee shall receive shall be calculated based upon the value of the employee's total wage as outlined in Clause 11 of this Agreement

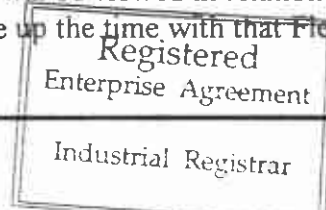
23.23 The employer sets the administration arrangements relating to the Remuneration (Salary) Packaging Scheme (*as referred to in Annexure 3*).

23.24 All employees who choose to participate in the Remuneration (Salary) Packaging Scheme are required to sign and be bound by an additional agreement / application form.

**Clause 24. Flexi-time Provisions:**

All employees are expected to maintain their regular working hours and are expected to take full responsibility to ensure that adequate time management and planning occurs to avoid the ongoing working of additional / unpaid hours. However, it is acknowledged that from time to time it may be necessary and/or desirable for workers to work over and above regular work hours in one week and to have that time off in another week. In such circumstances the employee is entitled to use a 'Flexi-Time' arrangement. 'Flexi-Time' allows for the equivalent of one hour leave to be taken for every hour worked in addition to regular working hours. 'Flexi-Time' guidelines are as follows:

- i. All hours worked above regular weekly hours are to be taken within a pre-set 3 monthly calendar periods per year. These periods are defined by the Agency and are applicable for all staff.
- ii. The maximum hours that can be accrued within the pre-set period is the equivalent to the employees regular working week.
- iii. The Agency is responsible for overall planning, assessment & monitoring of 'Flexi-Time' arrangements.
- iv. Employees are responsible for monitoring their individual accrual and leave within these guidelines.
- v. All requests for leave are to be made in consultation with the service co-ordinator and consideration is also to be given to co-workers and Agency service provision needs.
- vi. Negative 'Flexi-Time' balances can be arranged in consultation with the service co-ordinator to a maximum of the equivalent to the employees regular working week (all requests for negative Flexi-Time will be viewed in relation to agency needs and the ability of the worker to make up the time with that Flexi-Time pre-set period).



**Clause 25. Sick Leave:**

25.1 Sick leave entitlements are payable as per award and are calculated on a pro-rata basis dependent on employees ordinary working hours. Eligibility for sick leave commences from the commencement of employment.

25.2 Sick leave can also be taken in response to the illness, injury, accident or incapacity of a person in the employee's care, (medical certificate requirements still apply).

25.3 Where an employee suffers from an illness (physical or stress related) which is in all probability contracted while the employee is on duty but where the employee is not entitled to workers compensation benefits they may (AT THE DISCRETION / CAPACITY OF THE EMPLOYER) be granted special sick leave that is not credited to normal sick leave entitlements. This must not exceed 8 weeks in any one year. *NB: Applications exceeding 2 weeks will only be considered after Workers Compensation Claims have been denied.*

**Clause 26. Parental Leave:**

Employee entitlements for Parental Leave are covered under the Industrial Relations Act 1996. However the the following definitions are to apply for the purpose of defining entitlements to maternity and paternity leave:-

- i. *'spouse'* to include married, defacto, and same sex partnerships.
- ii. *'child'* to include biological, non-biological, fostered and adopted children or children in employee's care for other reasons.

**Clause 27. Bereavement Leave:**

For the purpose of defining bereavement leave entitlements the employer recognises *'bona fide relationships'* to include all partners, ex-partners and family (biological and of choice) members with whom the employee identifies as having had a significant relationship at the time of their death.

**Clause 28. Special Leave:**

Paid special leave is available to employees to a maximum of 3 days (ie: up to 65% or normal weekly hours) per year (not accumulative). Such leave can be applied for periods of special circumstances, ie. moving house, etc requiring the employee to take time off work. Applications for special leave will be made in consultation with management committee / service co-ordinator. Management has the discretion to grant leave in accordance with agency needs and may request the employee to arrange leave to suit agency needs.

**Clause 29. Study Leave:**

Employees shall be entitled to take up to one week unpaid leave (equivalent to their ordinary working hours) for the purpose of attending and/or preparing for their personal / professional study and development requirements.

