

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/236

**TITLE: Northern Rivers Community Legal Centre Incorporated
Enterprise Agreement**

I.R.C. NO: IRC6/641

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all current and future employees and it Committee of Management employed by Northern Rivers Community Legeal Centre located at 10 Club Lane, Lismore NSW 2480, who fall within the coverage of the Social and Community Services Employees (State) Award.

PARTIES: Northern Rivers Community Legal Centre Inc Association -&- the Australian Services Union of N.S.W.

NORTHERN RIVERS COMMUNITY LEGAL CENTRE Inc. ENTERPRISE AGREEMENT

INDEX

PART I - OPERATION OF THE AGREEMENT

1 Title	3
2 Parties bound and coverage	3
3 Variation and life of Agreement	3
4 Access to Agreement, Related Policies and Tables	3
5 Purpose, interpretation and definitions	3

PART II - ENGAGEMENT OF WORKERS

6 Conditions of employment	5
7 Full-time employment	5
8 Part-time employment	5
9 Permanent employment	6
10 Casual employment	6
11 Fixed-term employment	6
12 Recruitment Guidelines	7
13 Subsidised employment schemes	7
14 Job Descriptions	7
15 Confidentiality	7

PART III - HOURS OF WORK

16 Hours of work	8
17 Call back	8
18 Flex time, overtime and absences on time in lieu	9
19 Evening advice roster	10
20 Home based work	10

PART III - CLASSIFICATIONS, WAGES AND SUPERANNUATION

21 Classifications and Rates of pay	11
22 Higher duties	13
23 Payment of Wages	13
24 Wage package	14
25 Staff Support and Development System	15
26 Staff training and development	15
27 Superannuation	15

PART IV - ALLOWANCES AND AMENITIES

28 Travelling, meals, motor vehicle and other allowances	16
29 Amenities	16
30 Access to the workplace for childcare	16

31 Occupational Health and Safety	17
32 Practicing certificates and professional accreditation	17
33 Vicarious liability	17

PART V - LEAVE

34 Miscellaneous matters	18
35 Sick leave	18
36 Carers leave	18
37 Additional Leave relating to chronic or serious illnesses	19
38 Workers compensation make-up pay	19
39 Recreation leave	19
40 Public Holidays	20
41 Leave during Christmas closure	21
42 Leave without pay	21
43 Long service leave	22
44 Parenting leave	22
45 Bereavement leave	24
46 Special Leave	24
47 Cultural leave	24
48 Jury service leave	24
49 Study leave	25
50 Trade union training leave	25
51 Flood leave	25

PART VI - GRIEVANCE, COUNSELLING & DISCIPLINARY PROCEDURES, TERMINATION, INTRODUCTION OF CHANGE, AND REDUNDANCY

52 Grievance and dispute settling procedures	26
53 Termination of employment	27
54 Counselling and disciplinary procedures	28
55 The Counselling and disciplinary process	28
56 Summary dismissal	31
57 Invalidity	31
58 Redundancy and the introduction of change	32
59 Union membership	33
60 General savings	33

TABLE 1 Pay Rates	34
TABLE 2 Commencement Pay Rates	36
TABLE 3 Allowances	37
TABLE 4 Redundancy, Invalidity & Salary Maintenance Payment	37

SIGNATORIES	38
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PART I - OPERATION OF THE AGREEMENT

1 Title

This Agreement is to be known as the Northern Rivers Community Legal Centre Enterprise Agreement.

2 Parties bound and coverage

(a) This Agreement binds:

- (i) The Australian Services Union of New South Wales (to be referred to in this Agreement as the "Australian Services Union" or "the Union"); and
- (ii) Northern Rivers Community Legal Centre and its Committee of Management.

(b) This Agreement applies to all current and future workers employed or engaged by Northern Rivers Community Legal Centre and its Committee of Management.

3 Variation and Life of Agreement

(a) This Agreement will operate on and from 21 February 2006 and continue in force for a period of three years.

(b) This Agreement may be changed by agreement between the parties and upon application to the Commission.

4 Access to this Agreement, Related Policies and Tables

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

A folder, including all relevant policies and tables that are referred to in this Agreement, shall be kept in an accessible shared folder on the computer network.

5. Purpose, interpretation and definitions

(a) The Northern Rivers Community Legal Centre is committed to providing free, independent legal assistance to the public, and works towards reform of the law and the legal system.

(b) This Agreement applies to a Community Legal Centre, which encourages co-operative work practices between workers and the Northern Rivers Community Legal Centre Inc.

(c) The purpose of this Agreement is to set out the conditions under which workers are employed. Within the spirit of co-operative work practices, the aim of these employment conditions is to facilitate and support workers in carrying out the functions of the Committee of Management.

(d) 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.

(e) There are several references in this Agreement to workers also being entitled to the provisions of Acts of Parliament or government schemes. Wherever there is a conflict between this Agreement and any legislation, enterprise agreement or award or government scheme, whether or not there is specific reference to the latter, the provision most favourable to the Centre's workers will apply. The award that applies for the purposes of this Agreement shall be the Social and Community Services Employees (State) Award as at the 5th November 2005.

(f) In this Agreement the following definitions apply:

"Agreement" means the Northern Rivers Community Legal Centre Enterprise Agreement.

"Award" means the Social and Community Services Employees (State) Award as at the 5th November 2005

“Commission” means the NSW Industrial Relations Commission.

“Centre” means the Northern Rivers Community Legal Centre Incorporated.

“Executive” means the group comprised of the Chairperson, Treasurer and the Centre Manager and which has powers and authority delegated to it by the Committee of Management.

“Evening Advice Services roster” means the roster for the evening advice and information sessions of Services.

“Committee of Management” means, persons appointed or elected as per Articles of Association.

“Recruitment Guidelines” mean those guidelines most recently approved by the Committee of Management in relation to recruitment.

“Service” is each separately recurrently funded unit of the Northern Rivers Community Legal Centre Inc.

“Staff Meeting” means a meeting of at least half of the staff of each of the Centre’s services provided all service staff members are advised of the meeting not less than 48 hours before.

“Union” means the Australian Services Union of New South Wales.

“Worker” means an employee of Northern Rivers Community Legal Centre Inc.

“Pro rata” means according to a worker’s percentage of full time hours; full time hours being 35 hours a week.

PART II - ENGAGEMENT OF WORKERS

6 Conditions of employment

Prior to commencing employment the Committee of Management will give each new worker a letter of appointment setting out:

- (i) worker’s job description and position title;
 - (ii) worker’s regular or set hours of work, including whether night work is expected;
 - (iii) worker’s pay rate under this Agreement;
 - (iv) worker’s employment status (i.e. permanent, casual, fixed term or under a subsidised employment scheme);
 - (v) worker’s entitlement to, and possible liability to reimburse, the payment of a practicing certificate or other professional fee or accreditation under clause 32;
- and attaching a copy of this Agreement.

7 Full time employment

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

(b) Full-time workers shall be paid a minimum of two hours on each day they work.

8 Part time employment

(a) A part time worker is a person employed on a permanent basis,

- (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 worker in a fortnight.

(b) On any one day that the part time worker is on duty, they shall be paid a minimum of two (2) hours.

(c) A worker may, with the agreement of the Committee of Management, temporarily change their days or hours in a day or total hours of work in a fortnight.

(d) Unless specifically stated, a part time worker has all entitlements under this Agreement proportionate to their total hours compared to that of a full time worker (pro rata).

(e) Upon returning from parenting leave a worker is entitled to work part time in the same position they held prior to taking parenting leave or, if this is not reasonably practical, in a position of similar duties and status at hours and days agreed with the Committee of Management and for an agreed period (see also clause 44).

(f) A worker may negotiate with the Committee of Management to convert their position to job share or part time, either permanently or for an agreed temporary period.

(g) A worker who has converted from full time employment to part time employment for an agreed temporary period, either following parenting leave or otherwise, is entitled to revert to full time hours before the end of the agreed period provided they have given the Committee of Management a suitable period of notice.

The suitability of the period of notice will depend on all the circumstances of the case, including amongst other matters, whether another worker has been employed as a result of the part time work, the period of part time employment worked and remaining to be worked, the Committee of Management's budget and the worker's reasons for reverting to full time employment.

9 Permanent Employment

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

10 Casual Employment

(a) A casual worker is a worker who is employed to perform work of a short term and or irregular nature and is specifically engaged as such, and on any one day that the casual worker is on duty, they shall work a minimum of three (3) hours.

