

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA99/104**

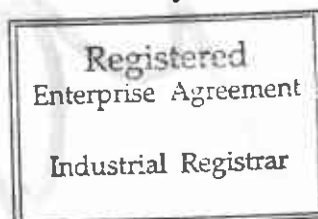
**TITLE: Independent Community Living Association Inc Enterprise Agreement 1998**

**I.R.C. NO: 99/435**

**DATE APPROVED/COMMENCEMENT:** Approved 18 February 1999 and commenced from the beginning of the first full pay period to commence on or after 18 February 1999

**TERM: 1 year**

**NEW AGREEMENT OR VARIATION: New**



**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES: 27**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES: All Residential Rehabilitation Workers employed by the Association**

**PARTIES: Independent Community Living Association Inc -&- Australian Services Union of N.S.W.**

# INDEPENDENT COMMUNITY LIVING ASSOCIATION INC. ENTERPRISE AGREEMENT 1998



## PART 1 - OPERATION OF THE AGREEMENT

### 1. TITLE

This Agreement shall be known as the Independent Community Living Association Inc. Enterprise Agreement 1998.

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*Original*

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### 3. PARTIES TO THE AGREEMENT

This Agreement is made pursuant to Section 31(1) of the New South Wales Industrial Relations Act 1996.

The parties to the Agreement are Independent Community Living Association Inc. ("ICLA") and the Australian Services Union of New South Wales ("ASU").

### 4. SPIRIT OF THE AGREEMENT

- Registered  
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- (a) The parties to this Agreement and the employees of ICLA are committed to fostering improved and more flexible work practices and working conditions for the benefit of employees and the achievement of ICLA's aims and objectives. The Association, the Union, employees and management will work co-operatively to ensure the successful implementation of this Agreement.
- (b) The aims of this Agreement are:
- (i) To encourage a performance-based culture.
  - (ii) To improve employee conditions, including more flexible working hours.
  - (iii) To enhance a workplace culture based on consultation.
  - (iv) To introduce workplace reform.
  - (v) To develop a highly trained and skilled workforce.
  - (vi) To foster a positive culture.
  - (vii) To promote the organisation as a leader and model of excellence.
- (c) Employees commit to:
- (i) ensuring service delivery is focused on residents' needs and maximising the quality of communication with residents.
  - (ii) making effective use of available resources to complete tasks in a timely and appropriate manner.
  - (iii) assisting management by identifying training, or other needs which would improve individual performance.

- (d) ICLA commits to:
- (i) the provision of competency based training and development opportunities to meet the identified need of employees.
  - (ii) assisting employees to develop skills and increase versatility and adaptability.

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## 5. DEFINITIONS

"Residential Rehabilitation Worker" shall mean a person employed by ICLA to undertake assessment, support, training, individual programmes, personal care, household upkeep, organisational responsibilities and other duties as indicated in the person's job description in a residential setting to assist residents in the acquisition of social and independent skills.

"Manager" shall mean an employee of ICLA responsible for the overall administration, management and co-ordination of the organisation.

"Management Committee" shall mean those people elected to hold office and oversee the operation of ICLA.

"Union" shall mean the Australian Services Union of New South Wales.

## 6. INCIDENCE AND DURATION

This Agreement shall regulate the terms and conditions of employment of Residential Rehabilitation Workers engaged by ICLA, and prevails over the provisions of the Social and Community Services Employees (State) Award.

The Agreement shall operate from the date of approval by the Industrial Relations Commission of New South Wales and remain in force for a period of one year unless varied or terminated earlier by the provisions provided by the Industrial Relations Act 1996.

## 7. DURESS

This Agreement was not entered into under duress by any party to it.

## 8. DISPLAY OF AGREEMENT

ICLA shall display a copy of this Agreement in all workplaces, in accordance with Section 361 of the Industrial Relations Act 1996.

## 9. SAVINGS CLAUSE

No employee shall have their salary or conditions of employment altered to their detriment by reason of the coming into operation of this Agreement.

## PART 2 - ENGAGEMENT OF EMPLOYEES

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### 10. CONTRACT OF EMPLOYMENT

- 10.1 At the time of engagement, each employee shall receive a written contract of employment which details the employee's classification and rate of pay pursuant to this Agreement, the regular hours of work and nature of engagement (full time, part time or casual employment).
- 10.2 ICLA may direct an employee to carry out such duties as are within the employee's skill, competence and training. Such duties may include tasks that are supportive to ICLA's goals in residential care.
- 10.3 ICLA shall provide each new employee with a Job Description that outlines duties to be performed at the time of engagement. Existing employees shall receive a Job Description no later than the approval of this Agreement. A Job Description may be varied, but only after consultation between the employer and affected employee(s).

### 11. FULL TIME EMPLOYEES

An employee not specifically engaged on a part time or casual basis shall be a full time employee.