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**Clause 30. Leave Without Pay:**

**Employees are entitled to apply for up to 12 months leave without pay (LWOP) from their position after a minimum of 12 months continuous service under the following conditions:-**

- i. It should be acknowledged that periods of LWOP (particularly longer periods) will require the agency to put in place alternative and/or temporary employment structures in place of the absent worker. As such any employee considering taking LWOP is required to give special and careful consideration to the need for / duration of their required absence from work prior to making their LWOP application.
- ii. LWOP applications must be made in writing to the Management Committee via Service Co-ordinator.
- iii. Once LWOP has commenced (for periods of leave of six (6) or more months) the employee taking LWOP can not request to return to work within the first 6 months of the LWOP period under any circumstances.
- iv. After 6 months of the LWOP period has elapsed requests by the employee on LWOP to return to work early will only be considered by the committee in exceptional circumstances and such requests must come with two (2) months notice.
- v. Two (2) months prior to the end of the LWOP period granted the employee on LWOP is required to give the management committee formal written notice of their intentions of returning / not returning to work after the LWOP is complete.
- vi. The employer must endeavour to maintain open communication and feed back with employees on LWOP in regard to any work place news, changes and/or plans that may affect that worker in any way.
- vii. The employer must ensure that any person(s) employed to replace an employee whilst on LWOP is to be fully informed of the temporary nature of their position and that the nature of their position is clearly defined in their job contract. Person(s) employed to replace an employee on LWOP must also be kept fully informed about any requests / decisions made by the permanent employee and/or committee that may affect the period of their temporary employment.

**Clause 31. Introduction of Change and Restructure :**

**31.1 Employer's Duty to Notify** - Where the employer has made a definite decision to introduce major changes in program, organisation, structure or technology that are likely to have significant effect on employees, the employer shall notify the employees who may be affected by the proposed changes and the ASU.

**31.2 "Significant effects"** include termination of employment, major changes in the composition, operation opportunities; promotion opportunities or job tenure; changes in the designation of staff positions; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. In cases where the relevant Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

**Clause 31.  
(Cont)**

31.3 *Employer's Duty to Discuss Change* - The employer shall discuss with the employees affected and the ASU, inter alia, the introduction of the changes referred to in subclause 2] hereof, the effects such changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or the ASU in relation to the changes.

31.4 The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in subclauses 31.1] and 31.2] hereof.

31.5 For the purpose of such discussion, the employer shall provide in writing to the employees concerned and the ASU, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interest.

31.6 Where the introduction of change / re-structuring introduced requires a worker to re-train, that worker shall be entitled to up to 20% of their weekly hours for up to one year for this purpose.

**Clause 32. Redundancy:****32.1 Principle Statement of Blue Mountains Family Support Service Inc:**

32.1.1 BMFSS will endeavour to avoid redundancy actions where ever possible. In doing so the agency is committed to exploring and pursuing all available options, in full consultation with staff, in any situation which may lead to or cause a redundancy action to proceed;

32.1.2 BMFSS recognises that redundancy actions pose great difficulties to all those involved and can and do cause great distress and uncertainty to individuals, staff, management, clients and the agency itself. Any and all actions taken in regard to possible redundancies will therefore be approached by the agency from a place of respect, support and full acknowledgment of the implications involved;

32.1.3 BMFSS will NOT use redundancy actions in place of disciplinary / dismissal actions.

32.1.4 Should a situation arise where a redundancy action appears to be required BMFSS will comply with the following guidelines:-

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

32.3 The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of subclause 1] hereof and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations of the employees concerned.

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**Clause 32.  
(Cont)**

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

**32.5 Transfer to Lower Paid Duties** - Where an employee is transferred to lower paid duties for reasons set out in paragraph 1] hereof the employee shall be entitled to the same period of notice of transfer as they would have been entitled to if their employment had been terminated, and the employer may at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

**32.6 Severance Pay** - In addition to the period of notice prescribed for ordinary, an employee whose employment is terminated for reasons set out in subclause 1] hereof shall be entitled to the following amount of severance pay in respect of continuous period of service:

**32.6.1 Period of Continuous Service****Severance Pay**

less than one year:

Nil

1 year and up to the completion of 2 years:

4 weeks' pay

2 years and up to the completion of 3 years:

6 weeks' pay

3 years and up to the completion of 4 years:

7 weeks' pay

4 years and over:

8 weeks' pay

**32.6.2 "Weeks' pay"** means the employee's current ordinary time hourly rate of pay multiplied by the average number of weekly hours (excluding overtime) worked over the past 52 weeks.