(b) A casual worker will be informed in writing upon engagement that:

(i) they are hired by the hour;

(ii) subject to being paid a minimum shift of 3 hours, they will be paid for actual time worked; they are not entitled to payment for public holidays not worked nor payment for paid leave of any type other than Long Service Leave.

(c) A casual worker will be paid the appropriate hourly rate under this Agreement plus a loading of 25% for ordinary working hours (this loading includes Annual Leave Provisions).

(d) Where a casual worker is subsequently employed by the Committee of Management on a permanent basis, the worker's previous periods of employment in the last 6 months will be counted as service for all purposes (such as incremental advancement under sub clause 21(g)) except for the calculation of leave under this Agreement. The Long Service Leave Act will continue to apply.

11 Fixed term employment

(a) Subject to sub clause (g), a fixed term worker is specifically engaged to work for no more than 52 weeks, either full-time or part-time:

(i) in a position which is temporary in nature for a specified period of time; or

(ii) for the completion of a specified task[s] or project; or

(iii) to relieve in a vacant position arising from a worker taking leave in accordance with this Agreement.

(b) Unless otherwise stated, fixed term workers are entitled to all benefits of this Agreement on a proportionate basis (pro rata).

(c) When offering employment on a fixed term basis to a job applicant, the Committee of Management will advise them in writing of the temporary nature of the employment and the duration

of employment. The worker will sign a copy of the written advice to be retained by the Committee of Management.

Where the fixed term employment is as a replacement of another worker who is on leave, the Committee of Management will advise the fixed term worker of the nature of leave taken by the worker they are replacing.

(d) If within three (3) months of ending fixed term employment with the Centre a worker is subsequently re-employed as a permanent worker, the fixed term employment will count as service under this Agreement for all purposes (except for specific leave entitlements if any periods of that leave were taken or paid out under the fixed term employment).

(e) The employment of a fixed term worker may be extended once only, and only up to a total employment of 18 months. Any additional extension will only be with the written agreement of the Union.

(f) A worker whose fixed term employment extends beyond 18 months without the agreement of the Union will be deemed to be a permanent worker.

(g) The Committee of Management may under sub clause (a), with the prior written agreement of the Union, appoint a fixed term worker for a period greater than 52 weeks.

(h) For the purposes of the recruitment guidelines, a “temporary worker” as defined in that policy will be appointed under this clause as a fixed term worker.

12 Recruitment guidelines

This Agreement is to be read in association with the Centre’s Recruitment Policy.

13 Subsidised Employment Schemes

(a) Workers employed by the Committee of Management under a government sponsored employment scheme, where the government pays that person’s wages, will be paid in accordance with the requirements of that particular scheme.

(b) Workers employed by the Committee of Management under a government sponsored employment scheme, where the Northern Rivers Community Legal Centre pays that person’s wages, will be paid in accordance with this Agreement.

14 Job Descriptions

(a) A worker’s job description, as provided to them by the Committee of Management under clause 6, will not be altered except by agreement between the Committee of Management and the worker, subject to the Committee of Management’s powers under clause 55 relating to “Redundancy and the Introduction of Change”.

(b) Individual job descriptions will be reviewed annually according to the Staff Development policy and procedures.

15 Confidentiality

The Committee of Management will maintain the confidentiality of all matters relating to or affecting the employment of a worker, subject to any provision within this Agreement or under legislation which allows otherwise.

PART III - HOURS OF WORK

16 Hours of Work

(a) For the purposes of this Agreement the ordinary full time working hours is 70 hours per fortnight based on a 35 hour week, Monday to Friday.

(b) The standard hours for start and finish of work will be set out in a worker’s letter of appointment.

The nature of an individual worker's job may demand attendance at specific hours, such as to coincide with public opening hours, and this will be in their letter of appointment.

However, in general workers' starting and finishing times are flexible and workers are expected to work an average of 7 hours per day between the hours of 7am and 7pm.

Selection of starting and finishing times should be made with a view to maximising staff during the operating hours of the Centre of 9.00am to 4.00pm.

(c) Core hours will be 10am to 3pm and the worker will normally work these hours unless otherwise agreed between the worker and the Committee of Management.

(d) When a worker travels from home to a different work location, any time additional to the time a worker normally travels to reach work will be considered work time.

(e) No worker will be required to work in excess of five (5) hours without a meal break. But where they do, with the authorisation of the Committee of Management, any time worked in excess of five (5) hours shall be paid at overtime rates until such time as the worker receives a meal break. Nothing in this clause should be deemed to mean that a worker would be deprived of, nor deprive themselves of, a meal break, simply because of pressure of general work.

(f) Meal breaks are unpaid, from 30 minutes up to 2 hours, generally between 12 noon and 2 pm at times convenient to the needs of the worker and the Centre.

(g) Workers may take morning and afternoon tea breaks of 10 minutes on paid time.

17 Call back

(a) Where due to exceptional circumstances, either at the direction of the Committee of Management or in an emergency, a worker is "called back" to work (for example, in an evening or on a weekend) having left the place of employment, they will be entitled to a minimum payment of 2 hours work, and travel time to and from home without necessarily having to work that full period.

(b) Where the work performed on a call back falls on a pre-arranged day of time-in-lieu, the worker will be allowed to be absent on another day as time in lieu.

(c) These hours will be treated as overtime and be added to the worker's time-in-lieu credits under clause 18.

(d) Where a worker is directed to attend work outside of their regular hours, (and it is not in exceptional circumstances) workers are entitled to a minimum payment of three hours work.

18 Flex time, overtime and absences on time-in-lieu

(a) Any hours worked overtime or above a worker's fortnightly hours under the Centre's flex time system, will be recompensed through the time in lieu system and by leave during the Christmas closure (cl 41). This clause applies to full time and part time workers.

(b) Where through the Centre's flexible starting and finishing times a worker performs, in addition to work performed overtime under sub clause (a), work in excess of the worker's ordinary fortnightly hours in a pay period, they will be entitled to time off in lieu of payment of that excess on the basis of one hour for each hour worked.

(c) Overtime means work performed at the direction of the Committee of Management or the Executive or with the Committee of Management's prior approval;

(i) outside the hours of 7am to 7pm Monday to Friday;

(ii) on days on which the worker is not agreed to work; or

(iii) during meal breaks;

and workers are entitled to take time off duty in lieu of payment of those hours worked overtime at the rate of:

- (1) one and a half hours off for each hour worked on a weekday (except for scheduled Committee of Management meetings and Evening Advice Rosters which will be taken as ordinary hours); or
- (2) two hours off for each hour worked on a weekend or public holiday, with a minimum of 3 hours off.

(d) Workers will be entitled to accumulate time in lieu credits under sub clauses (b) and (c) from one pay period to the next provided;

- (i) no more than 21 time in lieu credits can be accumulated in any one pay period,
- (ii) the maximum time in lieu credits allowed to be accumulated is 28,
- (iii) in the event special circumstances the prior approval of the Committee of Management is to be sought to exceed the limits set out in (ii) above,
- (iv) any credits accumulated in excess of the maximum, without prior approval of the Committee of Management, are unauthorised and cannot be paid out or credited as time in lieu,
- (v) The Committee of Management may direct a worker to be absent on time in lieu, up to the maximum of their total current credits, where the Committee of Management believes there has been a pattern of working excessive hours.

(e) Workers may anticipate the accumulation of credits by being absent on time in lieu, provided that by the end of a pay fortnight the worker does not have a debit of more than 21 hours time in lieu, except with prior approval of the Committee of Management, up to a maximum of 28 hours.

(f) Absences on time-in-lieu may be for a full or part day and will normally be arranged with Service Coordinators. Absences will be at times consistent with the needs of a worker's position and of the Centre, and at times suitable to the personal needs of the worker.

(g) No worker will be entitled to take off more than 21 hours time in lieu in one block without permission of the Committee of Management.

(h) A worker is expected to reduce their accumulated time in lieu to zero by the end of their employment, and to assist in this the Committee of Management may, in some cases, direct a worker to be absent on time in lieu. Any debit at the end of employment will be deducted from salary and credit will be paid out.

19 Evening Advice Roster

(a) The Centre operates evening advice services to the public. Staff may be rostered to attend an evening advice service.

(b) In offering employment to a worker the Committee of Management will advise whether evening work is required and confirm this in the letter of appointment.

20 Home based work

(a) With the prior agreement of the Committee of Management, and subject to any relevant Occupational Health and Safety legislation, regulations and policies a worker may for an agreed period perform part of their duties at home.