### 12. PART TIME EMPLOYEES

- 12.1 A part time employee shall mean a person who works a specific number of regular days and hours being less than those worked by a full time employee in a four week period.
- 12.2 A part time employee shall be paid an hourly rate equal to one thirty eighth of the appropriate weekly rate.
- 12.3 Other provisions in this Agreement shall apply to a part time employee on a proportional basis.

### 13. CASUAL EMPLOYEES

- 13.1 A casual employee shall mean a person engaged and paid as such.
- 13.2 A casual employee shall be paid an hourly rate equal to one thirty eighth of the appropriate weekly rate, plus an additional loading of fifteen per cent.
- 13.3 A casual employee shall also be paid an amount equal to one twelfth of their ordinary pay for each engagement in lieu of annual leave. A casual employee is not entitled to annual leave or annual leave loading.



#### 14. HOURS OF WORK

##### 14.1 Ordinary Time Hours

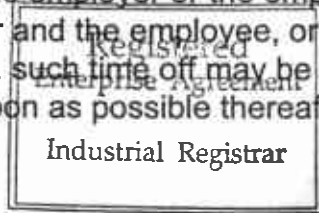
- (a) Hours of work vary according to the type of work undertaken and may include shiftwork. Employees are engaged on a full-time, part-time or casual basis.
- (b) The ordinary hours of work for a full time employee, exclusive of meal breaks, shall be 152 hours in any four (4) week period. Ordinary hours of work occur between 7.00 am and 7.00 pm, Monday to Friday (inclusive), with no less than thirty minutes unpaid for lunch. Daily hours shall be determined by the Manager.
- (c) The above provisions shall apply to part-time staff on a pro-rata basis.
- (d) Travel to and from work is not considered working time. Travel during working hours as part of normal duties shall be classified as hours worked.
- (e) Employees are required to be punctual in commencing work and to observe the permitted tea and lunch breaks. An accurate record of working time shall be maintained.

##### 14.2 Rostered Days Off:

- (a) A full time employee shall work 8 hours per day over a 19 work day 4 week cycle with an additional day accrued as a rostered day off in each 4 weekly cycle;
- (b) There shall be a written roster in which full time employees give at least two weeks notice of rostered days off;
- (c) Except in unforeseen circumstances, in any workplace where more than one employee is employed, rostered days off shall be structured in such a manner that the service will not be closed on any week day on

which the service would normally be open;

- (d) Rostered days off shall be taken in accordance with the roster. However, on the initiative of either the employer or the employee, and by agreement between the employer and the employee, or in exceptional or emergency situations, such time off may be deferred, in which case it shall be taken off as soon as possible thereafter.



#### 14.3 Meal/Rest Breaks

- (a) Staff shall not work more than five hours continuously without a meal.
- (b) Where staff are required to work for a period covering two or more meal breaks, the second meal break and subsequent meal breaks will be paid for by the employer at current New South Wales Public Service rates.
- (c) Staff are entitled to receive a paid break for morning or afternoon tea for up to 15 minutes in any eight (8) hour working period, during which staff are considered to be on duty.

#### 14.4 Flexi-Time

- (a) From time to time the client demands of the job may require an employee to undertake work outside the rostered period, but within the ordinary spread of hours stipulated at Clause 14.1 (b). Hours in addition to the rostered period worked between Monday to Friday shall be compensated by a Flexi-Time system.
- (b) The following shall apply to Flexi-Time:

(i) Record of Time Worked

Flexi-Time shall be worked with the prior approval of the Manager. Employees shall maintain a record of time worked as Flexi-Time, which is to be submitted at the end of every fortnight.

(ii) Time Accumulated

A maximum of 10 hours Flexi-Time can be carried over to the next two week period. Employees shall inform the Manager of their current Flexi-Time accrual at the end of each two (2) week period.

No more than 2 hours Flexi-Time shall be accrued per week without approval of the Manager.

(iii) Time-Off

All absences within standard hours shall be approved by the Manager. Time off shall be designated by the Manager in consultation with the employee when 8 hours or more are accrued.



(iv) Notwithstanding the provisions above, if accumulated Flexi-Time has not been taken within two pay periods, payment shall be made in the next pay period. Alternatively, by mutual agreement the employee may take the time off in conjunction with annual leave. In such circumstances the Flexi-Time shall not attract annual leave loading.