**32.6.3** Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

**32.7 Advice to Employees of Future Vacancies** - Where, within one year from the date on which a particular employee is made redundant because of a cessation or reduction in grant funding, grant funding is restored to the employer, or the employer receives an increase in grant funding and wishes to engage a person to perform the same or similar work as that previously performed by the employee made redundant, the employer shall take all reasonable steps to notify the employee of the vacancy.

**32.8 Employee Leaving During Notice** - An employee whose employment is terminated for reasons set out in paragraph 32.2 hereof may terminate his or her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had he or she remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of the remainder of the period of notice, ie: the remainder of the notice period is not payable.

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**Clause 32.  
(Cont)**

**32.9 Alternative Employment** - The employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

**32.10 Time Off During Notice Period** - (i) During the period of notice of termination given by the employer an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment. (ii) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. *For this purpose a statutory declaration will be sufficient.*

**32.11 Notice to Jobs Australia / Centrelink** - Where a decision has been made to terminate employees in the circumstances outlined in subclause 32.1] hereof, the employer shall notify the local offices of Jobs Australia / Centrelink thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

**32.12 Employees Exempted** - (i) This clause shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment. (ii) This clause shall also not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty or in the case of casual employees, or employees engaged for a specific period of time or for a specified task or tasks.

**32.13 Re-employment Support** - The employer will also resource any employee affected by redundancy with support in securing their re-employment elsewhere. This may involve time and assistance in writing job application; clinical supervision / support in relation to the stress / issues caused by the redundancy; consultation / debriefing meetings with management and other staff members; or other areas as agreed upon by both employee and employer.

**32.14 Incapacity to Pay** - An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied on the basis of the employer's capacity to pay.

**Clause 33. Termination Guidelines:**

**33.1 Termination process** - The employer shall establish and notify to all employees as early as possible a procedure for termination of employment, which shall provide that termination shall not proceed until the appropriate disciplinary procedures, as outlined in this contract and by the relevant bodies, have been carried out. This requirement shall not apply in the following circumstances:-

- i. in cases of genuine redundancy;
- ii. where the employee is a probationary employee engaged in accordance with the Award;

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**Clause 33.  
(Cont)**

- iii. where the employee is a casual employee employed in accordance with the provisions of the Award
- iv. where the employer believes that an employee has engaged in misconduct which justifies summary dismissal and has decided to institute summary dismissal procedures. Nothing in this procedure shall restrict the employer's right to summarily dismiss an employee where this is justified.

**33.2 Notice of Termination by Employer**

- (i) In order to terminate the employment of a full-time or part-time employee the employer shall give to the employee 4 weeks' notice of termination.
- (ii) In addition to the notice prescribed in subparagraph (i) hereof, employees over 45 years of age, at the time of the giving of the notice, with not less than two years' continuous service, shall be entitled to an additional week's notice.
- (iii) Payment in lieu of the notice prescribed in subparagraphs (i) and/or (ii) hereof shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (iv) In calculating any payment in lieu of notice the wages an employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated shall be used.
- (v) The period of notice in this clause shall not apply in the case of conduct which justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, or employees engaged for a specific period of time or for a specific task or tasks.

**33.3 Notice of Termination by Employee**

- (i) The notice of termination required to be given by an employee shall be the same as that required of an employer, (ie: 4 weeks). Employees terminating their own employment within the required notice guidelines will be entitled to the leave entitlements available to them at the time of their resignation.
- (ii) If an employee fails to give notice, the employer shall have the right to withhold moneys due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.
- (iii) All employees are entitled to a '*Statement of Employment*', ie: a written statement outlining their employment history upon resignation or termination.
- (iv) All employees are entitled to a '*Exit Interview*' with the employer when their employment ceases to review their employment and/or other issues relevant to the employee or Agency.