(b) An agreement for a worker to perform duties at home must set out:

- the days and hours of work, and the range of duties, to be performed at the Centre's premises and at the home based work site, provided that duties are performed at the Centre's premises at least one day a week;
- the equipment, materials and facilities to be provided by the Centre and any agreement as to ownership of these;
- the equipment, materials and facilities to be provided by the worker and any agreement as to the Centre's contribution to the cost of providing or maintaining these;
- an initial trial period of no more than 3 months;
- the duration of the arrangement and the date of renewal and further review;

- the Committee of Management's statutory obligations for ensuring the health and safety of the worker while undertaking home based work and the employer's obligation to maintain appropriate and relevant levels of insurance;
- the worker's ability to terminate the arrangement with suitable notice, to be judged in all the circumstances;
- the right of the Committee of Management, WorkCover and other nominated persons or organisations to inspect the worker's home based work site, and limits to that right;
- the methods of communicating to the worker all decisions or developments within the Centre or other information which is relevant to the worker; and
- any other relevant matter.

(c) Nothing in sub clause (b) prevents ad hoc or one-off occasions of a worker performing duties at home, provided prior approval is given under sub clause (a).

PART IV - TRAINING, CLASSIFICATIONS, WAGES AND SUPERANNUATION

21 Classifications and Rates of Pay

(a) Classifications

"Community Services Worker Grade 1" shall mean a person who is employed to assist Community Services Workers Grades 2 to 6 within a defined area of social and community welfare services and is under the immediate and direct supervision of another worker in relation to all aspects of their employment. In no case shall a Community Services Worker Grade 1 be responsible for policy development, or coordination, or the direction or supervision of paid or unpaid workers. However, a Community Services Worker Grade 1 may be required to provide information for use in the coordination and policy development of an organisation.

"Community Services Worker Grade 2" shall mean a person who is employed to perform duties of a more complex, varied and responsible nature than a Community Services Worker Grade 1, which may include service delivery on an individual, group or community basis and social educators and vocational educators. Such person may be required to exercise initiative and independent judgment but will be under the general supervision of another worker subject to this award. In no case shall a Community Services Worker Grade 2 be required to develop policy for or co-ordinate a service.

"Community Services Worker Grade 3" shall mean a worker who performs more varied, complex and responsible work than a Community Services Worker Grade 2, in providing social welfare services on an individual, group or community basis. Such worker may be required to exercise substantial responsibility in relation to service delivery, initiative and substantial judgment and have an extensive knowledge of social and community welfare services and shall be subject only to general supervision. Such duties may include case responsibility for clients, co-ordination of a service, contributing to policy development, supervision of other workers and/or complex counselling, and may include the co-ordination and/or administration of activity therapy centres, workshops and supported employment services and independent living training for the developmentally disabled.

"Community Services Worker Grade 4" shall mean a worker who would not ordinarily receive instructions from another worker as to the performance of their duties; and who is responsible for any one or more of the following:

(a)

- (i) The overall administration/co-ordination of a service, agency or workplace of the employer, including the supervision of one or more Grade 3 workers;
- (ii) Is primarily engaged in developing and implementing policies and/or programs at a senior level for a service in relation to general or specific aspects of social and community welfare services;

(iii) Is primarily engaged in the administration/co-ordination of activity therapy centres, workshops and supported employment services for the developmentally disabled where such employment-based schemes cater for more than 30 disabled persons and independent living training where such community and hostel-based residences cater for more than 20 disabled persons.

(b) here the prime responsibility lies in a specialised field, workers at this grade would undertake at least some of the following:

- (i) Co-ordinating projects;
- (ii) Co-ordinating/managing the operation of a distinct element(s) of a larger organisation, which may include supervision of staff;
- (iii) Under general direction, undertaking a variety of tasks of a specialised and/or detailed nature;
- (iv) Exercising specialised judgment within prescribed areas.

"Community Services Worker Grade 5" shall mean a worker who undertakes the functions of a Grade 4 worker but at a higher level of complexity, responsibility, initiative and autonomy, including, but not limited to, the following:

(a)

- (i) Developing and implementing policies and/or programs at a more senior level than a Grade 4 worker;
- (ii) Influencing the operational activities of the organisation;
- (iii) Adopting a broader strategic perspective towards their work than workers at lower grades;
- (iv) Developing and implementing the long term goals of the organisation;
- (v) Setting outcomes in relation to the organisation's objectives and devising strategies to achieve them; and
- (vi) May supervise workers or teams of workers classified at a lower grade
- (vii) May be involved in client centred activities which form a component of direct support coverage.

(b) Where the prime responsibility lies in a specialised field, workers at this grade will undertake the functions of a Grade 4 worker but at a higher level of complexity, responsibility, autonomy and a higher level of discipline knowledge, including, but not limited to, the following:

- (i) Working under limited direction from senior management or the employer and having significant delegated authority;
- (ii) May supervise workers classified at a lower grade.

"Community Services Worker Grade 6" shall mean a worker who exercises a high level of responsibility for organisational management and decision making, exercises considerable independent judgment and a high degree of autonomy, and provides high level expert advice, including but not limited to, the following:

(a)

- (i) Involvement in establishing operational procedures which impact on activities undertaken and outcomes achieved by the organisation and/or activities undertaken by sections of the community serviced by the organisation;
- (ii) Undertaking the control and coordination of key aspects of the work of the organisation;
- (iii) Developing and implementing the long-term goals of the organisation;
- (iv) Undertaking a wide range of managerial or specialised functions to achieve results in line with organisational goals;
- (v) Developing and administering complex policy, organisational and program matters;
- (vi) May supervise workers or teams of workers across a variety of programs classified at a lower grade;
- (vii) May be involved in client centred activities which form a component of direct support coverage.

(b) Where the prime responsibility lies in a specialised field, a senior specialist at this grade will be subject to broad direction from senior officers, and will undertake duties including, but not limited to, the following:

- (i) Undertaking work of substantial scope and complexity such that a major portion of such work requires initiative;
- (ii) Undertaking duties of a professional nature at a senior level;
- (ii) Undertaking functions across a range of administrative, specialist or operational areas which include specific programs or activities, management of service delivery and the provision of high level advice;
- (iv) Manage extensive work programs or projects in accordance with the goals of the organisation;
- (v) Apply high level analytical skills in the attainment of the objectives of the organisation;
- (vi) May supervise workers classified at a lower grade.

(b) Rates of pay

The minimum rates of pay for workers (except those workers employed under any Government Subsidised Employment Scheme) will be as per attached Table 1.

(c) The starting salary for a new worker ranges from Year 1 to Year 5 depending on qualifications for the job and relevant voluntary and paid work experience. The minimum starting salary for a new worker with relevant tertiary qualifications is Year 2 of the relevant grade.

(d) In consultation with staff, the Committee of Management will review the above minimum rates in each September. The date of commencement of any salary increase will be from the date of the review or an earlier date as determined by the Committee of Management. In conducting annual salary reviews, the Committee of Management will take account of :

- (i) The Centre's budgetary position, including any increases in funding since the previous review,
 - (ii) Union recommended rates of pay,
 - (iii) any increases in the Consumer Price index,
 - (iv) any State or Fair Pay Commission decision,
- The Management Committee will, as a priority, apply available resources to pay staff incremental advances under the Union recommended scale.

(e) There will be a pay rise annually of between 1.5% and 3% based on the budget position of the NRCLC and review by both staff and non-staff members of the Committee of Management of the organisation.

(f) Salary rates may increase but not decrease. The amended salary rates are deemed to be the salary rates of this Agreement.

(g) Incremental Advancement. Full time, part time and fixed term workers shall move from year to year within a grade after each 12 months continuous service.

22 Higher duties

A worker who is required by the Committee of Management or Service Coordinator to perform, for at least half a day, the duties of another worker in a higher classification under this Agreement will be paid, for the period worked, the salary prescribed for that higher position.

23 Payment of wages

(a) Wages will be paid fortnightly by cheque, electronic funds transfer or other by arrangement made with the Committee of Management.

(b) Wages will be paid fortnightly, up to (5) days in arrears, on an agreed day as negotiated with the majority of workers.

(c) The fortnightly rate of salary is equivalent to the annual gross salary divided by 26.07.

(d) The Centre 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 worker.

(e) Each worker will receive a pay slip on pay day, 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 a worker will be paid on the last day of work or, by arrangement with the worker or, forwarded by post.

24 Wage package

(a) The Committee of Management offers its workers the option of a “wage package”. This means sacrificing a specified amount of gross salary in return for the payment by the Committee of Management of an equal amount of money to a nominated liability of the worker.

