

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA10/8

TITLE: Redfern Legal Centre Enterprise Agreement

I.R.C. NO: IRC9/1969

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Redfern Legal Centre Ltd, located at 73, Pitt Street, Redfern NSW, who fall within the coverage of the Social and Community Services Employees (State) Award.

PARTIES: Redfern Legal Centre Limited -&- the Australian Services Union of N.S.W.

REDFERN LEGAL CENTRE ENTERPRISE AGREEMENT

Preamble

Redfern Legal Centre promotes social justice through:

- providing free legal advice, legal services and education to disadvantaged people in New South Wales, and to groups who advocate for them
- participating in activities which reduce inequalities and defects in laws, the legal system, and administrative and social practices that impact on disadvantaged people

Statement of Shared Philosophy and Values

To achieve its purpose, Redfern Legal Centre:

- is committed to reducing social inequities and systemic barriers to people enforcing their rights
- works with clients so they can assert their rights
- focuses on preventative measures
- seeks new and better ways of providing legal services to its clients
- is flexible in its service so that it remains responsive to changing community needs
- involves the community in its service operation and development
- strives to be non-discriminatory in its service delivery
- advocates for the public interest through issues which affect the wider community or significant sections of the community
- maintains its political independence
- uses its resources efficiently and effectively
- seeks excellence in its operation and accountability to its community and funders, and
- mirrors in its employment and workplace practices the social practices it would advocate for its clients.

Objectives of this agreement

- To assist Redfern Legal Centre to recruit and retain skilled, committed and dynamic staff
- To enable the provision of a high quality service
- To promote a working environment which supports the Centre to achieve its goals in the most efficient and effective way
- To create a safe and secure work environment conducive to optimal performance
- This Agreement applies to a Community Legal Centre, which encourages co-operative work practices between employees and between employees and management.
- The purpose of this Agreement is to set out the conditions under which employees are employed. Within the spirit of co-operative work practices, the aim of these employment conditions is to facilitate and support employees in carrying out the functions of the Centre.
- 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.

PART 1 INDEX AND DEFINITIONS

1. Coverage and Title

- 1.1. This Agreement will be known as the Redfern Legal Centre Enterprise Agreement.
- 1.2. This Agreement governs the terms and conditions of employment of all employees at Redfern Legal Centre.
- 1.3. This Agreement shall be read in conjunction with the Social and Community Services Employees (State) award, provided that where there is any inconsistency between the Award and this Agreement, this Agreement shall prevail to the extent of inconsistency.
- 1.4. The employer is committed during the life of this Agreement and in its renegotiation to negotiate collectively with the Union in respect of all its employees who are eligible to be members of the Union. Therefore the employer agrees that individual employee arrangements will not be promoted or offered to any employee while this Enterprise Agreement remains in force.

2. Parties to the Agreement

- 2.1. This Agreement applies to:
 - (a) Redfern Legal Centre Limited (RLC)
 - (b) all employees
 - (c) the Australian Services Union of NSW (ASU)

3. Duration of the Agreement

- 3.1. The Agreement will operate on and from the date of certification by the NSW Industrial Commission and remain in force for three years.

4. Definitions

- 4.1. In this enterprise agreement the following definitions apply:

"Agreement" means the Redfern Legal Centre Enterprise Agreement

"Centre" means Redfern Legal Centre Limited ACN 001 442 039

"Board" means the Board of Executive Officers of Redfern Legal Centre Limited

"Union" means the Australian Services Union of NSW

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

"Executive Officer" means the employee appointed to the position of Executive Officer of Redfern Legal Centre

"Commission" means the Industrial Relations Commission of NSW

PART 2 ENGAGEMENT OF EMPLOYEES

5. Terms of Engagement

- 5.1. Prior to commencement of employment, and subject to 5.2, the employer shall inform each employee in writing as to the terms of their engagement, setting out
 - 5.1.1. job description and position title
 - 5.1.2. regular or set hours of work
 - 5.1.3. pay rate and information about salary packaging
 - 5.1.4. employment status (i.e. full-time, part-time, fixed-term, or casual)
 - 5.1.5. entitlement to, and possible liability to reimburse, payment for a practising certificate or other professional fee
 - 5.1.6. and including a copy of this Agreement
- 5.2. Casuals shall receive such details in writing only on their initial engagement, and a copy of this Agreement only if they request it.
- 5.3. The employer shall provide each employee with a job description or duty statement outlining specific duties to be performed and hours of work, upon engagement.
- 5.4. All employees employed pursuant to this agreement other than fixed term or casual employees shall be deemed to have ongoing employment, subject to clause 47 .

6. Full-time employees

- 6.1. An employee not specifically engaged on a part-time, casual or fixed term basis shall be a full-time employee.

7. Part-time employees

- 7.1. A part-time employee shall mean a person who works a specified number of regular days and/or minimum number of hours being less than those worked by a full-time employee in a four-week period.
- 7.2 Part-time employees shall be entitled to all pay and benefits under this agreement on a pro rata basis.
- 7.3 A part-time employee who is offered the opportunity to work additional hours in any pay period may choose to vary their normal working hours up to a maximum of 35 hours per week.

8. Fixed Term Employees

- 8.1. An employee may be engaged as a fixed term employee in one of three ways:
 - 8.1.1. As an ordinary fixed term employee;
 - 8.1.2. As a parenting leave relief employee; or
 - 8.1.3. As a special circumstances relief employee.
- 8.2. Definitions
 - 8.2.1. An ordinary fixed term employee is an employee who is engaged:
 - 8.2.1.1. in a position which is temporary in nature for a specified period of time;
 - 8.2.1.2. for the completion of a specified task(s) or project; or
 - 8.2.1.3. to relieve in a vacant position arising from an employee taking leave in accordance with this Agreement.