**33.4 Time Off During Notice Period** - Where the employer has given notice of termination to an employee, the employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

**33.5 Certificate of Service** - Upon termination of employment for any reason whatsoever, the employer shall furnish the employee with a certificate of service.

**33.6 Summary Dismissal** - Notwithstanding the provisions of this clause, the employer shall have the right to summarily dismiss any employee without notice for misconduct which justifies instant dismissal, and in such case the wages shall be paid up to the time of dismissal only.

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**Clause 34. Summary Dismissal Guidelines:**  
(Definitions / explanation provided by Jobs Australia in excerpt form from the 'disciplinary action & termination of employment guide'):-

**34.1 Definitions**

34.1.1 'Summary' or instant dismissal effectively means dismissal "on the spot" - and without the period of notice specified in the Award or provided for under any applicable legislation.

34.1.2 Summary dismissal by the employer for serious and/ or wilful misconduct is a common law right which is unfettered by any award.

34.1.3 The 'NSW Workplace Relations Act 1996' in its regulations defines and codifies the common law in respect to serious misconduct. The regulations state that the following may be construed as serious misconduct:-

- i. wilful, or deliberate, behaviour by the employee that is inconsistent with the continuation of the contract of employment; or
- ii. conduct that causes imminent and serious risk to the health or safety of a person or the reputation, viability or profitability of the employer's business.

34.1.4 Conduct that is deemed to be serious misconduct occurs when the employee, during the course of employment, engages in one or more of the following:- Theft; fraud; assault; intoxication at work; refusing to carry out a lawful and reasonable instruction.

34.1.5 Effectively, the Act is stating that the employee's actions must be such that the employee has fundamentally breached an implied or express term of their contract of service with their employer.

34.2 **Condonation** - Where the employer condones the employee's misconduct, then the right to summarily dismiss the employee will be treated as having been waived.

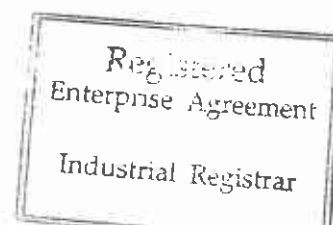
34.3 **Natural Justice** - The employee can not be lawfully dismissed without first telling that employee what is alleged against them and hearing their defence or explanation.

**Clause 35. Unfair Dismissals:**

35.1 Termination of employment by the employer shall not be harsh, unjust or unreasonable.

35.2 For the purpose of this clause, termination of employment includes terminations with or without notice.

35.3 Without limiting the above, except where a distinction, exclusion or preference is based on the inherent requirements of a particular position, termination on the ground of race, colour, sex, marital status, sexual preference, family responsibilities, pregnancy, religion, political opinion, national extraction, social origin and age shall constitute a harsh, unjust or unreasonable termination of employment.



**Clause 36. Dispute or Grievance in Relation to the Award:**

**Subject to the NSW Industrial Relations Act (1996), any dispute or grievance arising out of the operation of the Award, other than a dispute or grievance arising directly from an employer's concern about an employee's work performance or conduct, shall be dealt with in the following manner:**

- i. In the first instance, the employee shall attempt to resolve the grievance with their immediate supervisor or employer and shall be entitled to have a workplace union representative present if the employee so desires.
- ii. Where any such attempt at settlement has failed, or where the dispute or claim is of such a nature that a direct discussion between the employee and their immediate supervisor or employer would be inappropriate the employee may notify a duly authorised State representative of the ASU, who, if they consider that there is some substance in the dispute or claim, may forthwith take the matter up with the employer, and a meeting shall be arranged.
- iii. The arrangement of a meeting under step (ii) shall take place within seven working days of notification to the employer of a dispute or grievance.
- iv. Whilst the above conciliatory procedure is being followed, work shall continue normally where it is agreed there is an existing custom, but, in other cases, work shall continue on the instruction of the employer. No party shall be prejudiced as to the final settlement by the continuation of work in accordance with this clause.