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#### 14.5 Overtime

- (a) From time to time, an employee may be asked to work overtime. Overtime is defined as any time worked not on an employee's ordinary working days.
- (b) An employee is entitled to payment for any approved overtime worked. Overtime must be approved in advance by the Manager. Overtime shall be paid the following basis:
- (i) time and one half for the first two hours and double time thereafter.
  - (ii) double time for every hour worked on a Sunday
  - (iii) double time and a half for every hour worked on a public holiday
- (c) Where an employee is recalled to work overtime after leaving their place of work, the time taken in travelling to work for the purpose of such recall shall be included in the calculation of overtime entitlements.
- (d) Periods of work (whether ordinary hours or overtime) shall be so arranged that employees have at least ten consecutive hours off duty between successive shifts. Where an employee does not receive at least ten consecutive hours off duty, she or he shall be paid at overtime rates until a ten hour break is received.

#### 14.6 Shiftwork

For the purpose of this Agreement, shiftwork provisions shall not apply. In the event of ICLA instituting a practice of evening and/or night shift work shift allowances as specified under the Social and Community Services Employees (State) Award shall apply.

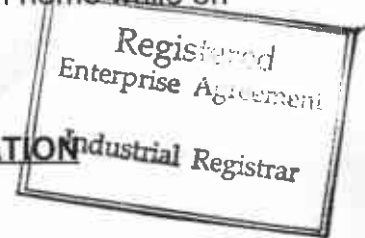
#### 14.7 Excursions

Where an employee is required to supervise clients in excursion activities involving overnight stays away from home, the following provisions shall apply:

- (a) payment at normal rates of pay for time worked between the hours of

7.00 am and 7.00 pm Monday to Sunday up to a maximum of eight hours per day;

- (b) accrual of flexi-time at ordinary rates for hours worked between 7.00 pm and 11 pm, and for hours worked in excess of eight hours per day between 7.00 am and 7.00 pm.
- (c) payment of a sleepover allowance equivalent to three hours payment at ordinary rates for every night spent away from home while on excursions.



**PART 3 - CLASSIFICATION, SALARY AND SUPERANNUATION**

**15. INCREMENTAL PLACEMENT AND PROGRESSION**

15.1 Upon engagement, an employee with a relevant post - secondary qualification shall commence at Level 3 of the Residential Rehabilitation Worker's Rates of Pay scale, and shall proceed from level to level on each anniversary of engagement.

15.2 (a) Upon engagement and subject to the provisions of paragraph (b) below, an employee who does not possess a relevant post - secondary qualification shall commence at Level 1 of the Residential Rehabilitation Worker's Rate of Pay scale, and shall proceed from level to level on each anniversary of engagement.

(b) Upon engagement, an employee who does not possess a relevant post - secondary qualification and has previously been engaged in employment relevant to their work with ICLA shall have the previous experience taken into account in determining their commencing salary, in accordance with the following table:

<u>Years of relevant experience</u>	<u>Commencement Level</u>
Less than 1 year	Level 1
1 year and less than 2 years	Level 2
2 years or more	Level 3

(c) (i) An employee who does not possess a relevant post - secondary qualification shall not automatically proceed beyond Level 4 of the Residential Rehabilitation Worker's Rates of Pay scale.

(ii) However, such an employee after twelve months at Level 4 (or any higher level) shall be entitled to seek progression based on demonstrated performance and competence.

(iii) In the first instance, an employee's claim shall be discussed with

the Manager. In the event of the claim being refused, the employee shall be entitled to meet with the Management Committee to argue their case for progression.

- (iv) The granting of an employee's claim for progression shall be at the discretion of ICLA, but shall not be unreasonably withheld.

## 16. RATES OF PAY

The rates of pay are as outlined in the attached schedule.



## 17. PAYMENT OF SALARY

- 17.1 Salaries are paid fortnightly and the pay period ends on alternate Fridays at midnight. Salaries are paid by direct transfer into employees' bank accounts. This occurs by the day the pay period ends.
- 17.2 A pay slip giving details of hours (including overtime) worked, gross salary, all deductions and the net amount payable shall be issued to coincide with each payment.
- 17.3 ICLA automatically makes income tax deductions from salary payments according to information provided by an employee in his or her tax instalment declaration form.
- 17.4 Other deductions made from salary payments include union subscriptions if authorised by the employee.
- 17.5 ICLA shall issue Group Certificates to employees as soon as possible after 30 June each year and on termination of employment.

## 18. REMUNERATION PACKAGING

Where agreed between the employer and an employee, the employer may introduce remuneration packaging in respect of salary and the terms and conditions of such a package shall not, when viewed objectively, be less favourable than the entitlements otherwise available under the Agreement and shall be subject to the following provisions:

- (a) the employer shall ensure that the structure of any agreed package complies with taxation and other relevant laws;
- (b) the employer shall confirm in writing to the employee the classification level and the salary payable to the employee under the Agreement, and advise the employee in writing of his or her right to choose

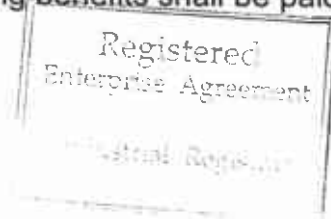
payment of the salary instead of remuneration package;