- 8.2.2. A parenting leave relief employee is an employee who is engaged to replace an employee who is on leave or who is working reduced hours pursuant to clause 35 (Parenting Leave) of this Agreement.
- 8.2.3. A special circumstances relief employee is an employee who is engaged:
 - 8.2.3.1. as a replacement for an employee who is on leave of any kind (whether or not it is leave to which the employee is entitled under this Agreement);
 - 8.2.3.2. where the duration of the leave is uncertain; and
 - 8.2.3.3. where the employee has been permitted to take an uncertain period of leave for reasons which include the need to provide an equal opportunity and non discriminatory workplace.
- 8.3. Provisions which apply to all fixed term employees:
 - 8.3.1. If a fixed term employee is subsequently appointed to a full time or part time position with the employer, any period of the fixed term contract completed immediately prior to the commencement of the full time or part time position shall be recognised as service with the employer for calculating leave (including parenting leave) and redundancy entitlements, provided that the employee has not taken or received payment in lieu of those entitlements;
 - 8.3.2. For the avoidance of doubt, clause 47.4 (Termination by the Employee) applies to fixed term employees;
- 8.4. Provisions which apply only to ordinary fixed term employees:
 - 8.4.1. The employee shall be engaged to work on either a full time or part time basis for a period not exceeding 52 weeks;
 - 8.4.2. When offering employment, the employer shall advise the employee in writing of the temporary nature of the employment, the actual or expected duration of employment, and that employment beyond the period is not expected;
 - 8.4.3. The employer and a fixed term employee may agree to the duration of the period of employment being extended once only, provided that any extension will not exceed six months.
- 8.5. Provisions which apply only to parenting leave relief employees and special circumstances relief employees:
 - 8.5.1. When offering employment, the employer shall inform the employee that they are temporarily engaged to replace an employee and that the provisions of this clause apply to the employment.
 - 8.5.2. The employer shall inform the employee of the expected duration of the employment, and that employment beyond the period is not expected but may be offered;
 - 8.5.3. If employment beyond the original duration of the employment is to be offered, then the employer shall give the employee at least four weeks' notice of the proposed extension to the duration of the employment;
 - 8.5.4. The employment may be extended by agreement between the employer and the employee, provided that the employment shall not be extended for a period of less than 6 months at a time and shall not be extended beyond 2 years' employment.
 - 8.5.5. If the employer decides to terminate the employment of the fixed term employee other than in accordance with clause 46 (Counselling and Disciplinary Process), clause 48 (Summary Dismissal) or clause 47.2.4 (inability to perform inherent requirements), then the employee shall be entitled to 3 months' notice of termination or pay in lieu of notice.

9. Casual Employees

- 9.1. A casual employee shall mean an employee employed to perform work of a short-term irregular nature.
- 9.2. A casual employee shall be paid at the rate of pay for the appropriate classification as set out in clause 16 of this Agreement, plus a loading of 25% in lieu of leave entitlements.

10. Change to working hours

- 10.1. If an employee wishes to change their regular hours of work the employer shall enter into negotiation with the employee with a view to achieving a solution acceptable to both parties, where possible.
- 10.2. Subject to this clause, when an employee attends the office during ordinary hours, full and part time employees shall be paid a minimum of three hours on each day they work.
- 10.3.1 An employee who wishes to work from home must gain prior approval to do so.
- 10.3.2 If an employee working from home chooses to vary their hours of work or work less than three hours in a day, clause 10.2 shall not apply.
- 10.3.3 If an employee has given specific permission to be contacted on a day on which they would not otherwise work, and as a result of that contact carries out work from home, they shall be paid for a minimum of one hour's work for that day.
- 10.3.4 If an employee who has not given specific permission to be contacted on a day on which they would not otherwise work is contacted, and as a result of that contact carries out work from home, they shall be paid for a minimum of three hours work for that day.
- 10.4 A casual employee shall be employed for a minimum of three hours on each working day. A casual employee who is employed for two or more shifts in a week may request flexibility in their minimum shift duration over the course of the week, provided that there must be at least one three-hour shift per week.

PART 3 HOURS OF WORK

11. Hours of Work

- 11.1. The ordinary hours of work for full-time employees, exclusive of meal breaks, shall be no more than 70 per fortnight.
- 11.2. any travel on official business shall be treated as time worked.
- 11.3. Time spent working at home, with the prior approval of the employer or relevant supervisor, shall be counted as hours worked.

12. Ordinary spread of hours

- 12.1. Subject to 12.1, the ordinary spread of hours are between 8.00 am and 6.00 pm Monday to Friday, provided that:
- 12.2. Where an employee's duty statement so provides, an employee may be required to supervise an evening advice service but shall not be required to do so on more than one evening per week;
- 12.2.1 An employee who is required to supervise an evening advice service shall be paid an additional allowance equivalent to 15% of three hours' normal pay for each evening advice service they supervise.

- 12.3. an employee shall not work more than 5 hours without taking a break of at least 30 minutes;
- 12.4. When an employee is rostered to supervise the evening advice service, they will be entitled and encouraged to commence work on that day at 2 pm and/or to start later the following day.
- 12.5. An employee who wishes to work on a weekend must obtain prior approval. Approval will be granted subject to consideration of the impact on the other staff or service delivery of the employee's absence during normal office hours. The employee will take time off in lieu at the rate of one hour for each weekend hour worked.
- 12.6. Except as otherwise provided in this clause, An employee who is required by the employer to work outside the normal spread of hours shall be paid at overtime rates as specified in clause 14.

13. Flexible working hours

- 13.1. Flexible working hours shall be defined as a system of attendance whereby employees select their starting and finishing times from day to day,
- 13.2. Where an employee works more than 70 hours in a fortnight, the excess hours will be accumulated as credit hours, provided that the number of credit hours carried forward at the end of each fortnight shall not exceed 35 hours without the prior agreement of the employer. The employer shall not unreasonably refuse a request for time off to reduce credit hours.
- 13.3 Once accrued, and subject to the prior approval of the Executive Officer in consultation with the relevant supervisor, or of the relevant supervisor alone if it is a request for less than three days' leave, an employee is entitled to take time off in lieu of hours worked, as follows:
 - 13.3.1 Any time; and
 - 13.3.2 May include periods of up to 35 hours, provided that reasonable notice is given and taking into account the operational needs of the Centre.
- 13.4 The employer is under no obligation to hire casual staff to replace staff who take time off in lieu of hours worked
- 13.5 The employer may direct an employee to reduce their credit hours. The Executive Officer must make best efforts to ensure that time in lieu accrued is taken within a reasonable period and in any event shall not unreasonably withhold consent for any request from staff to take time off in lieu of hours accrued.
- 13.6 Hours accrued as time in lieu must be taken as time off in lieu of hours worked unless the employer is satisfied that exceptional circumstances would justify the payment of overtime.
- 13.7 Where an employee works less than 70 hours in a fortnight, the shortfall may be accumulated to a limit of 35 hours, subject to prior arrangements being made to eliminate the shortfall.
- 13.8 The arrangements in this clause apply to part-time employees on a pro rata basis in accordance with their prescribed fortnightly hours of work.

14. Overtime

14.1. Overtime means time worked with the prior authorisation of the employer beyond the ordinary hours of work (clause 11) and/or outside the normal spread of hours (clause 12).