**Clause 37. Employee Counselling and Disciplinary Procedures:**

**The employer shall establish a procedure for counselling and disciplining employees where the employer has concern about their work performance or conduct. The procedure should be designed to suit the size and nature of the enterprise and incorporate the following:**

**37.1 Counselling and Verbal Warnings** - Where the employer has concerns about the work performance or conduct of an employee, the employer shall initiate counselling of the employee concerned to make them aware of the deficiencies in their performance and the standard of performance that the employer requires the employee to meet. At the commencement of counselling the employer shall make the employee aware of the nature of the counselling meeting and the specific areas of concern. Such counselling may or may not be concluded by the employer giving the employee a verbal warning to improve performance or cease the conduct complained of.

**37.2 Counselling and Written Warnings** - Where the employer believes that an employee's work performance or conduct requires it, or continuing work performance or conduct following the procedure in (a) having been completed, has not improved, the employer may counsel or further counsel as the case may be and shall give a written warning outlining the employer's concerns and reasons for coming to that conclusion.

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**Clause 37.  
(Cont)**

37.3 Nothing in this procedure shall restrict the employer's right to summarily dismiss an employee in circumstances that warrant summary dismissal.

37.4 Nothing in this procedure shall prevent the employer from repeating steps specified in paragraphs 37.1 or 37.2 where the particular circumstances require it.

37.5 In relation to this procedure the employer shall ensure that:

37.5.1 where the employee has been counselled or warned to improve work performance or conduct, the employee will be given a reasonable time to comply;

37.5.2 The employee is given an opportunity to respond to any concern or allegation made;

37.5.3 in a process where the employee is likely to be given a verbal or written warning, the employee is to be informed of their right to be accompanied by their Union or other personal representative.

37.6 The employer will use a 'best practice step by step guideline' for all employee counselling and disciplinary processes, *(as referred to in Annexure 4.)*

**Clause 38. Savings:**

Nothing in this agreement shall be deemed or construed to cause a net reduction in remuneration or working conditions from those set out in the SACS Award.

Further, nothing in this Agreement will be deemed or construed to reduce the rates of pay to which an employee was entitled, prior to the making of this Agreement.

**Clause 39. Signatures to the Agreement:**

Signed for and on behalf of  
**Blue Mountains Family Support Service Incorporated**

*Dianne C. Jacobus*

Date: 3/8/99.



Dianne C. Jacobus  
Acting Chairperson.

Signed for and on behalf of the  
**Australian Services Union of NSW**

*Alison Peters*

Date: 5/8/99

ALISON PETERS  
Secretary



## **Annexure 1: Employee Code of Conduct**

### **RESPONSIBILITY**

Workers will in general accept responsibility for the consequences of their actions and how their actions affect others. Workers will also:-

- Act in a professional and ethical manner at all times.
- Not at any time consume alcohol or other drugs, or be under the influence of alcohol or other drugs, whilst working and/or representing the service.
- Not at any time steal and/or misappropriate and/or damage the resources of the service.
- Not at any time engage in sexual activity with clients, staff, or other members whilst working.
- Not take part in any form of racism, sexism, homophobia, abuse and/or violence in their interactions with others, and will openly challenge this behaviour if/when it occurs.

### **PUBLIC RELATIONS**

- Workers will clarify whether speaking on behalf of the service or as an individual when discussing service issues in public and will only speak / act on behalf of the service with the prior knowledge and consent of the Co-ordinator and Management Committee and in line with media release protocol.

### **COMPETENCE**

- Workers will be committed to maintaining high standards of work practice, skill level and knowledge when carrying out the responsibilities and duties related to their position and will maintain also their commitment to their continued professional growth and development by participating in meetings, evaluations and relevant training etc. Workers will also maintain their commitment to self care and responsibility in the performance of their duties, in their participation in professional relationships and in pursuing their personal support needs.

### **MORAL & LEGAL STANDARDS**

- Workers will be aware of the moral and legal responsibilities of their position in the service and in their relationships with clients. Workers agree to strive for relationships based on mutual respect and equal power and agree to comply with all legal responsibilities in relation to Agency procedures, record keeping, and statutory requirements. Workers agree to comply with all laws relating to the forgery and falsifying of documents.

### **CONFIDENTIALITY**

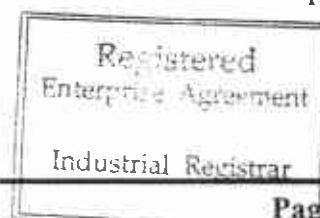
- Will show the utmost respect to clients, workers and management by maintaining confidentiality responsibilities in line with existing Agency policy.