- (c) should the employee choose a remuneration package all provisions of the Agreement, other than salary, continue to apply;
- (d) the employee shall advise the employer in writing that the agreed cash component is adequate for his or her ongoing living expenses;
- (e) where undue pressure or duress is placed on a party to enter into such a package, it will be open to either party to seek relief in accordance with ICLA's Grievance Procedures;
- (f) the agreement, the terms and conditions of which shall be in writing and signed by both the employer and employee, shall detail the components of the total remuneration package;
- (g) the employee shall be entitled to inspect details of payments and transactions made under the terms of the agreement and for this purpose, where such details are maintained electronically, the employee shall be provided with a printout of the relevant information;
- (h) the configuration of the remuneration package shall remain in force for the period agreed between the employer and the employee;
- (i) the employer shall ensure that the employee does not accrue any benefit beyond June 30 in any financial year and that all benefits to which the employee is entitled to under these arrangements are paid prior to June 30 in any financial year;
- (j) notwithstanding any of the above arrangements, the employee may cancel any salary packaging arrangements by the giving of one months notice to the employer;
- (k) in the event that the employee ceases to be employed the provisions of this Clause cease to apply as at the date of termination and all entitlements due and outstanding benefits shall be paid.

## 19. SUPERANNUATION

### 19.1 Definitions-

- (a) "Employee" means any person employed on a full-time, part-time or casual basis who earn more than \$120 gross per month.
- (b) "Ordinary-time earnings" means remuneration for an employee's weekly number of hours of work, excluding overtime hours.



- (c) "The Fund" shall mean the relevant superannuation fund arranged to cover ICLA's employees.

19.2 ICLA shall contribute to the Fund on behalf of each eligible employee, such superannuation contributions as required to comply with the Superannuation Guarantee (Administration) Act 1992 as amended from time to time:

- (i) 7% on behalf of eligible employee;  
(ii) thereafter:
- |           |    |
|-----------|----|
| 1999/2000 | 7% |
| 2000/2001 | 8% |
| 2001/2002 | 8% |
| 2002/2003 | 9% |



19.3 ICLA shall provide each employee upon commencement of employment, membership forms (of the Fund) and shall forward the completed membership form to the Fund within fourteen (14) days.

- 19.4 (a) An employee may make contributions to the Fund in addition to those made by ICLA.
- (b) An employee who wishes to make additional contributions must authorise ICLA in writing to pay into the Fund, from the employee's salary, a specified amount in accordance with the Fund trust deed and rules.
- (c) ICLA, upon receipt of written authorisation from an employee, must commence making payments into the Fund on behalf of the employee within fourteen (14) days of receipt of the authorisation.
- (d) An employee may vary his or her additional contributions by a written authorisation and ICLA must alter the additional contributions within fourteen (14) days of receipt of the authorisation.
- (e) Additional employee contributions to the Fund under this sub-clause shall be expressed in whole dollars.

#### **PART 4 - ALLOWANCES, EXPENSES AND AMENITIES**

##### **20. MOTOR VEHICLE ALLOWANCE**

- 20.1 From time to time an employee may be required to use his or her own vehicle for ICLA business. This shall only occur with the Manager's approval.
- 20.2 When an employee uses their own vehicle they shall be paid an allowance equal to the rate prescribed by the Social and Community Services

Employees (State) Award. Currently this is 43 cents per kilometre.

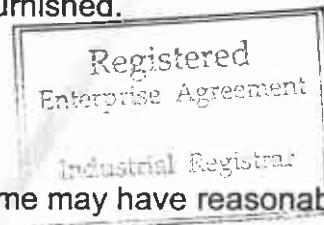
- 20.3 Claims should be forwarded to the Manager towards the beginning of each month. Travel Claims shall be included with the salaries of the employee in the next pay processed.

## 21. TRAVEL EXPENSES

An employee required to travel by means other than his or her own vehicle other than to and from the place of work, shall be reimbursed for all reasonable travelling expenses necessarily incurred. Receipts must be furnished.

## 22. TELEPHONE EXPENSES

An employee who incurs telephone expenses at home may have reasonable costs reimbursed at the Manager's discretion.



## 23. FIRST AID ALLOWANCE

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 ICLA to be available to perform first aid duty at the workplace shall be paid an allowance of \$6.16 per week/\$1.23 per day.

## 24. ON CALL ALLOWANCE

- 24.1 The parties to this Agreement recognise ICLA's need for a viable on call system to meet the needs of residents.

### 24.2 On Call Roster

- (a) ICLA shall seek expressions of interest from all full time and part time employees in being available to be on call outside ordinary hours of work.
- (b) The Manager shall then arrange an on call roster. ICLA shall not be compelled to place an employee on the on call roster as a result of that employee expressing interest in being on the roster.
- (c) In arranging the roster, ICLA shall ensure that in the ordinary course of events, no employee shall be rostered to be on call more than one week in any six week period.
- (d) Notwithstanding the provisions of paragraph (c) above, an employee and the Manager may agree that the employee is rostered to be on call

more frequently.