14.2. Overtime shall be paid at time and one half for the first three hours, and double time thereafter.

14.3. Employees who are authorised to work overtime on Saturdays or Sundays shall be paid at overtime rates for a minimum 3 hours plus time taken to travel to and from the place of work

14.4. Employees who

14.4.1. Are required to exceed their contracted hours in any pay period, or

14.4.2. Work outside the ordinary spread of hours identified in clause 12

Shall be paid at overtime rates as per clause 14.2

15. Call back

15.1. An employee who is required to return to work after leaving the place of employment shall be paid a minimum of three hours pay at the appropriate overtime rate, plus time for travel to and from the place of employment, provided that the employee shall not be required to work the full three hours if the work is completed in a shorter period.

PART 4 CLASSIFICATIONS, WAGES, SUPERANNUATION

16. Classifications

16.1. Each existing and new staff position shall be allocated to a grade in accordance with the following¹.

Grade 1	A person employed to assist other workers within a defined area and who is under the immediate and direct supervision of another employee in relation to all aspects of their employment.
Characteristics of the Grade:	Works under close direction and undertakes routine activities which require the practical application of basic skills and techniques. General features of work consist of performing clearly defined activities with outcomes being readily attainable. Instruction, assistance and appropriate training will be readily available at the workplace
Responsibilities	A position at this grade may include some of the following responsibilities or others of a similar value: Straightforward tasks where procedures are clearly established. May include operation of office equipment and routine office duties.
Skills, Knowledge and experience	No formal qualifications required; basic knowledge of work practices of relevant work area; basic numeracy, written and verbal communication skills.
Level of Supervision	under direct supervision of another employee (except for cleaner)
Supervision of others	None
Occupational equivalent	Casuals employed for simple clerical tasks, cleaner

¹ Classifications (layout and substance based on Position Grading and Classification Guidelines, SACS Award 2001, developed by Jobs Australia in consultation with the Australian Services Union)

Grade 2	A person employed to perform duties of a more complex, varied and responsible nature than a Grade 1, under general supervision of another employee.
Characteristics of the grade	Works under general direction in the application of established procedures, methods and guidelines. Work involves solving problems of limited difficulty using knowledge, judgement and work organisations skills acquired through qualifications and/or previous work experience. Assistance is available from senior employees Scope for exercising initiative in application of established work procedures. Responsible for managing time, planning and organising own work.
Responsibilities	A position at this grade may include some of the following responsibilities or others of a similar value: Undertake responsibility for various activities in a specialised area. Provide secretarial/administrative/research support requiring a degree of judgment, initiative, confidentiality and sensitivity in the performance of work.
Skills, Knowledge and experience	Knowledge of work activities performed within the organisation. Sound communication skills. May utilise specialised knowledge.
Level of supervision	Under general supervision of another employee
Supervision of others	Not expected to supervise.
Occupational equivalent	Administrative assistant, research assistant, clerical assistant

Grade 3	An employee who performs more varied, complex and responsible work than Grade 2, who may be required to exercise substantial responsibility in relation to service delivery, and is subject only to general supervision.
Characteristics of the grade	Works under general direction in functions that require the application of skills and knowledge appropriate to the work. Applies knowledge and skills which are gained through qualifications and/or previous relevant experience. Is able to manage time, set priorities, plan and organise their own work. Is expected to develop work methods where general work procedures are not defined.
Responsibilities	A position at this grade may include some of the following responsibilities or others of a similar value: Exercise responsibility in relation to service delivery Provide administrative support of a complex nature. Undertake a variety of tasks of a specialised and/or detailed nature Carry out planning, studies or research for particular projects. Apply initiative and judgment. Take responsibility for completion of projects
Skills, Knowledge and experience	Knowledge of the role of the organisation, its services, policies and procedures. Sound knowledge of specific discipline gained through experience, training or education High level of interpersonal skills Strong communication skills
Level of supervision	Under general direction of immediate supervisor.
Supervision of others	May supervise other staff and/or volunteers on specific tasks
Occupational equivalent	Casual duty person, caseworker (limited responsibilities), researcher, project officer, database maintenance officer

Grade 4	An employee who would not ordinarily receive instructions from another employee as to the performance of their duties and who would undertake at least some of the following: coordinate projects, provide specialist advice, exercise specialist judgement within prescribed areas
Characteristics of the Grade	Works under limited direction from senior employees or management. Is involved in developing and implementing policies and procedures. Exercises initiative and judgment. Position includes a range of work functions. Work requires application of knowledge gained through qualifications and/or previous experience Sets priorities, plans and organises work, establishes outcomes.
Responsibilities	A position at this grade may include some of the following responsibilities or others of a similar value: Responsible for a range of functions requiring a high level of knowledge and skills. Undertakes responsibility for moderately complex projects. Sets priorities and monitors work flow. Takes responsibility for casework under general direction of team leader. Applies initiative and judgment including case responsibility for clients. Takes responsibility for completion of projects. Contributes to policy development and planning
Skills, knowledge and experience	Knowledge of the organisation, its services, policies and procedures Specialist knowledge gained through experience, training or education High level of interpersonal and communication skills Tertiary qualification or equivalent experience in relevant field. Professional qualification if relevant to the position.
Level of supervision	Works under limited direction; has delegated authority in specified areas.
Supervision of others	May supervise other employees and/or volunteers.
Occupational equivalent	Solicitor or advocate (with limited supervisory role), caseworker (extended responsibilities), front office supervisor, administrative officer, project officer.

Grade 5	An employee who has a higher level of complexity, responsibility, initiative and autonomy than a Grade 4. An employee at Grade 5 would normally have a significant supervisory role and/or be involved in devising strategies to achieve the organisation's objectives.
Characteristics of the grade	Applies professional skills to a broad range of complex tasks, with a high level of autonomy Has discretion to innovate. Devises strategies to achieve outcomes in relation to the organisation's objectives. Is involved in formulating policy, procedures and work practices. Sets priorities, plans and organises their own work and that of people under their supervision. Takes responsibility for decision making and provision of a high level of expert advice.
Responsibilities	A position at this grade may include some of the following responsibilities or others of a similar value: Undertake complex casework. Provide high level expert advice Control and coordinate projects Manage the operation of a distinct element of the organisation, including supervision of staff Undertake duties of a specialist nature with little professional direction. Contribute to development of new procedures and methodology.
Skills, knowledge and experience:	Extensive experience in relevant area High level of knowledge of relevant discipline Strong strategic planning skills High level of interpersonal, communication and supervisory skills Tertiary qualification or equivalent Professional qualification as appropriate
Level of supervision	Broad direction, where relevant, from senior management, has significant delegated authority
Supervision of others	May manage a work area and supervise staff classified at a lower level.
Occupational equivalent	team leader, administrator, policy coordinator, solicitor with extensive autonomy and/or supervisory role, senior solicitor.