### **COMMUNICATION AND CO-WORKER RELATIONS**

- Respect others/own opinions, feelings, and differences and maintain open and clear communications.
- Accept the right/responsibility to: take care of your own personal issues and to delegate and/or challenge where necessary/appropriate, etc.
- Understand that strong opinions may need to be expressed / debated at times and agree to the importance of approaching such times with mutual respect and endeavour to resolve conflicts that may arise in a fair and supportive manner.

### **BREACH OF CODES OF BEHAVIOUR / ETHICS**

Breach of any of the above codes will leave that person(s) open to the process of formal conflict resolution action and/or grievance / dispute procedure and/or possible dismissal from their employment with the Agency.



**Annexure 2: Rates of Pay****MCRN RECOMMENDED RATES OF PAY**

To take effect from the first pay period on or after the 18th June 1998

<u>CATEGORY</u>	<u>YEARLY</u>	<u>WEEKLY</u>	<u>HOURLY</u> 40HR	38HR	35HR
<b><u>Social Welfare Assistant</u></b>					
Year 1	21570	413.69	10.34	10.88	11.82
Year 2	22601	433.47	10.84	11.40	12.39
Year 3	23548	451.63	11.29	11.88	12.90
Year 4	24688	473.49	11.84	12.45	13.53
<b><u>Social Welfare Worker Category 1</u></b>					
Year 1	26094	500.46	12.51	13.16	14.30
Year 2	27557	528.52	13.21	13.90	15.10
Year 3	28817	552.69	13.82	14.54	15.79
Year 4	30187	578.96	14.48	15.23	16.54
Year 5	31544	604.99	15.13	15.92	17.28
<b><u>Social Welfare Worker Category 2</u></b>					
Year 1	27714	531.53	13.29	13.98	15.19
Year 2	29122	558.53	13.96	14.69	15.96
Year 3	30484	584.66	14.62	15.38	16.70
Year 4	32147	616.55	15.41	16.22	17.62
Year 5	33485	642.21	16.06	16.90	18.35
Year 6	34762	666.71	16.67	17.54	19.05
Year 7	35889	688.32	17.21	18.11	19.67
<b><u>Social Welfare Worker Category 3</u></b>					
Year 1	35889	688.32	17.21	18.11	19.67
Year 2	37411	717.51	17.94	18.88	20.50
Year 3	39425	756.14	18.90	19.90	21.60
Year 4	42150	808.40	20.21	21.27	23.10

**Mountains Community Resource Network**  
P.O. Box 114  
Lawson NSW 2783  
(02) 4751 8792

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**Annexure 3:****Administration & Disbursement of Non-salary Remuneration Benefits**

- i. Employees may have a maximum of 4 separate bills of the listed optional benefits paid as part of their package (ie: non-salary package will accrue each pay period and be payable back to the optional benefit(s) nominated by the employee at the end of each month;
- ii. Each employee will have a separate balance sheet allocated to their package for easy accounting and balance checking. Each employee's balance sheet account can not ever be in debit.
- iii. Invoices, for payment and/or receipts for reimbursement, must only hold the name of the staff member or the staff member's live-in partner and must be presented to the Administrative Officer at least 4 working days prior to the end of the month. A cheque will be drawn to the staff member for reimbursement and/or to the invoice's payee ie. Telstra for a phone bill payment. Bills / invoices will be paid within the individual employee's balance sheet's amount available. No payments will be made without original bills or receipts; (*originals kept by BMFSS / copies supplied to employee*).