- (e) An employee who expresses interest in being available to be on call and who is placed on the on call roster shall be committed to being on the roster for the life of this Agreement, except in the event of exceptional circumstances arising.
- (f) In the event of any grievance or dispute regarding roster arrangements, the parties shall follow the Dispute Resolution procedure provided for at Clause 39 of this Agreement.
- (g) Notwithstanding the provisions of this subclause, if less than three employees express interest in being available to be on call, the parties commit to renegotiating arrangements concerning ICLA's on call roster.

#### 24.3 On Call Allowance

An employee rostered to be on call shall be paid an allowance of \$15 for each weeknight on call, and \$30 for each Saturday or Sunday on call.

- 24.4 An employee on call who is recalled to work shall be reimbursed in accordance with Clause 25 Call Backs of this Agreement.

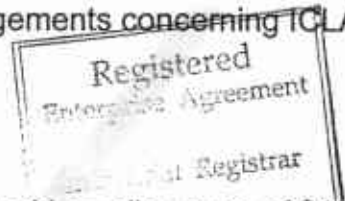
### 25. CALL BACKS

An employee who is recalled to work after leaving the place of employment shall be paid for a minimum of two hours work at the appropriate overtime rate for such time so recalled, provided that the employee shall not be required to work the full two hours if the work such employee is recall to perform is completed in a shorter period. An employee recalled to work shall be reimbursed all reasonable travelling expenses incurred.

### 26. AMENITIES

ICLA shall provide:

- 26.1 reasonable toilet and washing facilities for the use of employees in each workplace;
- 26.2 reasonable heating and cooling appliances for the safe and healthy functioning of the work site;
- 26.3 reasonable facilities for the taking of meals;
- 26.4 a rest area well furnished.



## 27. OCCUPATIONAL HEALTH AND SAFETY

ICLA shall provide a safe workplace and safe systems of work for all employees in accordance with the requirements of the Occupational Health and Safety Act (1983).

### PART 5 - LEAVE

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## 28. ANNUAL LEAVE

28.1 Annual leave shall be granted and paid in accordance with the terms of the Annual Holidays Act, 1944. Under this Act, all employees except casual employees are entitled to a period of paid leave of four normal working weeks after each twelve months of continuous service. Under the Act, the right to annual leave accrues on the anniversary date of each year of employment. However, ICLA employees are entitled to annual leave on a pro-rata basis with the Manager's approval.

### 28.2 Applications

Annual leave may be taken subject to approval by the Manager. Requests for leave should be submitted at least four weeks prior to the commencement date of leave. If there is insufficient leave accrued the Manager may negotiate with the employee an allowable leave period.

## 29. ANNUAL LEAVE LOADING

29.1 A loading of 17.5% of the ordinary weekly rate is payable in addition to the pay for the period of annual leave given and taken and due to an employee.

29.2 Where the period of leave is taken in separate periods, the loading shall apply only to the period taken. The loading shall be paid immediately before the employee takes the leave.

29.3 No loading is payable to an employee who take an annual holiday wholly or partly in advance of their anniversary date, except by agreement between the Manager and employee. Providing that, the loading will be paid on the date that the employee subsequently becomes entitled to the leave.

29.4 The loading is to be calculated on the weekly rate as it exists on the date of entitlement.

29.5 Where the employment of an employee is terminated by ICLA, he or she shall receive any annual leave untaken with the appropriate loading of 17.5%.



### 30. SICK LEAVE

- 30.1 All ICLA employees, excluding casual ~~employees, are entitled to~~ seventy six (76) ordinary working hours paid sick leave each year of service.
- 30.2 An employee who is absent from work due to sickness for more than two days, is required to provide a medical certificate.
- 30.3 An employee who is absent for two days or less, on more than five occasions during each year (dated from their commencement date of service) is required to provide a doctor's certificate for each successive sick leave claim until advised by the Manager.
- 30.4 Sick leave balance available is cumulative and accrues on the anniversary date of each year of employment, up to 5 years. There shall be no payment of portions of sick leave not taken on retirement or termination.
- 30.5 Notification of sickness

An employee shall notify the Manager as soon as possible on the morning that it becomes obvious they will be unfit for normal duties. On return to work, an employee shall complete the 'Application for Leave' form and if a doctor's certificate is required (as stipulated above), the certificate shall accompany the completed form. In the event that the absence is likely to be for an extended period, an employee shall forward a doctor's certificate as early as practicable, while on sick leave.