Grade 6	An employee who exercises a high level of responsibility for organisational management and decision making, exercises considerable independent judgement and a high degree of autonomy.
Characteristics of the grade	Exercise a high degree of responsibility for legal practice management and decision making. Exercise considerable independent judgement and delegated authority Take responsibility for formation of procedures and work practices in relation to the legal practice. Has discretion to innovate and take responsibility for outcomes. Sets outcomes in relation to the legal practice
Responsibilities	A position at this grade may include some of the following responsibilities or others of a similar value: Provide professional supervision and support of all paid and volunteer legal and specialist non-legal staff. Provide high level expert advice Undertake complex casework Supervise advocacy work Ensure the legal practice adheres to statutory requirements Ensure maintenance of and compliance with the Professional Indemnity Insurance scheme Identify policy and law reform issues and coordinate law reform submissions and activities
Skills, knowledge and experience	Tertiary qualification, professional qualifications as appropriate, unrestricted practising certificate. Demonstrated managerial, supervisory and strategic planning skills High level of interpersonal and communication skills
Level of supervision	Broad direction of senior management on operational matters; has primary responsibility for the legal practice. Has substantial delegated authority
Supervision of others	Supervises all paid and volunteer legal and specialist non-legal staff with regard to their legal work.
Occupational equivalent	Principal solicitor

Grade 7	As for grade 6, but with responsibility delegated by the Board for supervision of, consultation with and leadership of all staff in order to achieve organisational objectives.
Characteristics of the grade	Undertakes control and coordination of key aspects of the work of the organisation Develops and implements long-term goals of the organisation Undertakes a wide range of managerial functions Liaises with key stakeholders Responsible for financial viability of the organisation
Responsibilities	A position at this grade may include some of the following responsibilities or others of a similar value: High level planning with accountability for program performance Consultation with staff on identification and achievement of organisational objectives Responsible for achievement of organisational objectives Build the organisation's capacity to meet current and future needs Develop policy and advocacy strategies Maintain liaison with community organisation, funding bodies, government agencies, and others Coordinate and manage staff responsibilities, training and activities Ensure compliance with relevant legislative requirements Control of income and expenditure, report to Board on financial position Managerial responsibility for OHS issues Deal with client complaints and staff grievances
Skills, knowledge and experience	Tertiary qualifications and experience including demonstrated managerial, supervisory and strategic planning skills Demonstrated policy analysis, research and advocacy skills Ability to exercise sound judgement in relation to complex issues. High level of interpersonal and communication skills
Level of supervision	Reports to and under broad direction of the Board of Executive Officers; has high level of delegated authority
Supervision of others	Supervises all staff and volunteers, except that responsibility for the legal practice lies with the Principal Solicitor
Occupational equivalent	Executive Officer

17. Rates of Pay

- 17.1. Employees shall be paid in accordance with the rate of pay in Table 1
- 17.2. Employees who are promoted to a higher pay grade must be paid at a rate at least one step higher than their previous salary.
- 17.3. Following annual performance review an employee may apply for their position to be regraded and for their job description to be adjusted accordingly.

18. Starting salary

- 18.1 An employee's starting salary shall be set at an appropriate step within the grade designated for the position, taking into account previous relevant experience and guidelines to be developed in consultation with staff.

19. Incremental progression

- 19.1 An employee's salary shall be raised to the next step within the appropriate grade at the rate of one step for each year of service. The incremental adjustment will be made at the first pay period of January each year, the amount of the increase being in accordance with the proportion of the year worked by the employee.

20. CPI adjustment

- 20.1 The rates of pay in Table 1 shall be adjusted at the first pay period of January each year by the rate of increase in the Consumer Price Index for the year to the previous September, provided that at no time will the rates of pay decrease even if the Consumer Price Index is negative.
- 20.2 This clause shall apply for the duration of this agreement only and shall not set a precedent for the negotiation of future agreements.

22. Higher Duties

- 22.1 Where the employer expects that an employee will be absent for any five consecutive days or more and wants another employee to substantially carry out the absent employee's duties, the employer will formally request this in advance.
- 22.2 The employee will not be required to carry out these duties where this would lead to excessive overtime, or where it would be impractical to carry out the extra tasks in the time available.
- 22.3 The above clauses shall be subject to the dispute resolution provisions in Part 7.
- 22.4 An employee who agrees to substantially perform the duties of another employee in a higher classification for any five consecutive days or more will be paid a higher duties allowance for the days on which those duties are performed, up to a maximum of three months, at which point the employer is obliged to advertise the position. The higher duties allowance shall be the difference between the employee's normal rate of pay and the Step 1 rate of pay for the higher classification, provided that a higher step may be authorised by the employer
- 22.5 Subject to 17.3, no person shall be promoted to a higher position unless that position has been advertised and a selection procedure has been carried out.

- 22.6 The higher duties allowance shall be considered part of the employee's ordinary rate of pay for all purposes while the employee is eligible for the higher duties allowance, including public holidays which fall within that period
- 22.7 An employee's wage will not be reduced where s/he is required to relieve another employee.
23. Superannuation
- 23.1 The employer will contribute on behalf of each eligible employee to the Health Employees Superannuation Trust Australia or an alternative complying superannuation fund nominated by the employee, such contributions as required to comply with the Superannuation Guarantee (Administration) Act 1992 as amended from time to time.
24. Payment of Wages
- 24.1 The weekly rate of pay shall be the annual rate of pay divided by 52.14.
- 24.2 All wages shall be paid at least fortnightly by electronic funds transfer.
- 24.3 Wages shall be paid no later than the last day of the pay period to which they apply. Casual employees shall be paid according to hours worked and entered on timesheets, which shall be provided to the Administrator no later than 5 pm on the day before preparation of wages.
- Permanent and contract employees shall enter their hours worked on an electronic timesheet, which shall be forwarded to the Administrator as soon as reasonably practicable, which will usually be no later than 5 working days after the end of the pay period. Failure to provide timesheets on time may be considered unsatisfactory performance and lead to a disciplinary process.
- 24.4 Upon termination, wages and any other monetary entitlement due to an employee shall be paid on the date of termination; employees should be aware that failure to provide accurate timesheets could delay the calculation of entitlements for unused annual and long service leave and leave loading.
- 24.5 The employer may deduct from amounts due to an employee such amounts as authorised in writing by the employee and deductions of income tax required to be made to the Australian Taxation Office
- 24.6 Salary packaging
- Permanent and fixed-term employees may elect to take a fringe benefit as part of their salary. Where a fringe benefit is taken:
- 24.6.1 The total of the employee's net pay and fringe benefit shall be no less than the net salary that would result from their gross salary without fringe benefit.
- 24.6.2 Superannuation and leave loading will be paid at the appropriate percentage of the gross salary without fringe benefit.
- 24.6.3 the employer will pay a fringe benefit bonus of 5% of the amount of fringe benefit taken per annum; payment of the bonus will be made in a lump sum twice yearly.
- 24.6.4 where, due to the ATO requirement to gross up the fringe benefit, an employee's tax liability arising from Medicare levy or HECS repayments would be greater than the tax liability arising from the salary without fringe benefit, the employer will add the amount of extra tax payable to the fringe benefit.