(b) The wage package increases the overall financial benefit the worker receives from the Committee of Management by reducing annual gross income, and thus tax liability, and redirecting the deducted gross income, paid fortnightly or as agreed and without attracting a tax liability, towards reducing a debt or liability the worker has.

(c) Without being limiting, examples of payments the Centre can make under this arrangement include the repayment of a personal or home loan, electricity or other utility bills or rent.

(d) A worker choosing to take up the option of a wage package may choose whether or not to continue it at the end of each agreement, subject to agreement with the Committee of Management.

(e) The wage package is available to all permanent workers, and to fixed term workers appointed for an initial period of at least 6 months.

(f) The calculation and payment of all leave entitlements and employer superannuation contributions will reflect the annual gross salary the worker would receive if their wages were not packaged.

The taxable annual salary of the worker will represent the sum of the above payments for annual leave and Christmas shutdown plus all other fortnightly payments at the reduced wage package gross salary.

(g) In responding to third parties that the worker has authorised to confirm the worker’s salary, for example, loan creditors in advance of finalising a loan, the Committee of Management or Coordinator will refer to the annual gross salary the worker would receive if their wages were not packaged.

(h) The amount of gross salary to be subject to the wage package arrangements will be set by the Committee of Management in consultation with workers and subject to ATO charity fringe benefit exemptions.

(i) This clause is subject to the capacity of the Committee of Management to offer a wage package consistent with Australian tax laws, Where these laws are amended, after the date of this Agreement, this clause may be correspondingly amended by the Committee of Management following consultation with the workers.

(j) The terms and conditions of such a package shall not, when viewed objectively, be less favourable than the entitlements otherwise available under this Agreement.

25 Staff Support and Development System

Each worker will undergo an annual appraisal of their needs for staff development and support which will be conducted by the Committee of Management.

26 Staff training and development

(a) The Committee of Management is committed to ensuring that workers maintain and develop their skills and knowledge, particularly through access to training. The Committee of Management regards training and staff development as being inherent in a worker’s employment.

(b) The Committee of Management will encourage workers to undertake training, and the staff support and development system will be one method of identifying training needs. Training may be to enhance a worker’s skills or knowledge in relation to their current position but may also be to assist them in their career development.

(c) In general, and subject to prior approval, attendance at training courses, workshops and conferences will be on paid time. Attendance at tertiary education courses is addressed by clause 49 Study Leave.

(d) A worker may temporarily transfer to other duties to gain experience or undertake on-the-job training as part of an agreed staff development strategy.

27 Superannuation

(a) Calculated from the date of appointment the Centre will contribute in respect of a worker, the prescribed amount of ordinary times earnings to the superannuation fund of their choice. If a worker does not make a choice of superannuation fund, their superannuation will be forwarded to the Health Employees Superannuation Trust of Australia (HESTA).

(b) The Centre will increase contributions in line with any changes in the Commonwealth Superannuation Guarantee Scheme.

PART V - ALLOWANCES AND AMENITIES

28 Travelling, meal, motor vehicle and other allowances

(a) A worker will be required by the Committee of Management to use their own vehicle for work only if the vehicle is comprehensively insured and the worker provides proof of this insurance. For such use the worker is entitled to a per kilometre allowance at the rate set out in the Australian Tax Office Schedules relevant to motor vehicle expenses as published annually.

(b) If a worker is required by the Committee of Management to use their own vehicle for work and has an accident the Committee of Management will cover the cost of any basic excess, including any age excess and inexperienced driver excess.

(c) The Centre will reimburse all reasonable expenses, including telephone calls and travel expenses, incurred by a worker in the course of carrying out their work, provided that proof of expenses is submitted.

(d) The Centre will meet the cost of a taxi or other secure transport from work to home where a worker is required to finish work after 7pm and the worker's usual means of transport is not a safe alternative.

(e) A worker required to stay away from home overnight due to work commitments will be entitled to meal and accommodation allowances at the rates set out in Tables 2 (a) & 2 (b) (except where accommodation and/or food has been paid by the Centre, eg as part of conference registration costs).

(f) A worker required by the Committee of Management to work overtime beyond 7pm or for more than 4 hours on a weekend will be entitled to a meal allowance at the rate set in Table 2 (a). This allowance is not available if a meal is provided.

(g) The value of the allowances set out in Tables 2 (a) and 2 (b) will be adjusted annually as per the Australian Tax Office published schedules.

29 Amenities

The Committee of Management will provide workers in each workplace with:

(a) reasonable toilet and washing facilities;

(b) adequate and appropriate facilities for tea and meal breaks;

(c) reasonable heating and cooling appliances to ensure the working environment is healthy and safe; and

(d) adequate and appropriate accommodation to enable workers to perform their duties.

30 Access to the workplace for childcare

(a) Where unforeseen circumstances arise which make alternative childcare arrangements impractical, a worker responsible for the care of a child may bring the child to work if it does not conflict with the performance of the worker's or other workers' duties.

(b) Where unforeseen circumstances arise which make alternative pet or wildlife care arrangements impractical, a worker responsible for the care of a pet or wildlife may bring the pet or wildlife to work if it does not conflict with the performance of the worker's or other workers' duties.

31 Occupational Health and Safety

(a) The Committee of Management will take all reasonable action to ensure the health and safety of workers and implement appropriate health and safety policies and practices in accordance with the *Occupational Health and Safety Act 2000* (NSW).

(b) The Centre will maintain first aid kits to the standard recommended by the St John's Ambulance Society.

(c) The Committee of Management will not permit smoking at any indoor workplace.

(d) When the Centre's workers are unable to work because a hazard within the working environment presents a real, or reasonably perceived, immediate risk of injury or detriment to their health, and no alternative work arrangement can be made, the resulting absence from work will be on paid time.

(e) Workers will not use a keyboard for a continuous period longer than 60 minutes without taking a 10 minute break.

(f) A female worker will not be directed by the Committee of Management to carry out work which may endanger her pregnancy.

32 Practicing Certificates and Professional Accreditation

(a) The Centre will meet the cost of any practicing certificate or other professional fees or accreditation a permanent worker requires to fulfil the duties of their position.

(b) Should a worker terminate their employment within 3 months of the Centre paying the cost of their certificate, fees or other accreditation then the Centre and the worker will negotiate about the possibility of the Centre being reimbursed for these expenses.

(c) Where it is relevant to the worker's position, the entitlement to payment under this clause, including possible liability to reimbursement, will be set out in the worker's letter of appointment.

33 Vicarious liability

The Committee of Management will be responsible in accordance with the *Employees Liability Act 1991* to indemnify workers against liability for any civil liability arising out of the course of workers' employment.

PART VI - LEAVE

34 Miscellaneous matters

(a) Unless it is stated to the contrary, all leave counts as service and does not break continuity of service.

(b) Unless it is stated to the contrary, in exceptional circumstances and where it is fair and equitable to do so, the Committee of Management may grant a worker additional periods of any leave under this Agreement.

(c) Unless specifically stated, a part time worker has all leave entitlements under this Agreement proportionate (pro rata) to their total hours compared to that of a full-time worker.

35 Sick leave

(a) A worker is entitled to 10 days (70 hours equivalent) paid sick leave in each year of service, with any unused credit being carried over to accumulate with following years' credits up to a limit of 50 days (350 hours). Any unused credit at the end of employment will not be paid out, subject to clause 57 dealing with invalidity.

(b) Not more than 3 consecutive days in any one period of sick leave may be taken without producing a medical certificate (from a GP or a qualified alternate therapist) or statutory declaration from the worker.

(c) A worker should make all reasonable efforts to give their Service Coordinator early notice of their absence from work.

(d) Where a worker would have been entitled to sick leave but for being absent on time in lieu or annual leave, sick leave will be paid for the relevant period and the equivalent period of time in lieu or annual leave will be re-credited.

(e) Where a worker is receiving workers compensation payments for an injury not related to the employment with the Centre, and the payments are less than the worker's ordinary weekly earnings, the worker may elect to be paid the difference from their sick leave credits.

(f) Where an worker has, in accordance with this clause, taken sick leave, the worker shall not be required to work any ordinary hours other than those previously rostered so as to avoid or minimise the requirement on an employer to provide paid sick leave.

36 Carers leave

(a) A worker is entitled to 5 days (35 hours) paid carers leave in each year of service, with any unused credit accumulating to a maximum of 20 days (140 hours).