- 30.6 Casual employees are not entitled to paid sick leave, and a loading has been built into their hourly rate of pay. However, the stipulation in Clause 30.5 regarding notification of sickness should be adhered to by casual employees.

### 31. CARER'S LEAVE

- 31.1 An employee other than those employed as casuals, shall be entitled to use any current or accrued sick leave entitlement for absences to provide care and support to: a spouse or a de facto spouse, a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild, or sibling of the employee, a same sex partner who lives with the employee as a de facto partner of that employee on a bona fide domestic basis, or a relative of the employee who is a member of the same household.
- 31.2 The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and

that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

- 31.3 An employee shall, wherever practicable, give ICLA notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify ICLA by telephone of such absences at the first opportunity on the day of absence.

## 32. LONG SERVICE LEAVE

- 32.1 The provisions of the Long Service Leave Act 1955 (as amended) shall apply, except as provided for at subclause 32.2 of this Agreement

- 32.2 An employee of ICLA is entitled to take one months long service leave after five years service, at a time agreed to by the employee and the Manager.

## 33. PARENTAL LEAVE

- 33.1 The provisions of Part 4 of Chapter 2 of the Industrial Relations Act 1996 shall apply, except as provided for at sub clauses 33.2 to 33.5 of this Agreement.

### 33.2 Eligibility - Maternity Leave

- (a) Maternity leave shall be granted to a full time or part time employee with a minimum of 40 weeks continuous service at ICLA on the following basis:

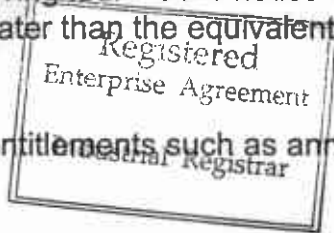
- (i) leave equivalent to 6 weeks on full pay. This leave can be paid as a lump sum or on full pay for 6 weeks or part-pay for 12 weeks.
- (ii) additional leave without pay to bring the total leave to a period of twelve (12) months.
- (iii) the 40 week qualifying period is a once only requirement for paid leave.

- (b) An employee who has been engaged by ICLA for a continuous period of less than 40 weeks shall be entitled to one weeks leave without pay for each week of service. Service shall be counted from the date of notification of employment.

### 33.3 Commencement and Duration - Maternity Leave



- (a) Maternity leave may commence any time within the period of twenty weeks before the expected date of birth.
- (b) An employee must apply for maternity leave in writing, giving not less than four weeks notice of her intention to commence maternity leave. This notice must:
  - (i) confirm her intention to take maternity leave;
  - (ii) specify the period of leave she intends to take
  - (iii) state the date of commencement of the leave
  - (iv) include a medical certificate from a qualified medical practitioner
- (c) An employee may vary the period of maternity leave. She can return to work during any part of that leave and recommence leave at any time, upon agreement with ICLA or upon giving four weeks notice or more, provided that the full leave is not greater than the equivalent of twelve months leave.
- (d) Maternity leave is in addition to any other entitlements such as annual leave, flexi time and long service leave.
- (e) Where practicable and subject to the Manager's agreement, a full time employee may return to work on a part-time basis.
- (f) Maternity leave shall be cancelled when the pregnancy of an employee terminates, other than by the birth of a living child. The employee may apply for special leave.



#### 33.4 Payment - Maternity Leave

- (a) Payment for maternity leave may, if the employee so elects, be made:
  - (i) each fortnight during the period of maternity leave,  
or
  - (ii) at half the employees ordinary rate of pay twice the period of the paid maternity leave entitlement
- (b) Payments will be made into the employee's bank account or directly to the employee in person or by mail.

#### 33.5 Paternity Leave

- (a) One week's paid leave shall be granted to any employee upon the confinement of his/her partner.
- (b) Up to one year's unpaid leave, subject to the same provisions as maternity leave, may be taken by an employee on account of the

birth of a child to his/her partner, or the adoption of a child by that partner.

#### **34. SPECIAL LEAVE**

In the case of domestic or other pressing necessity, an employee shall be entitled to up to five days unpaid leave in each twelve months of service, to be taken at mutually agreed times, provided that any such leave shall not be unreasonably refused by ICLA.

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#### **35. COMPASSIONATE LEAVE**

35.1 An employee, other than those employed as casuals, shall be entitled to two (2) days paid leave on up to 2 occasions during the one year on the death or serious illness or injury of: a spouse or de facto spouse, a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grand-parent, grandchild, or sibling of the employee, a same sex partner who lives with the employee as a de facto partner of that employee on a bona fide domestic basis, or a relative of the employee who is a member of the same household.

35.2 An employee can also access other leave such as sick leave, annual leave or long service leave.

35.3 Where necessary, proof of the death or serious illness or injury may be sought by the Manager.

#### **36. STUDY LEAVE**

Study leave without loss of pay is available for approved courses up to two weeks per annum excluding examination time at the Management Committee's discretion.