25. Time and pay records

- 25.1 In accordance with the Industrial Relations Act (1996) the employer shall keep time and pay records relating to employees, for a period of at least 6 years.
- 25.2 On pay days the employer shall provide each employee with a written statement showing the gross salary including overtime and allowances paid, the amount deducted for taxation purposes and particulars of other deductions made that have been part of the calculated net amount paid.

PART 5 ALLOWANCES, EXPENSES, AMENITIES

26. Allowances and expenses

- 26.1 An employee who holds a current first aid certificate issued by the St John Ambulance Association or Australian Red Cross Society or equivalent qualification and who is required by the employer to be available to perform first aid duty at their workplace shall be paid an allowance as set out in Table 5 of the SACS award with a minimum payment of one day.
- 26.2 Where employees are required by their employer to use their motor vehicle in the course of their duty, they shall be paid an allowance per kilometre as set out in Table 5 of the SACS award.
- 26.3 Where an employee is required to work into the evening, the employer will make a reasonable and appropriate arrangement for safe transport home, which may be by means of providing a taxi fare.
- 26.4 An employee required to stay away from home overnight shall be reimbursed the cost of pre-approved accommodation and meals. Up to a maximum amount as specified in the travel payment policy negotiated with staff and approved by the employer. Reasonable proof of expenses incurred is to be provided by the employee to the employer.
- 26.5 The employer shall reimburse all reasonable expenses necessarily incurred by an employee in carrying out their duties, subject to reasonable proof of the expenses being incurred being supplied to the employer.
- 26.6 The definition of reasonable expenses shall be in accordance with RLC policy as amended from time to time, subject to the dispute resolution procedures set out in Part 7.
- 26.7 RLC will meet the cost of any practising certificate or other professional fees or accreditation an employee needs to fulfil the duties of their position, and membership of an appropriate professional association such as the Law Society of NSW, provided that:
- 26.7.1 Should an employee terminate their employment for reasons within their control within 3 months of RLC paying the cost of their certificate, fees or other accreditation, then the employee must refund 75% of the cost.
- 26.7.2 Where it is relevant to the employee's position, the entitlement to payment under this clause, including possible liability for reimbursement, will be set out in the employee's letter of appointment.
- 26.8 An employee who performs work outside their normal hours of work at the direction of the employer is entitled to reimbursement of reasonable childcare costs.

27. Amenities

- 27.1 RLC will provide employees with:
- 27.1.1. reasonable toilet and washing facilities;
 - 27.1.2 adequate and appropriate facilities for tea and meal breaks;
 - 27.1.3 reasonable heating and cooling appliances;
 - 27.1.4 adequate and appropriate accommodation, equipment, resources and facilities to enable employees to perform their duties.

PART 6 LEAVE

28. Sick leave

- 28.1 In the event of an employee (other than a casual employee) becoming sick and unfit for duty, and certified as such by a qualified medical practitioner, s/he shall be entitled to 15 days sick leave on full pay for each year of service. This leave entitlement commences on the date of employment.
- 28.2 An employer shall dispense with the requirement for a medical certificate where the absence does not exceed three consecutive days or where in the employer's opinion circumstances are such not to warrant such requirement.
- 28.3 An employee shall be entitled to sick leave on account of the ill health or injury of a person in the care of the employee where that injury or ill health reasonably requires that the employee take continuing care of that person, such period to count as part of the employee's sick leave
- 28.4 An employee shall take all reasonably practical steps to inform the employer of their inability to attend for work and as far as possible state the estimated duration of the absence. Unless impracticable the employee shall notify their supervisor or in their absence the Executive Officer within 90 minutes of their normal start time.
- 28.5 Sick leave may be accrued.
- 28.6 The employee is not entitled to claim payment for accumulated unused sick leave at the termination of employment, or at any other time.
- 28.7 Where an employee who is entitled to sick leave suffers ill health or injury during a period of annual leave, he or she may convert the relevant portion of annual leave to sick leave for the period of ill health or injury. Any period of sick leave so claimed shall form part of the annual entitlement and shall be subject to certification as set out in 28.1.
- 28.8 Subject to clauses 47.2.4 and 48.1, the services of an employee shall not be terminated on account of illness.

29. Annual Leave

- 29.1 An employee (other than a casual employee) is entitled to four weeks annual leave on his or her ordinary rate of pay for each continuous 12 month period of service.
- 29.2 On termination of employment the employee shall be paid for accrued annual leave at the rate of pay applicable at the time of termination.

30. Christmas Closure

- 30.1 The Centre shall close for two weeks each year over the Christmas/New Year period.
- 30.2 In addition to the three public holiday days which fall during that period staff will get seven

days' additional leave during the Christmas closure period, subject to the following:

- 30.2.1 The additional leave will not attract leave loading
- 30.2.2 It is accepted that nothing in this clause will affect the provision of locums
- 30.2.3 The Centre may operate a form of emergency service during the closure period depending on circumstances, to be decided by the Board each year by 30 November. The emergency service may operate by way of telephone service to be operated by call forwarding to a staff member's home. Apart from the Executive Officer who shall be required to be available, staff may be asked to volunteer to provide this service. Work done on public holidays shall be remunerated in accordance with clauses 34.2 and 14, and on other days in accordance with 14.