**OPTIONAL BENEFITS - A maximum of 4 bills per employee per month can be paid out for the following nominated choices:-**

- Child Care Expenses: Payments may be made / reimbursed, to a third party who is a licensed child carer or accredited child care centre or for child care provided by a third party within the home.
- Housing: Payments may be made to a financial intermediary from the total remuneration package against a home mortgage. **Conditions:** i] Property MUST be owner-occupied / non-income producing; ii] When mortgage loan has re-draw facility the minimum loan re-payment only can be paid; iii] Mortgage Loans connected to savings / credit facilities (eg: 'Varidian') are disqualified from remuneration package payment options as such payments would be defined as cash payments and would incur income tax.
- Health Fund Premiums: Payments may be made to a recognised health insurance fund, either directly or by seeking reimbursement.
- Education: Payments may be made, or reimbursed, for current educational expenses incurred for the education of a family member or for self-education.
- Superannuation: Payments may be made to personal contributions to approved superannuation fund.
- Car Expenses: Payments may be made, or reimbursed, for repairs, registration, insurance and purchase of a vehicle.
- Household Utilities: Payments may be made, or reimbursed, for telephone, electricity, gas, council and water rates, house/contents insurance.
- Continuing Education Expenses: Payments may be made, or reimbursed, for the cost of continuing education, conference attendance and seminar cost. (*HECS not included as is tax exempted.*)
- Personal Life Insurance Premiums: Payments may be made, or reimbursed, for the payment of personal life insurance premiums to an approved broker or company.
- Personal Loans: Payments may be made, or reimbursed, for the payment of personal loans to Banks and/or other officially registered Lending company.
- Credit Card Debits: Payments may be made for the payment of all monies owed on personal credit card facilities. **Conditions:** i] Payments to personal credit card facilities can only be made towards corresponding debits; ii] Payments will not be made towards cash withdrawals or to put the card limit into credit as such payments would be defined as cash payments and would incur income tax.

## Annexure 4: Steps to be taken in the Disciplinary Process

### **Step 1: Preparation by Employer**

- The employer should prepare a list of concerns relating to an employee's work performance or conduct. Concerns should be set out in order of seriousness under clear / different headings.
- As far as possible specific examples should be used illustrating how the employee has failed to meet the standards of conduct and performance required of them.
- Concerns and examples should be defined by and tied to the specific information pertinent to the employee via job descriptions, agency policy, written employer directions and guidelines etc.

### **Step 2: Prior Notice to Employee**

- Prior notice should be given to the employee when initiating disciplinary procedures.
- The notice should state that formal disciplinary procedures have been initiated because of serious concerns relating to work performance and/or conduct.
- Two days (48hrs) formal notice must be given of the requirement of the employee to attend a counselling interview. It should state who is to conduct the interview, & when/where it is to be held.
- This notice must also indicate the employee's right to union or other personal representation.
- Formal notice should also include a copy of the concerns / examples that have led to the initiating of the disciplinary process.
- Should the notice period not be adequate for the attendance of union and/or other representations then consideration should be given to extend the time frame to allow for representatives to attend.

### **Step 3: The Counselling Interview** - The main aim of the counselling interview should be:-

- To ensure that the employee is aware of all the concerns of the employer.
- To give the employee a reasonable opportunity to respond to any allegations made against them.
- To let the employee know what standards of work performance, training or conduct the employer requires.
- To plan how the employer's concerns will be responded to and satisfactorily addressed by the employee.

*Note: full written notes of what is said by both parties in the course of the meeting should be kept and typed up as soon as possible after the meeting and provided to those involved (written notes will be the only recording source used).*

### **Step 4: The Warning Letter** - Unless the outcome of the disciplinary action results in summary dismissal, the employer should issue a formal written warning to the employee. Written warning should:-

- directly state that unless the employee's work performance and/or conduct improves to the standard required by the employee (*following a reasonable review period*) the employer will consider disciplinary action including dismissal. Direct threat of dismissal can be issued in serious matters.
- stipulate the review period to apply and the date of the review
- outline the standards of employee work performance or conduct the employer requires to be reached and maintained.

### **Step 5: The Review Period** - The employer needs to be reasonable in monitoring the performance / training and conduct of the employee during the review period. A diary should be kept, in detail, of instances where the employee has, and/or has not, been successful in meeting the standards set. This information should be used at the review process at the end of the period.

### **Step 6: Review & Decision Making** - The purpose of the review meeting is to assess the review period and for the employer to decide whether further training / disciplinary / dismissal actions will occur or whether the employee has satisfactorily met the employer's requirements and no further action is needed. Written and verbal notice must be given to the employee outlining the **employer's decision**. In the case of dismissal proceedings full notice must be given and other termination **guidelines** followed.