#### **37. JURY SERVICE**

37.1 An employee is entitled to leave to attend jury service. Where payment for such services is less than the amount an employee would have received if they had otherwise worked, ICLA will pay the difference for the period of service.

37.2 An employee shall notify the Manager as soon as they have been called for jury duty so alternative arrangements can be made.

## **38. PUBLIC HOLIDAYS**

- 38.1 Employees are entitled to all public holidays without loss of pay.
- 38.2 Part time employees are entitled to public holidays which fall on a day on which they are normally required to work. They will be paid for the number of hours they regularly work on such day.
- 38.3 Employees who are required to work on public holidays shall be paid at double time and a half.
- 38.4 Public Holidays for ICLA employees are as follows:

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day or any holiday proclaimed in lieu thereof, together with any other day proclaimed as a special day and observed as a public holiday and gazetted as such.

## **PART 6 - DISPUTE RESOLUTION, TERMINATION, CONSULTATION, REDUNDANCY**



## **39. DISPUTE RESOLUTION**

- 39.1 In the event of a dispute arising out of disciplinary action or from any grievance or claim for any other reason, the following procedure shall apply:
- (a) The matter shall first be discussed by the aggrieved employee(s) with the immediate supervisor, or the manager, whichever applies.
  - (b) in the event of failure to resolve the dispute before the Manager, the matter may be referred, and the aggrieved employee(s) and/or their representative may confer with the ICLA Management Committee.
  - (c) in the event of failure to resolve the dispute the matter may then be referred to a management representative(s) and an appropriate officer of the Union, who will confer and attempt to reach a settlement.
  - (d) in the event of failure to resolve the dispute by means of amicable agreement between the parties, the parties may refer the matter to a mutually agreeable third party for mediation. The third party referred to herein may include the Industrial Relations Commission of NSW.

- (e) in the event of proceedings before an industrial tribunal, should a settlement not be reached by conciliation, the dispute shall proceed to arbitration in the normal manner and both parties agree to accept the decision of the relevant industrial tribunal, subject to each party's rights under the Industrial Relations Act 1996.

39.2 It is the purpose of this procedure that normal work continue while the above is being followed. No party shall be prejudiced as to final settlement by the continuance of work in accordance with the disputes procedure. Provided that nothing in this subclause shall be taken to limit the employer's right to summarily dismiss any employee for misconduct that justifies instant dismissal.

#### 40. TERMINATION OF EMPLOYMENT

##### 40.1 Termination by the employee

The employment of a full time or part time employee may be terminated by an employee giving two weeks written notice of termination or forfeiting two weeks pay in lieu of notice. ICLA seeks that employees give as much notice as possible of intention to terminate employment so that alternative employment arrangements can be made.

##### 40.2 Termination by the employer

ICLA shall give four weeks written notice of termination to a full time or part time employee, or four weeks pay in lieu of notice.

##### 40.3 Summary Dismissal

ICLA has the right to terminate an employee without notice for misconduct that justifies instant dismissal.

40.4 A certificate of service shall be provided to an employee with more than three months service with ICLA, upon termination of employment, if requested by the employee.

#### 41. WORKPLACE CONSULTATIVE GROUP

##### 41.1 Establishment

ICLA shall establish a Workplace Consultative Group (WCG) as the formal mechanism for consultation and communication between employees and management on matters of policy and procedure. The WCG shall be primarily an advisory Committee, and the ultimate responsibility for decision making rests with the Manager or delegated officer.

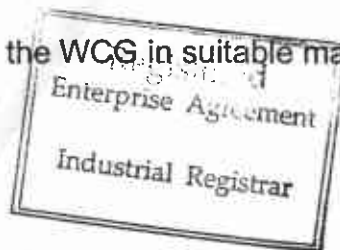


#### 41.2 Purpose

The purpose of the WCG shall be to improve performance and facilitate workplace harmony and workplace planning through more informed decision making.

#### 41.3 Role

- (a) The role of the WCG shall be to consider issues of workplace and work force policy and procedure, with organisation wide significance, referred by employees and management.
- (b) Generally, its role shall be to provide a consultative forum for developing or reviewing policies and procedure. The WCG shall also make recommendations as to policy or procedure to the Manager.
- (c) Delegation of decision-making power to the WCG in suitable matters shall also be an option for the Manager.



#### 41.4 Representation

- (a) The WCG shall consist of two employee representatives and two management representatives.
- (b) The parties agree that it would be desirable for the membership of the WCG to reflect the diversity (particularly in regards to gender and ethnicity) of the organisation.
- (c) Employee representatives shall be members of the Union and shall be elected by all employees who are members of the Union.
- (d) The Manager shall decide management representation.