31. Annual leave loading

- 31.1 Annual leave loading of 17.5% of the ordinary rate of pay is payable for 4 weeks employment per year.
- 31.2 The loading shall be paid twice yearly, in instalments equivalent to two weeks loading (i.e. 35% of one week's pay) on the last paydays of June and December. Leave loading is not to be paid in advance.
- 31.3 Pro rata amounts of leave loading shall be paid to employees who commenced work during the preceding 6 month period, and on termination, except in the case of termination for serious misconduct.

32. Long Service Leave

- 32.1 An employee (other than a casual employee) shall be entitled to take long service leave after five years service, at the rate of six weeks for the first five years continuous employment, and six days for every year thereafter
- 32.2 Any paid leave shall count as time worked for the purpose of this clause.
- 32.3 Unpaid leave shall not count as time worked but shall be deemed not to break the continuity of employment.
- 32.4 An employee wishing to take Long Service leave shall give as much notice as possible of the intended period of leave.
- 32.5 An employee is entitled to payment in lieu of any accrued Long Service Leave, on termination of employment after five years' service

33. Workers compensation make up pay

- 33.1 Where an employee is receiving workers compensation payments arising out their employment with RLC, and those payments are less than the employee's ordinary weekly earnings, RLC will make up the difference by additional payments to the employee, up to a limit of 26 weeks in respect of any one injury.

34. Public Holidays

- 34.1 An employee (other than a casual employee) shall be paid at the normal rate for any gazetted public holiday which falls on a day on which they are normally required to work.
- 34.2 Where an employee agrees to work on a public holiday at the employer's request, s/he shall be entitled to payment at double-time rates.

35. Parenting leave

35.1 An employee, other than a casual employee, shall be entitled to take up to 52 weeks parenting leave, provided the employee presents a certificate stating the expected date of the birth or adoption or taking on the care of their child.

35.2 An employee entitled to parenting leave as a primary caregiver shall be allowed 14 weeks leave on full pay with the balance of up to 38 weeks being unpaid.

35.3 An employee entitled to parenting leave as a partner or significant caregiver shall be entitled to nine weeks leave on full pay with the balance of up to 43 weeks being unpaid.

35.4 An employee may elect to convert a period of paid leave to half pay over double period.

35.5 An employee entitled to parenting leave shall give at least four weeks notice, where possible, of the estimated date of the start of the leave and of the estimated duration.

35.6 The employee may return to work before the scheduled end of the period of the leave with the prior consent of the Executive Officer, such consent not to be unreasonably withheld.

35.7 Move to part time work

35.7.1 An employee entitled to leave under Clause 35 may work part time in one or more periods at any time after the birth of the child until its second birthday, or, in the case of adoption or taking on the full time care of a child, from the date of adoption or taking on the care until the second anniversary of that date.

35.7.2 The ability to work part time as set out in 35.7.1 may be extended for up to three years subject to agreement of the employer, consent to the application not to be unreasonably withheld.

35.7.3 An employee who wishes to change their hours of work under this clause shall give at least four weeks notice of the change.

35.7.4 A female employee may work part time in one or more periods while she is pregnant where part time is, because of the pregnancy, necessary or desirable.

35.8 Return to former position

35.8.1 An employee who has commenced part time employment under clause 35.7, has the right to return to their former position when they finish the period or first period (if there is more than one) of part time employment;

35.8.2 If the employee's former position no longer exists but there are other positions available for which the employee is qualified and the duties of which the employee is capable of performing, the employee is entitled to be given a position as nearly comparable in status and pay to that of the former position.

35.8.3 The employer may permit the employee to return to their former position after a second or subsequent period of part time employment.

36. Special leave

36.1 An employee, other than a casual employee, shall be entitled to up to five days per year special leave. This leave may be used, for example, in the event of the death of a member of his/her family or household, or of a close friend, or for religious or culturally significant days or for moving house.

36.2 The employer may authorise special leave for other unexpected and unusual circumstances, on application from the employee.

37. Leave without pay

37.1 An employee shall be entitled to five days unpaid leave in each twelve months of service, to be taken at such time as may be agreed with the employer, subject to the employee giving at least two weeks notice of the intended unpaid leave;

37.2 Subject to negotiation with the employer, an employee may be granted leave without pay for a period of up to 12 months.

37.3 Leave without pay does not count as service for the purposes of leave entitlements in this Agreement. However, it does not break continuity of service.

37.4 Approval for leave without pay shall not be unreasonably withheld.

38. Jury Service

38.1 An employee, other than a casual employee, who is 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.

38.2 An employee shall notify the employer as soon as possible of the date upon which they are required to attend for jury service. The employee shall give the employer documentary proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

39. Study leave

39.1 An employee shall be entitled to four hours study leave per week without loss of pay to undertake courses approved by the employer as reasonably related to his or her work, in accordance with RLC policy to be developed in consultation with employees

39.2 Study leave may be accumulated within each year for the purpose of preparation for and attendance at examinations in courses of study approved by the employer, provided that an employee may not take more than 35 consecutive hours of study leave.

40. Stress prevention leave

40.1 An employee who shows to the employer that they are suffering from workplace related stress may be granted up to two days stress leave, immediately, without loss of pay. This is additional to the employee's sick leave entitlements, to a maximum of two days in every six months.

40.2 On return to work, the employer and the employee shall devise a program to address the cause/s of the stress.

41. Union training and Union meetings

41.1. The union workplace delegate shall be entitled to three days paid leave per year to attend Trade Union training courses.

41.2. Employees shall be entitled to take up to 2.5 hours per month without loss of pay for the purpose of attending union meetings.

PART 7 GRIEVANCE, DISPUTE RESOLUTION PROCEDURES, TERMINATION, ORGANISATIONAL CHANGE, REDUNDANCY

42. Grievance/Dispute Resolution procedures

- 42.1. The employer and the employees recognise that individual and group problems arise from time to time and it is necessary to resolve these problems quickly. The employer and the employees are committed to resolving grievances through open communication and in a manner consistent with cooperative work practices.
- 42.2. In the interests of a harmonious and productive workplace all employees shall be given the opportunity to attend accredited conflict resolution training within the first six months of their employment and follow-up training at least every two years.
- 42.3. A grievance includes a complaint or dispute and may relate to:
- 42.3.1. Any condition of employment, or any provision of this Agreement, and the way it has been applied;
 - 42.3.2. A decision of management which affects a worker or group of workers
 - 42.3.3. The behaviour or conduct of another employee or of a member of the Board of Executive Officers acting in the capacity of Executive Officers
 - 42.3.4. Any decision or action taken under the Counselling and Disciplinary Procedure of this Agreement, or
 - 42.3.5. Any other matter that affects an employee in their employment.
- 42.4. At all stages of the grievance process the employer will ensure that the principles of natural justice are observed and employed.
- 42.5. At all stages of the grievance process the employer will ensure that the privacy of all affected employees is respected and confidentiality observed.