(b) Carers leave may be used when a worker needs to attend to or care for a person with whom the worker has a bona fide domestic or familial relationship or other significant bond.

(c) Not more than 3 days in any one period of carers leave may be taken without producing a medical certificate (or one from an alternative therapist or a statutory declaration from the worker) for the person in their care.

(d) A worker should make all reasonable efforts to give the Committee of Management early notice of their absence from work.

(e) Where a worker has exhausted their carers leave credits the Committee of Management has the discretion to advance the worker's carers leave credits from the coming year, and/or the worker may have access to their sick leave credits and/or time in lieu credits for the purposes of caring for someone in accordance with sub clause 36(b).

(f) Where a worker would have been entitled to carers leave but for being absent on time in lieu or annual leave, carers leave will be paid for the relevant period and the equivalent period of time in lieu or annual leave will be re-credited.

(g) A worker may elect, with the consent of the Committee of Management, to take up to 12 month's unpaid carers leave upon production of a medical certificate for the person in their care.

37 Additional leave relating to chronic or serious illnesses

(a) A worker who has a serious or chronic illness or condition, or a worker caring for someone with a serious or chronic illness or condition, is entitled to a further 5 days (thirty-five hours) paid leave each year if all sick leave and carers leave has been used.

(b) This leave is not cumulative from year to year and to be eligible for this leave the worker must have produced, at the time of the leave or previously, a doctors certificate relating to the chronic or serious illness or condition.

38 Workers compensation make-up pay

(a) Where a worker is entitled to workers compensation payments for an injury arising out of the workers' employment with the Committee of Management, and those payments are less than the worker's ordinary weekly earnings, the Committee of Management will make up the difference by additional payments to the worker.

(b) Payments under sub clause (a) will continue for a total number of weeks, over one or more separate periods in respect of the one injury, for a maximum of 26 weeks.

(c) The worker may elect to use their sick leave credits to make up the shortfall in workers compensation payments if and when payments by the Committee of Management under this clause have ceased.

39 Recreation leave

(a) A worker is entitled to 4 weeks recreation leave 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.

(b) A worker may take recreation leave on a pro-rata basis after 6 week's work.

(c) A worker planning recreation leave will consult other workers through their service coordinator about a period of leave that is consistent with the needs of the worker's position and of the Centre, and that is suitable to the personal needs of the worker. The worker must formally seek approval from their service coordinator.

(d) Any public holiday during a worker's recreation leave will be counted and paid as such, and not as recreation leave, if the worker would otherwise have been entitled to that public holiday.

(e) Recreation leave should not be accumulated beyond a maximum of 8 weeks, and the Committee of Management or service coordinator will consult a worker about a suitable time to take leave in advance of the worker exceeding the maximum. A worker will not forfeit any leave above 8 weeks, but the Committee of Management may direct a worker to take leave so as to keep it below the maximum.

(f) Except at the end of a worker's employment, recreation leave will not be paid unless the worker takes the corresponding period of absence from work.

(g) When a worker finishes employment they will be paid all accrued recreation leave plus leave loading.

(h) The rate of pay for recreation leave is the ordinary rate of salary plus a leave-loading bonus of 17.5% of the gross salary for the period of leave. However, where the Committee of Management has allowed a worker to anticipate future leave credits, leave loading will not be paid on that portion of recreation leave until the date the leave credit would otherwise have accrued.

(i) Where a worker would have been entitled to sick leave or carers leave but for being on recreation leave, sick leave or carers leave will be paid for the relevant period and the equivalent period of recreation leave will be re-credited.

(j) The Committee of Management may in appropriate circumstances allow a worker to anticipate future leave credits.

(k) Annual leave entitlements will be paid either in advance before the commencement of the holiday or in regular instalments on normal pay days during the period of such leave.

(l) The provisions of the Annual Holidays Act 1944 also apply, and should there be any contradiction between this Agreement and the act then the provision more favourable to staff applies.

40 Public holidays

(a)

(i) Workers will be entitled to paid leave for a day duly proclaimed by the NSW Government and / or Lismore City Council as being a public holiday, provided the worker is otherwise due to work on that day. Including, but not limited to, New Years Day, Australia Day, Good Friday, Easter Monday, ANZAC Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day.

(ii) Workers will be entitled to paid leave for a day duly proclaimed by the Local Government Authority as being a public holiday provided the worker is otherwise due to work on that day.

(iii) In addition to the public holidays prescribed above, one additional day off shall apply to each worker on a day to be determined each year at a staff meeting.

(iv) If a worker is obligated to work on the day of the Public Holiday declared by that Local Government Authority, or as per clause 40a (iii), the overtime provision will apply.

(b) By agreement at a staff meeting another day may be substituted for any public holiday, particularly where the holiday has a religious or cultural significance which is not relevant to that worker's own beliefs.

(c) Indigenous Australian workers are entitled to NAIDOC Day as an additional public holiday.

(d) Overtime will not be performed on a public holiday except with the agreement of the worker and not at the direction of the Committee of Management.

41 Leave during Christmas closure

(a) The Centre closes over the Christmas period for a period of 10 working days plus the public holidays of Christmas Day, Boxing Day and New Years Day. Workers will receive their ordinary weekly pay for this time.

(b) This period of leave is in part consideration of work performed as overtime.

(c) This leave is not recreation leave and cannot be deferred to another date except in accordance with Centre Policy.

A fixed term worker employed at the time of the Christmas closure will receive their ordinary weekly pay for this time. However, when a fixed term worker ends employment prior to the Christmas closure they will be entitled to a pro rata payment of the 10 days Christmas closure based on:

(i) if they were employed solely in that calendar year for a total of at least 3 months, pro rata on full period of service;

(ii) if they were employed for more than 12 months, pro rata for the period of service in excess of 12 months;

(iii) if they were employed for 12 months or less and received payment for the previous year's Christmas closure, no payment will be made.

42 Leave without pay

(a) The Committee of Management in consultation with staff, may grant a worker leave without pay for any purpose.

(b) Leave without pay in a block of more than 5 days does not break continuity of service but does not count as service for the purposes of calculating increments or any entitlements to leave under this Agreement.

(c) Where leave without pay has been approved for between 4 and 8 weeks and the worker gives notice at least 6 months in advance of that leave, they may elect to defer their salary under sub clause (d).

(d) A worker may elect to have their anticipated gross salary over the next 52 weeks, less the salary which will be forgone during the period of leave without pay, to be averaged and paid in 26 fortnightly instalments over the next 52 weeks.

(e) The effect of sub clause (d) is to defer the payment of part of a worker's weekly salary to the time of the leave without pay, thus allowing the worker to draw an income during that period of absence.

(f) If the worker leaves before the 52 weeks has finished, the resulting over- or underpayment to the worker will become a debt, which may be reconciled in the worker's severance pay.

43 Long service leave

(a) Workers are entitled to and accrue paid long service leave in accordance with the Long Service Leave Act 1955 (NSW), except workers may take paid leave after 5 years continuous service on the basis of:

(i) 6 weeks leave at 5 years service;

(ii) for between 5 and 10 years service: pro rata up to 3 months.

(iii) over 10 years service: pro rata of six weeks for every 5 years of service.

Accrued long service leave credits will be paid out on termination of employment, including resignation or retirement, after 5 years service, except where termination was by summary dismissal under clause 56.

However, where any time after 12 months service a worker resigns due to ill-health, supported by appropriate medical evidence, or terminated on the grounds of invalidity under clause 57, accrued long service leave credits will be paid out.

44 Parenting leave

(a) After 12 months service a worker is entitled to 52 weeks parenting leave, in one or two unbroken periods, provided the worker presents documentary evidence of the expected date of the birth or adoption or commencement of residential care of their child.

(b) Parenting leave may be taken, in the case of a pregnant worker, from within 6 weeks of the expected date of birth of the child or, in the case of adoption, from one week prior to taking custody of the child in anticipation of adoption, and in any other case from the date of birth or adoption or commencement of residential care.

(c) Maternity leave

A female worker taking leave for the birth of her child will be entitled to 12 weeks paid leave and the balance unpaid. Unless otherwise requested by the worker, it will be anticipated that a period of 6 weeks leave will be taken immediately following birth. All periods of leave are to be completed within 2 years of the child's birth.

These paid leave credits may also be used for any absences covered by section 36 of the Industrial Relation Act 1991 namely illness related to pregnancy, miscarriage, still birth or termination.

At least 10 weeks prior to the presumed date of birth the worker will give the centre written notice of that date of birth. The worker will also give the Committee of Management at least 4 weeks written notice of the proposed start of her parenting leave and of the intended duration of the leave.