#### 41.5 Principles of Operation

The WCG shall operate in accordance with the following principles:

- (a) Assist the organisation to meet its corporate objectives by providing strategic direction and support. The WCG may review and recommend operating guidelines to ensure ICLA's functions are integrated and effective.
- (b) Oversee the implementation of this Agreement and consider the need for any variations. The WCG shall be a forum for discussing issues which arise under the Agreement. It shall coordinate the

process of negotiating variations to the Agreement.

- (c) Focus on organisation-wide policies and procedures. The policy or procedures to be considered shall be applicable to the ICLA as a whole or be policies or procedures for a team of the organisation which affect the work of all employees.
- (d) Address matters of concern or interest to employees generally. The WCG shall provide a direct channel for employees to raise concern such as working conditions, contracting out of functions, policy matters or personnel practices. It shall not be a forum to raise individual grievances, which shall be dealt with in accordance with Clause 39 Dispute Resolution of this Agreement.
- (e) Avoid duplicating the discussion of matters appropriately handled by other consultative forums and internal structures.
- (f) Decision-making by consensus. WCG recommendations shall not be decided by votes of the Group, rather by negotiation and discussion with the aim of reaching agreed positions. Where this is not possible, the Manager or delegated person shall be presented with alternatives for consideration.
- (g) Maximise employee participation in consultation and decision making. The WCG shall provide appropriate opportunities for all employees to participate by using sub-committees, focus groups, presentations and seminars in its consideration of matters.
- (h) The WCG may review reports of external consultants or committees at the request of the Manager or a delegate and make recommendations as to the implementation of reports.



#### 41.6 Operation

- (a) The WCG shall decide its own meeting procedure, time and place of meeting and identify requirements for administrative support.
- (b) Meetings of the WCG shall be held regularly and at least every 2 months.
- (c) All employees shall generally have the right to attend as observers.
- (d) The agenda shall be publicised to employees before each meeting.

#### 41.7 Introduction of Change

- (a) Where ICLA has made a decision to introduce major changes that are likely to have significant effect on employees, ICLA shall notify the

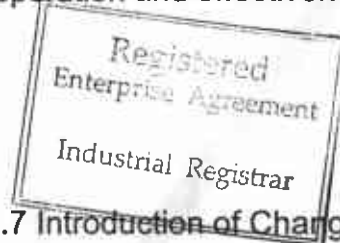


employees who may be affected by the proposed changes and the WCG.

- (b) The WCG shall promptly discuss the introduction of the changes, on request from employees affected. ICLA shall give prompt consideration to matters raised by the WCG and/or the employees.

#### 41.8 Review

The WCG shall review its charter, operation and effectiveness after 12 months of operation.



### 42. REDUNDANCY

- 42.1 The requirements of sub clause 41.7 Introduction of Change, for ICLA to notify and discuss changes, apply to redundancy. Redundancy involves 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.

#### 42.2 Severance Pay

(This sub clause to be finalised by the parties to this Agreement)

#### 42.3 Advice of Future Vacancies

Where, within one year from the date on which a particular employee is made redundant, the employer wishes to engage a person to perform the same or similar work as that previously performed by the employee made redundant, the employer shall take all reasonable steps to notify the employee of the vacancy.

#### 42.4 Time Off During Notice Period

An employee shall be entitled to one day per week off without loss of pay during the period of notice for the purpose of seeking alternative employment.

### 43. TRADE UNION MEMBERSHIP

- 43.1 Employees are entitled to decide whether or not they join the Union.
- 43.2 On being notified in writing by the ASU that an employee has been elected as workplace delegate, ICLA shall recognise the employee as an accredited representative of the Union.

#### **44. UNION RIGHT OF ENTRY**

ICLA acknowledges that it is bound by Section 297 and 298 of the Industrial Relations Act 1996 to allow officers of industrial organisations entry to its premises under the specified conditions.

#### **45. EMPLOYEES' INDEMNITY AGAINST CIVIL LIABILITY**

ICLA will be responsible, in accordance with the Employees' Liability (Indemnification of Employer) Act 1982 to indemnify employees against liability for fault (as defined in that Act) arising out of the performance of work by the employee.



Signed for and on behalf of  
Independent Community Living Association Inc.

*[Signature]*



Date: 3/2/99

*[Signature]*

Witness



Signed for and on behalf of  
Australian Services Union of NSW

*[Signature]*

Secretary

Date: 2/2/99

*[Signature]*

Witness

# SCHEDULE A

## RATES OF PAY RESIDENTIAL REHABILITATION WORKERS

LEVEL	WEEKLY SALARY
RRW 12	693.87
RRW 11	666.58
RRW 10	633.75
RRW 9	605.21
RRW 8	576.67
RRW 7	548.23
RRW 6	535.47
RRW 5	522.72
RRW 4	509.97
RRW 3	486.38
RRW 2	462.79
RRW 1	439.64

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