43. Informal process

- 43.1. Where an employee has a grievance which involves the conduct of another employee or employees, or a member of the Board of Executive Officers, the employee should, where possible, discuss the matter with that person before pursuing the formal steps of this grievance procedure.
- 43.2. However, it is recognised that it is difficult in sensitive cases to expect an employee to confront another employee or member of the Board over their behaviour or conduct. Where it is appropriate and agreeable to the people involved, the Executive Officer or another staff member may play a mediatory role.

44. Formal process

- 44.1. Where an employee (or employees) has a grievance they should pursue the following steps, and may have a representative of the Union, another employee or another person of their choice assisting them.
- 44.2. Step 1:
- 44.2.1. The employee should raise the grievance in writing with the Executive Officer (unless the Executive Officer is the subject of the grievance, in which case the grievance must be taken to the Board) and the Executive Officer will make every attempt to resolve the matter promptly.
- 44.3. Step 2:
- 44.3.1. If the matter remains unresolved, the employee should request the Executive Officer or Principal Solicitor to refer the grievance to the Board, and the employee should provide details of their grievance in writing.

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

44.3.3. If the grievance involves the conduct or behaviour of a member of the Board, that member will be excluded from the meeting but should be afforded the opportunity to present their point of view.

44.4. Step 3

44.4.1. If the matter remains unresolved the Union in consultation with the employee(s) may lodge a dispute to the Industrial Relations Commission of NSW.

44.5. 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.

44.6. At any stage of the grievance process the parties may agree to asking an independent person from outside the Centre to play a mediatory role.

44.7 Nothing in this grievance procedure prevents an employee or employees pursuing a complaint under any relevant state or commonwealth legislation.

45. Counselling and disciplinary procedures

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

45.2. The employer will ensure that the principles of natural justice are observed and employed at all stages of the counselling and disciplinary process.

45.3. Where the Executive Officer is satisfied that the employee's performance or behaviour is unsatisfactory, the process set out in their section will be followed and the employee may have a Union representative, a legal advisor, another employee or another person of their choice assist them at all stages.

45.4. The employee may lodge a grievance (under the Grievance and Dispute Settling Process) about any action or decision taken under this section

46. The Counselling and Disciplinary process

46.1. Step 1: Counselling

46.1.1. The Executive Officer will meet with the employee and identify the area of unsatisfactory performance or behaviour. The employee 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.

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

46.1.3. Although the Executive Officer may record that the employee has been counselled, no record is to be kept of the discussion during the counselling session, unless the employee so requests. The record that the employee was counselled

will be destroyed after six months if there has been no recurrence of the problem in that time.

46.1.4. Step 1 may be omitted if the issue of an employee's performance or behaviour is serious and requires that formal action be taken

46.1.5. For the purpose of this clause any reference to a review period shall mean a period of not less than four weeks

46.2. Step 2: First Warning

46.2.1. If the employee's performance or behaviour has failed to improve within any set review period, or if the Executive Officer believes that Step 1 is inappropriate, the employee will be formally warned.

46.2.2. A record will be made of the formal warning. A copy will be given to the worker and another copy placed on their personnel file. A time period will be set, in consultation with the employee, during which the employee's performance or behaviour should improve and a review conducted at the end of that time. If the employee's performance or behaviour has improved, but not to the required standard, the Executive Officer may decide that a further review period is required.

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

46.3 Step 3: Second Warning:

46.3.1 If following the first warning, either through a single session or several, the Executive Officer is satisfied that the employee's performance has not reached the required standard of performance or behaviour, the Executive Officer should set a final review period and issue the employee with a second warning. The second warning should explain to the employee:

46.3.1.1 The problem identified with the employee's performance or behaviour and the standard expected of the employee;

46.3.1.2 The review period set;

46.3.1.3 The remaining steps of the counselling and disciplinary procedures during this Agreement;

46.3.1.4 That should the employee's performance or behaviour not reach the standard expected of the employee, the Executive Officer will instigate action under Step 4 of this disciplinary procedure; and

46.3.1.5 the potential that Steps 4 and 5 of this disciplinary procedure may be instigated, leading possibly to dismissal, salary reduction or change in job responsibilities.

46.4 Step 4: Third warning

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

46.4.1.1 Sets out the remainder of the counselling and disciplinary procedure;

46.4.1.2 Sets out a further review period

46.4.1.3 Identifies the problem with the employee's performance or behaviour and the standard expected of them; and

46.4.1.4 Warns the employee that if the problem persists they may be dismissed, transferred or demoted.

46.4.2 A copy of the warning will also be placed on the employee's personnel file and will be destroyed if there is no recurrence of the problem within six months.

46.4.3 The employee will be counselled again as to strategies to improve their behaviour or performance

46.5 Step 5: Final warning

46.5.1 If by the end of the review period the employee's performance or behaviour has not met the required standard, the Executive Officer will again discuss the issue with the employee. If a final warning is given, then it shall be issued in writing and placed on the employee's personnel file. If there is no recurrence of the problem within a further six months, the letters shall be destroyed.

46.5.2 The employee will continue to receive counselling regarding strategies to improve their behaviour or performance.

46.6 Step 6: Dismissal

46.6.1 In the event of the employee's performance or behaviour not meeting the required standard within four weeks from the date of the final warning, the employment may be terminated.

46.6.2 If the matter recurs within six months of the date of the final warning, a further final warning may be given in accordance with 46.5.

47. Termination of employment

47.1. Termination of employment will not be harsh, unfair or unreasonable having regard to all the circumstances

47.2. Except in the case of casual employees and fixed term employees whose period of employment has expired, an employee's employment may be terminated by the employer only through:

47.2.1. summary dismissal

47.2.2. the counselling and disciplinary procedure

47.2.3. redundancy, or

47.2.4. inability to perform the inherent requirements of the job, in accordance with relevant anti-discrimination legislation, and where no other appropriate position is available.

47.3. Notice of termination by employer.

47.3.1. In order to terminate the employment of an employee (subject to the exceptions in clause 48) the employer will give him or her two weeks' notice in writing;

47.3.2. Employees over 45 years of age at the time of the giving of notice who have at least two years continuous service with the employer are entitled to an additional one week's notice (subject to the exceptions in 48).