(d) Adoption leave

A worker taking leave to adopt a child is entitled to 6 weeks paid leave and the balance unpaid, if they are to be the primary carer of the child, with all periods of leave to be taken within two years after adoption.

In this clause a child refers to 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 step-child of the worker or their partner.

As promptly as possible following the worker receiving the relevant government approval to adopt, the worker will advise the Committee of Management of this approval. Either at the same time or as soon as is reasonable having regard to the circumstances of the adoption, the worker will advise the

Committee of Management of the intended period of parenting leave to be taken. This leave must be negotiated with the Centre.

Workers wishing to attend interviews, workshops, court attendances, medical examinations or other necessary matters for the purpose of adopting a child are entitled to up to 2 days unpaid special adoption leave or to paid special leave under clause 46.

(e) Leave for partners

A worker whose partner has given birth to a child is entitled to 4 weeks paid leave and the balance unpaid, (being 48 weeks) if they are to become the primary carer of the child, provided that their partner:

(i) is employed and entitled to 3 weeks or less paid parenting/maternity leave; and

(ii) is returning to work within 6 weeks of the child being born.

All periods of leave are to be completed within 2 years of the child's birth.

(f) Miscellaneous provisions

In all other cases concerning the commencement of residential care of children up to 16 years not covered by sub clauses (c) to (e) workers are entitled to 6 weeks paid parenting leave and the balance unpaid.

(g) A worker with less than 12 months service is entitled to paid and unpaid parental leave on a pro rata basis.

(h) A worker may elect to convert a period of paid leave to half pay over double the period.

(i) Where a pregnancy for which parental leave is planned, including leave to adopt the child, terminates other than in the birth of a living child, or where an adoption does not proceed, the worker will negotiate with the Committee of Management an appropriate date for return to work.

(j) A worker on parental leave may, by giving 4 weeks written notice, return to work before the scheduled end of their parental leave.

(k) Workers are also entitled to the maternity, paternity and adoption leave provisions of Division 3 of the Industrial Relations Act 1991 (NSW), as amended.

(l) Upon returning from parenting leave a worker is entitled to:

(i) work part time in the same position they held prior to taking parenting leave or, if this is not reasonably practical, in another position of similar duties and status, at hours and days agreed with the Committee of Management, in consultation with staff, and for an agreed period; or

(ii) return to their previous position at the pre-leave hours and conditions of employment.

(iii) A worker shall be entitled to a lactation break as follows:

(a) 1 paid 30 minute break over a four hour period

(b) 2 paid 30 minute breaks over a full day

(iv) The centre will provide suitable facilities to assist a lactating parent at their principle place of work including:

(a) A lockable area that is clean, hygienic and private with access to a power point and facilities for washing hands and equipment.

(b) Adequate refrigeration and freezer space for the storage of breast milk.

(m) Absence on unpaid parental leave does not break continuity of service but does not count as service for the purposes of calculating increments or any entitlements to leave under this Agreement.

The conversion of full pay leave to half pay over double the period under sub clause (h) is to be regarded, for the purpose of calculating periods of service, as being the period of full pay leave.

45 Bereavement leave

(a) A worker may take five days paid leave a year (non-cumulative) in the event of the death or serious illness of a person with whom the worker has a bona fide domestic or familial relationship, or other significant bond.

This clause extends to the obligation of a worker under Aboriginal or Torres Strait Islander custom or traditional law to participate in ceremonial activities related to bereavement.

(b) The Committee of Management may require the worker to provide reasonable evidence of the death or serious illness, and may extend the period of leave on compassionate grounds.

46 Special leave

(a) A worker may take in each year 5 days paid and 5 days unpaid leave (both non-cumulative) for special or pressing occasions, including ceremonial or traditional law obligations, or religious or culturally significant days, as well one moving day, subject to prior approval by the Committee of Management.

(b) If a worker has exhausted their bereavement leave entitlements the Committee of Management may allow the worker to take special leave.

47 Cultural Leave

Particularly in respect of a worker obliged under Aboriginal or Torres Strait Islander custom or tradition to participate in ceremonial activities related to bereavement, the centre will give special consideration to any request, under sub clause 34(b), to extend the paid or unpaid leave available under this clause.

48 Jury service leave

(a) Provided a worker gives the Centre adequate notice, evidence of the duration of their attendance and the amount of fees received from the court, the Centre will pay to a worker who was called for jury service the difference between salary and court fees.

(b) A full-time, part-time or fixed term worker required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wages they would have received in respect of the ordinary time they would have worked had they not been on jury service.

49 Study leave

A worker is entitled to 156 hours per annum (non-cumulative) paid study leave to attend courses approved by the Committee of Management. This is also available to part time workers on a pro-rata basis.

50 Trade union training leave

A worker is entitled to take 5 days paid leave (non-cumulative) a year to attend courses run by the Union or the Trade Union Training Authority.

51 Flood leave

Workers are entitled to up to 4 paid days leave per year if they are unable to attend the work place due to flooding.

PART VII - GRIEVANCE, COUNSELLING & DISCIPLINARY PROCEDURES, TERMINATION, INTRODUCTION OF CHANGE, AND REDUNDANCY

52 Grievance and dispute settling procedures

(a) The Committee of Management and its workers recognise that individual and group problems arise from time to time and it's necessary to resolve these problems quickly. The Committee of Management and the workers are committed to resolving grievances through open communication and in a manner consistent with cooperative work practices.

(b) In the interests of a harmonious and productive workplace the Committee of Management requires that all workers attend conflict resolution training within the first 12 months of their employment and follow-up training at least every 2 years. All existing workers will attend conflict resolution training within 12 months of this Agreement or follow-up training and will attend follow-up training every two years.

(c) Subject to sub clause

(d), a grievance includes a complaint or dispute and may relate to:

any condition of employment, or any provision of this Agreement, and the way its been applied by the Committee of Management; a decision of the Centre/Committee of Management which affects a worker or group of workers; the behaviour or conduct of another worker or of a member of the Committee of Management; any decision or action taken under the Counselling & Disciplinary Procedure of this Agreement ; or any other matter that affects a worker in their employment;

(d) A grievance does not include:

(i) any decision under Step 5 of sub clause 53(f);

(ii) a decision to suspend a worker with pay under Step 4 of sub clause 53(f); or

(iii) any decision under clause 54;

subject to any statutory rights of appeal or review of those decisions.

(e) At all stages of the grievance process the Committee of Management will ensure that the principles of procedural fairness are observed and employed.

(f) At all stages of the grievance process the Committee of Management will ensure that the privacy of all affected workers is respected and confidentiality observed.

(g) The Committee of Management recognises that some "disputes" between workers are more properly dealt with under the counselling and disciplinary procedure in respect of the conduct of one or more workers. An example would be harassment of one worker by another.

(h) Grievance and dispute settling procedures shall be in accordance with the Centres Grievance Policy.

(i) Where a grievance relates to a change to the existing custom and practice of the Centre, work will continue at the Centre in accordance with existing custom and practice until the grievance process has been exhausted.

(j) Nothing in this grievance procedure prevents a worker or workers pursuing a complaint under any relevant State or Commonwealth legislation, eg the Anti-Discrimination Act.

In any matter concerning discrimination, it is expressly acknowledged that the worker has the right to choose any forum s/he sees fit in which to pursue the matter, including but not limited to the NSW Anti Discrimination Board, Industrial Relations Commission or The Human Rights and Equal Opportunity Commission.

53 Termination of employment

(a) Termination of employment will not be harsh, unfair or unreasonable having regard to all the circumstances, including the personal circumstances of the worker.

(b) Without limiting the above, except where a distinction, exclusion or preference is based on the inherent requirements of a position, it is deemed harsh, unjust and unreasonable to terminate employment on the grounds of race, colour, sex, marital status, sexual preference, transgender, age, family responsibilities, pregnancy, religion, political opinion, national extraction and social origin.

(c) A worker's employment may be terminated by the Committee of Management only through:
summary dismissal as defined by legislation;
the counselling and disciplinary procedure;
invalidity where there would be "undue financial hardship" for the Centre to continue to employ the worker as defined by the Disability Discrimination Act 1992; or redundancy.

(d) Sub clauses (b) & (c) will not apply in the case of a casual or fixed term worker whose employment ceases when the period they were employed for has ended.

(e)

(i) Except for misconduct, justifying summary dismissal, the services of a worker shall be terminated by an employer only by notice as prescribed by the following:

Years of Continuous Service	Notice Required
Not more than 1 years	At least one week
More than 1 but not more than 3 years	At least two weeks
More than 3 but not more than 5 years	At least three weeks
More than 5 years	At least four weeks

(ii) Where a worker is over 45 years of age they shall receive, in addition to the above table, one week's extra notice, provided the worker has had two years' service.

(iii) Nothing in this clause shall prevent the employer from giving payment in lieu of, and equal in value to, the period of notice in paragraph (i) of this sub clause.

(iv) A worker may terminate their service by giving the employer two weeks' notice or by forfeiture of two weeks' pay in lieu of notice.

(f) During the period of notice of termination given by the employer, a worker shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.

(g) Upon termination of employment for any reason the Committee of Management will give the worker a certificate of employment containing the following:

- worker'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 Chairperson or Secretary and dated

(h) Notice to Centrelink

Where service is defunded, and at the worker's request, the employer shall notify Centrelink thereof as soon as possible giving relevant information including the number and categories of the workers likely to be affected and the period over which the terminations are intended to be carried out.

(i) Employment Separation Certificate

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

54 Counselling and disciplinary procedures

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

(b) Prior to using these counselling and disciplinary procedures the Centre Manager, or in the case of the Centre Manager, the Chairperson must satisfy themselves that there is a problem with the workers performance or behaviour.

(c) The Committee of Management will ensure that the principles of procedural fairness are observed and employed at all stages of the counselling and disciplinary process.

(d) Where the non-staff members of the Committee of Management are satisfied that the worker's performance or behaviour is unsatisfactory the process set out in this section will be followed and the worker may have a Union representative, a legal adviser, a co-worker or another person of their choice assist them at all stages.

(e) The worker may lodge a grievance (under the Grievance & Dispute Settling Process) about any action or decision taken under this section, except as provided in that process.

55 The Counselling and Disciplinary Process

Step 1 Informal counselling

The centre manager or the service coordinator will meet with the worker and identify the area of unsatisfactory performance or behaviour. The worker must have outlined to them the standard of performance or behaviour that is expected of them and be given guidance as to how to meet that standard.

It may be appropriate to canvass any training needs or support the worker may need. Follow up sessions may be appropriate and a review period could be set. The worker should have explained to them the implications of failing to meet the required standard of performance or behaviour.

Although centre manager or the service coordinator may record that the worker was counselled, no record is to be kept of the discussion during the counselling session, except at the request of the worker.

Step 1 may be missed if the issue of a worker's performance or behaviour is serious and demands formal action to be taken.

Step 2 Formal Counselling

If the worker's performance or behaviour has failed to improve after step 1, or if the Executive believes Step 1 is inappropriate, the worker will be formally counselled. The worker will be given three days advance written notice of the counselling session, which will be conducted by a non-staff member of the Committee of Management. The worker will be provided with a copy of this clause and any other policy or document the Centre has adopted relating to counselling or disciplinary action.

Formal counselling will follow similar principles to informal counselling, but a record will be made. A copy of the counselling record will be given to the worker and another copy, witnessed and signed by the worker, placed on their personnel file. A time period will be set (preferably one the worker agrees to) during which the worker's performance or behaviour should improve and a review conducted at the end of that time. If the worker's performance or behaviour has improved, but not to the required standard, the Committee of Management may decide to a further review period after which the workers performance will again be reviewed.

The record kept on the worker's personnel file will be destroyed after 6 months if there has been no recurrence of the problem in that time.

Step 3 Written warning

If there is insufficient or no improvement within the review period the Executive will issue the worker with a written notice which:

- (i) sets out the remainder of the counselling and disciplinary procedure;
- (ii) sets out a further review period;
- (iii) identifies the problem with the worker's performance or behaviour and the standard expected of them; and
- (iv) warns the worker that if the problem persists they may be dismissed, transferred, or transferred and demoted.

A copy of the warning will also be placed on the worker's personnel file and it and any related documents will be destroyed if there is no recurrence of the problem within 6 months.

The worker will be again counselled as to strategies to improve their behaviour or performance.

Step 4 Final written warning

If by the end of the review period the worker's performance or behaviour has not met the required standard, the worker will meet with the Chairperson of the Committee of Management or their nominee from the Committee of Management, and be given a written notice stating that:

(a) their performance or behaviour has failed to reach the required standard and that the Executive is satisfied that good reasons exist to either:

- (i) dismiss the worker, or
- (ii) transfer them to another position at the same or lower salary, and/or
- (iii) reduce their salary and/or current job responsibility.

The notice must specify which one of the options the Executive intends to take and why; and

(b) the worker has fourteen (14) days in which to give written cause why the non-staff members of the Committee of Management should not take the action specified at (b), above.

The Committee of Management may decide, given the circumstances of the worker's conduct or the implications for the Committee of Management's operations, to suspend the worker with pay, pending the outcome of Step 5.

The grievance procedure does not apply to a decision to suspend under this subclause.

Step 5 Dismissal, transfer or salary reduction

At the end of the fourteen (14) days the non-staff members of the Committee of Management will consider any oral and written submissions from the worker and decide whether to proceed with the dismissal, transfer or change in responsibilities and/or salary reduction specified in the final written warning and, subject to sub clause 54(g), below, will give at least 14 days notice of any decision taking effect, or pay the worker in lieu of notice.

After considering any submission by the worker, the non-staff members of the Committee of Management may elect to

- (i) transfer or reduce job responsibilities, and/or reduce salary, rather than dismiss; or
- (ii) reduce job responsibilities rather than transfer the worker; and/or
- (iii) impose a lesser salary reduction.

Any decision taken by the non-staff members of the Committee of Management in the previous two paragraphs must be by a majority of two-thirds of those present and eligible to vote at the meeting.

The affected worker is entitled to address the meeting and will be given written notice of the time, location and date of the meeting.

Notice periods

A worker is entitled to the following notice periods for any decision under this process to dismiss or to reduce salary:

Period of service	Less than 1 year	1 year and up to 3 years	3 years and up to 5 years	5 years and over
Under 45	2 weeks	3 weeks	3 weeks	4 weeks
Over 45	2 weeks	3 weeks	4 weeks	5 weeks

56 Summary dismissal

(a) Nothing in this Agreement limits the power of the Committee of Management to summarily dismiss a worker for serious misconduct, which may include wilful disobedience, dishonesty, fraud, sexual harassment, physical assault, breach of confidentiality or abandonment of employment.

(b) Such a decision to summarily dismiss must be taken by a two-thirds majority of non-staff members of the Committee of Management.

(c) The Executive may decide, given the circumstances of the worker's conduct or the implications for the Centre's operations, to suspend the worker with pay, pending a decision by the non-staff members of the Committee of Management.

(d) termination pay shall include all unused holiday pay including leave loading and time in lieu.

(e) The grievance procedure does not apply to any decision under this clause.

57 Invalidity

(a) The Committee of Management may decide to terminate a worker's employment where the worker is permanently unfit for work in their current position or, if given appropriate training, would not be fit to perform alternative, available work within the Centre.

(b) Sub clause (a) applies equally to a worker who is not permanently unfit but is expected to be temporarily unfit for a period of at least 2 years.

(c) The Committee of Management will employ the principles of reasonable adjustment in considering the availability of alternative work for the worker. The Committee of Management must also consider its obligations under the Disability Discrimination Act, the Anti-Discrimination Act and the Workers Compensation Act.

(d) Where the non-staff members of the Committee of Management believe it may be appropriate to terminate a worker's employment under this section it will:

write to the worker advising them of the possibility of their employment being terminated and their associated rights, severance payments and other entitlements;

invite within 14 days written or oral submissions by them or a representative of their choice;

refer the matter to the non-staff members of the Executive for a decision; and

advise the worker that they may lodge a grievance to the Committee of Management (as set out in this Agreement) about the final decision or any other matter leading up to it.

(e) In deciding whether or not to terminate a worker's employment under this section the non-staff members of the Executive or Committee of Management must rely on medical evidence and all other relevant circumstances. Any decision by the worker's superannuation fund to make or not make a payment for disability is relevant but not conclusive.

(f) If a decision is made to terminate employment on the grounds of invalidity the worker will be given 14 days notice of the decision taking effect, advised of the grievance process, and will be entitled to all unused sick leave, as well as unused leave and entitlements including pro rata long service leave under sub clause 37(a), plus the severance payments set out at Table 4.

(g) Nothing in this section should be taken to make it compulsory for the Committee of Management to terminate on the grounds of invalidity.