47.3.3. Payment at the employee's current ordinary rate of pay may be made in lieu of all or part of the period of notice

47.4. Notice of termination by employee:

47.4.1. An employee may terminate their service by giving the employer two weeks notice in writing or by forfeiture of two weeks pay in lieu of notice.

47.4.2. Where the employee gives notice of resignation or retirement the employee shall, during the period of notice, take all reasonable steps to eliminate any accumulated credit hours.

47.4.3. The employer shall, as far as practicable, make reasonable allowance to the employee to use accumulated credit hours.

47.4.4. Compensation for accumulated credit hours outstanding on the last day of service will not be paid, except by agreement of the employer, or where the employer has not provided the opportunity to use accumulated credit hours.

47.5. Time-off during notice period: Where the employer has given notice of termination to an employee the employee is entitled to up to one day's leave per week without loss of pay for the purpose of seeking other employment.

47.6. Certificate of service.

47.6.1. Upon termination for any reason, the employer will provide the employee with a certificate of service showing employee's name, period of employment, position title, salary scale and nature of work.

47.6.2. Upon request from an employee whose employment has been terminated, the employer shall provide to the employee an Employment Separation Certificate in the form required by Centrelink.

48. Summary dismissal

48.1. Nothing in this Agreement limits the power of RLC to summarily dismiss an employee for serious misconduct which may include, fraud, unlawful harassment or discrimination, physical assault and breach of confidentiality, provided that a decision to summarily dismiss an employee shall be made by resolution of a duly constituted meeting of the Board of Executive Officers, and provided that the reasons for dismissal are provided in writing to the employee.

49. Organisational Change

49.1. Introduction of change

49.1.1. Where an employer has made a definite decision to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.

49.1.2. Significant effects include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. "Significant effects" do not include changes for which this Agreement makes provision.

49.2. Employer's duty to discuss change

49.2.1. The employer shall discuss with the employees affected and the union, inter alia, the introduction of the changes referred to in clause 49.1.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.

49.2.2. The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 49.1.1.

49.2.3. The employer shall ensure that all staff are consulted, including those on leave.

49.2.4. For the purpose of such discussion, the employer shall provide to the employees concerned and the union all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that the employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

50. Redundancy

50.1. Scope of this clause

50.1.1. This clause applies only to redundancy, that is, termination of employment arising from a decision by the employer that it no longer wishes the job of an employee to be done by anyone (e.g. due to organisational change, discontinuation or reduction of funding).

50.1.2. This clause does not apply to casual employees, fixed term employees, or employees whose conduct justifies dismissal.

50.2. Consultation before redundancy:

50.2.1. The requirements in clause 49 for the employer to notify and discuss changes apply to redundancy.

50.2.2. Before implementing any compulsory redundancies under this clause the employer will consult with the employees and explore measures to minimise redundancies, including

50.2.2.1. Employees volunteering to reduce their hours of work

50.2.2.2. Employees volunteering to convert from full time to jobshare

50.2.2.3. Employees volunteering to take leave without pay

50.2.2.4. Employees taking accrued leave entitlements including annual leave and long service leave

50.2.2.5. Instigating a process of expressions of interest in which a suitable number of volunteers may be found

50.2.2.6. Redeployment to another position where there is a reasonable skill and location match

50.3. Transfer to lower paid duties:

50.3.1. If an employee whose position has become redundant accepts a transfer to lower paid duties rather than take redundancy, they shall be entitled to four weeks notice of transfer or payment in lieu thereof

50.3.2. If after a trial period of not more than three months the employee decides to terminate their employment, they shall be entitled to the severance pay applicable to the position which was made redundant.

50.4. Where within 12 months of the date of termination for redundancy the grant or funding reduced or terminated is increased or restored, and the employer wishes to engage a person to perform the same or similar work to that previously performed by the employee, the employer shall, where possible, re-employ that ex employee

51. Severance pay

51.1. In addition to the period of notice prescribed for ordinary termination, a redundant employee is entitled to severance pay as outlined below

Employees under 45 years of age:

Less than 1 year	nil
1 year and less than 2 years	4 wks
2 years and less than 3 years	7 wks
3 years and less than 4 years	10 wks
4 years and less than 5 years	12 wks
5 years and less than 6 years	14 wks
6 years and over	16 wks

Employees 45 years and over

Less than 1 year	nil
1 year and less than 2 years	5 wks
2 years and less than 3 years	8.75 wks
3 years and less than 4 years	12.5 wks
4 years and less than 5 years	15 wks
5 years and less than 6 years	17.5 wks
6 years and over	20 wks

PART 8 MISCELLANEOUS PROVISIONS

52. Child care

52.1. An employee responsible for the care of a child will, in unavoidable circumstances, be entitled to bring the child to work, where this does not conflict with the performance of his or her duties, or disrupt the work of other employees.

53. Occupational Health and Safety

53.1. The employer recognises the importance of observing its obligations under Occupational Health and Safety legislation. The employer recognises the contribution of the employees in determining how best to minimise Occupational Health and Safety incidences in the workplace. The employer will make appropriate arrangements for safe transport of staff to and from the workplace.

54. Opportunities for debriefing

54.1. The employer will include in its Occupational Health and Safety policy a provision for employees to have appropriate opportunities for debriefing or counselling.

55. Employee's indemnity

55.1. The employer shall be responsible in accordance with the Employees' Liability Act 1991 to indemnify employees against any civil liability arising out of the performance of work by the employee.

56. Posting of Agreement and Union notices

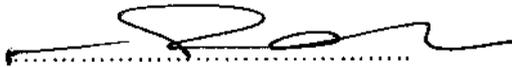
56.1. A copy of this Agreement shall be kept at each workplace, where it is available to all employees

56.2. An accessible space for Union notices shall be provided by the employer

57. General Savings

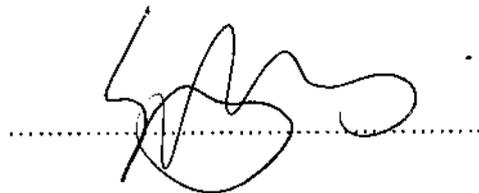
57.1. Nothing in this Agreement shall be deemed or construed to reduce the wages and/or conditions to which any employee may have been entitled prior to the signing of this Agreement

57.2. Nothing in this Agreement shall prevent the employer agreeing to variation of this Agreement to accommodate adjustments at the request of the employee to provide an equal opportunity and non-discriminatory workplace.



for Redfern Legal Centre

Date... 10/12/09



for Australian Services Union

Date... 10/12/09