58 Redundancy and the introduction of change

(a) The Committee of Management will notify and fully consult its workers (deleted “and the union”), as soon as practicable or as soon as it becomes aware of any change, for example, in funding, budget allocation, technology, work practices, policy or work structure, that has the potential for significant affects on the employment status, classification, job responsibilities, re-training needs, job opportunities, tenure, hours of work or location of work of any worker. The Committee of Management will make all efforts to avert or minimise disadvantage to individual workers.

The Committee of Management will not take any pre-emptive action until consultation with staff has been exhausted.

(b) Where the Committee of Management, decides that a specific worker’s:

employment must be terminated through redundancy;
hours of work must be reduced; or
classification and/or salary must be reduced,
the Committee of Management will immediately notify in writing the Union and the worker affected. The Committee of Management will enter into consultations with the worker and/or the Union and demonstrate that there is no reasonable alternative to the proposed action and that other options have been canvassed.

(c) Prior to giving notice to a specific worker of termination or reduction of hours under sub clause (b), the Committee of Management will invite expressions of interest from other workers to reduce their hours or to take voluntary redundancy in substitution to the specified worker.

The Committee of Management must seriously consider any such expression of interest from another worker and will not unreasonably refuse the offer where the substitution will not materially affect the Centre’s operations, having regard to the skills, experience and re-training opportunities of both workers.

A worker who volunteers under this sub clause is entitled to all the periods of notice, payments under Table 4 and other conditions under this Agreement as if the worker was the subject of the decision under sub clause (b).

(d) A worker is entitled to at least 4 weeks written notice before the Committee of Management implements a decision referred to at sub clause (b), or implements a decision to significantly alter a worker’s job responsibilities (where that change does not also involve a reduction in salary).

(e) Fixed term workers who have been employed for at least 12 months at the time of the decision to terminate employment are entitled to the full severance pay and notice period. Fixed term workers of less than 12 months employment are entitled to pro rata notice and severance pay.

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

(f) A worker who was made redundant within the last 12 months will be given preference in employment to any advertised vacancy where they and another applicant are otherwise of equal merit.

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

(g) A worker may terminate their employment before the end of the 4 week notice period under sub clause (d). The worker will still receive the severance pay but will not be paid out the remainder of the notice period.

(h) The Committee of Management 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 the basis of financial incapacity to pay.

59 Union membership

(a) The Centre supports the role of the Union in representing workers and will encourage all existing and new workers to be members of the Union, and will provide all new workers with a Union membership application.

(b) The Committee of Management will not obstruct legitimate union activity by workers 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 workers involved in legitimate industrial action.

(c) The Committee of Management will not refuse to a worker access to payroll deductions to the Union.

(d) The Committee of Management will not discriminate against or disadvantage a worker, nor reduce or deny them their full employment rights and entitlements, in response to that worker participating in legitimate industrial action or union activity.

60 General Savings

(a) Nothing in this Agreement is to detrimentally affect or reduce the contingent rights to any form of leave which a worker may have accrued prior to the introduction of this Agreement.

(b) Nothing in this Agreement is to detrimentally affect or reduce the entitlements or rights a worker may have under any other award, legislation, agreement or contract of employment, whether it accrued before or after the date of this Agreement.

TABLE 1

PAY RATES

Using the 35 hour week rate

From the first pay period commencing on or after 6/12/05

Category	Per Year	Per Week	Per hour	Casual EBA 25%
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CSW Grade One

Year 1	26,401.00	506.35	14.47	18.08
Year 2	27,401.00	525.53	15.02	18.77
Year 3	28,401.00	544.71	15.56	19.45

CSW Grade Two

Year 1	30,201.00	579.23	16.55	20.69
Year 2	31,501.00	604.16	17.26	21.58
Year 3	32,801.00	629.09	17.97	22.47
Year 4	34,201.00	655.95	18.74	23.43

CSW Grade Three

Year 1	35,414.00	679.21	19.41	24.26
Year 2	36,753.00	704.89	20.14	25.17
Year 3	38,092.00	730.57	20.87	26.09
Year 4	39,431.00	756.25	21.61	27.01
Year 5	40,873.00	783.91	22.40	28.00
EBA Year 6 (Year 5 + \$1,000)	41,873.00	803.09	22.95	28.68

CSW Grade Four

Year 1	42,005.00	805.62	23.02	28.77
Year 2	43,241.00	829.32	23.69	29.62
Year 3	44,477.00	853.03	24.37	30.47
Year 4	45,713.00	876.74	25.05	31.31
EBA Year 5 (Year 4 + \$1,000)	46,713.00	895.91	25.60	32.00

CSW Grade Five

Award Year 1	46,949.00	900.44	25.73	32.16
Award Year 2	49,009.00	939.95	26.86	33.57
EBA Year 3 (Year 2 + \$1,000)	50,009.00	959.13	27.40	34.25
EBA Year 4 (Year 3 + \$1,000)	51,009.00	978.31	27.95	34.94
EBA Year 5 (Year 4 + \$1,000)	52,009.00	997.49	28.50	35.62

CSW Grade Six

Award Year 1	53,129.00	1,018.97	29.11	36.39
Award Year 2	56,219.00	1,078.23	30.81	38.51
EBA Year 3 (Year 2 + \$1,000)	57,219.00	1,097.41	31.35	39.19
EBA Year 4 (Year 3 + \$1,000)	58,219.00	1,116.59	31.90	39.88
EBA Year 5 (Year 4 + \$1,000)	59,219.00	1,135.77	32.45	40.56

TABLE 2

Entry levels are based on position descriptions sent to the consultant during the review of the SACS Award in 2002

They are designed for determining the appropriate commencement level for a new recruit.

Management expanded the banded upper levels to enable longer serving or very experienced employees to progress to higher levels of remuneration

CLASSIFICATION	ENTRY LEVELS	EXPERIENCE PROGRESSION BANDING
Centre Coordinator	Grade 5 Year 1 banded to Grade 6 Year 1	Banding extended to Grade 6 EBA Year 5
Principal Solicitor	Grade 5 Year 1 banded to Grade 5 EBA Year 3	Banding extended to Grade 6 EBA Year 3

Senior Tenants Caseworker OR Tenants Service Coordinator	Grade 5 Year 1 banded to Grade 5 Year 2	Banding extended to Grade 5 EBA Year 5
WDVCAP Regional Coordinator	Grade 5 Year 1 banded to Grade 5 Year 2	Banding extended to Grade 5 EBA Year 5
Generalist & WOW Solicitors	Grade 4 Year 1 banded to Grade 5 Year 1	Banding extended to Grade 5 EBA Year 4
Tenants Case Workers	Grade 4 Year 1 banded to Grade 5 Year 1	Banding extended to Grade 5 EBA Year 4
Tenants Intake Officer	Grade 3 Year 1 banded to Grade 4 Year 1	Banding extended to Grade 4 EBA Year 5
DV Assistant Coordinators	Grade 3 Year 1 banded to Grade 3 Year 4	Banding extended to Grade 3 EBA Year 6
Centre Administrator	Grade 3 Year 1 banded to Grade 3 EBA Year 6	Incumbent offered Grade 4 EBA Year 5
Bookkeeper	Grade 3 Year 1 banded to Grade 3 EBA Year 6	Incumbent offered Grade 4 EBA Year 5
General Admin Assistants	Grade 2 Year 1 banded to Grade 3 Year 2	Banding extended to Grade 3 EBA Year 6

TABLE 3

ALLOWANCES

(a) Meal Allowances

CITY		COUNTRY	
Breakfast	\$17.70	Breakfast	\$15.75
Lunch	\$19.75	Lunch	\$18.05
Dinner	\$34.05	Dinner	\$31.15
Incidental	\$13.85	Incidental	\$13.85

(b) Accommodation Allowance

CITY	COUNTRY	CAMPING (Stay with friends)
\$153.00	\$79.00	\$76.50

TABLE 4
REDUNDANCY, INVALIDITY AND SALARY MAINTENANCE PAYMENT

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

Where an employee is 45 years or over, the entitlement shall be in accordance with the following scale

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

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

Signatories

We have read and understand the terms and conditions of the NRCLC Enterprise Agreement:

Signed on behalf of the employers:
by The Applicant

Julia Melland, Treasurer of) _____
The Committee of Management)
Northern Rivers Community Legal Centre.)

Dated _____

Common Seal of Association:

Signed for and on behalf of)
AUSTRALIAN SERVICES UNION)
by) _____

Dated _____