

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA00/142

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

**I.R.C. NO:** 00/10

**DATE APPROVED/COMMENCEMENT:** 4 February 2000

**TERM:** 24 months

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES:** 30

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all current and future employees engaged by Northern Rivers Community Legal Centre as Solicitors, Legal Educators, Co-ordinators and Para-legals

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



# NORTHERN RIVERS COMMUNITY LEGAL CENTRE Inc. ENTERPRISE AGREEMENT

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## PART I - OPERATION OF THE AGREEMENT

### 1 Title

- (a) This Agreement is to be known as the Northern Rivers Community Legal Centre Enterprise Agreement.

### 2 Parties bound and coverage

- (a) This Agreement binds:
- (i) The Australian Services Union of New South Wales (to be referred to in this Agreement as the "Australian Services Union" or "the Union"); and
  - (ii) Northern Rivers Community Legal Centre and its Management Committee.
- (b) This Agreement applies to all current and future workers employed or engaged by Northern Rivers Community Legal Centre and its Management Committee.

### 3 Variation and Life of Agreement

- (a) This Agreement will operate on and from the date of registration and continue in force for a period of two years.
- (b) This Agreement may be changed by agreement between the parties and upon application to the Commission.

### 4 Access to this Agreement

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

### 5 Purpose, interpretation and definitions

- (a) The Northern Rivers Community Legal Centre is committed to providing free, independent legal assistance to the public, and works towards reform of the law and the legal system.
- (b) This Agreement applies to a Community Legal Centre, which encourages co-operative work practices between workers and between workers and the Management Committee.
- (c) The purpose of this Agreement is to set out the conditions under which workers are employed. Within the spirit of co-operative work practices, the aim of these employment conditions is to facilitate and support workers in carrying out the functions of the Management Committee.
- (d) As a result, this Agreement should not be interpreted restrictively. It has been written in plain English. If the meaning of a clause or condition is unclear the interpretation to be used is the one which best gives effect to the spirit of the clause and to the Agreement.
- (e) There are several references in this Agreement to workers also being entitled to the provisions of Acts of Parliament or government schemes. Wherever there is a conflict between this Agreement and any legislation, enterprise agreement or award or government scheme, whether or not there is specific reference to the latter, the provision most favourable to the Centre's workers will apply.

(f) In this enterprise agreement the following definitions apply:

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

"Commission" means the NSW Industrial Relations Commission.

"Executive" means the group comprised of the Chairperson, Treasurer and Service Nominee and which has powers and authority delegated to it by the Management Committee.

"LAIRS roster" means the roster for the evening Legal Advice Information and Referral Service.

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

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

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

"Staff Meeting" means a meeting of more than half of the staff of each of the Centres services provided all service staff members are advised of the meeting not less than 48 hours before.

"Union" means the Australian Services Union of New South Wales.

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

## PART II - ENGAGEMENT OF WORKERS

### 6 Conditions of employment

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

- (a) the worker's job description and position title;
- (b) the worker's regular or set hours of work, including whether night work is expected;
- (c) the worker's pay rate under this Agreement;
- (d) the worker's employment status (ie permanent, casual, fixed term or under a subsidised employment scheme);
- (e) the worker's entitlement to, and possible liability to reimburse, the payment of a practicing certificate or other professional fee or accreditation under clause 32;

and attaching a copy of this Agreement.

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### Full-time employment

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



## Part-time employment

- (a) A part-time worker is a person employed on a permanent basis,  
 (i) other than as a casual; and  
 (ii) to work a specified number of days and hours that are less than the hours worked by a full-time worker in a fortnight.
- (b) On any one day that the part time worker is on duty, they shall work a minimum of three hours.
- (c) A part time worker may, with the agreement of the Executive, temporarily change their days or hours in a day or total hours of work in a fortnight.
- (d) Unless specifically stated, a part time worker has full entitlements under this Agreement proportionate to their total hours compared to that of a full-time worker.
- (e) Upon returning from parenting leave a worker is entitled to work part time in the same position they held prior to taking parenting leave or, if this is not reasonably practical, in a position of similar duties and status at hours and days agreed with the Management Committee and for an agreed period (see also clause 44).
- (f) A full time worker may negotiate with the Management Committee to convert their position to part time, either permanently or for an agreed temporary period.
- (g) A worker who has converted from full time employment to part time employment for an agreed temporary period, either following parenting leave or otherwise, is entitled to revert to full time hours before the end of the agreed period provided they have given the Management Committee a suitable period of notice.

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

## 9 Permanent Employment

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

## 10 Casual Employment

- (a) A casual worker is specifically engaged as such, and on any one day that the casual worker is on duty, they shall work a minimum of three hours; in total no more than 755 hours at a time (the equivalent of thirteen weeks full time employment).
- (b) A casual worker will be informed in writing upon engagement that:  
 (i) they are hired by the hour;  
 (ii) subject to being paid a minimum shift of 3 hours, they will be paid for actual time worked;  
 (iii) they are not entitled to payment for public holidays not worked nor payment for paid leave of any type other than Long Service Leave.
- (c) A casual worker will be paid the appropriate hourly rate under this Agreement

plus a loading of 25% for ordinary working hours (this loading includes Annual Leave Provisions).

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

## 11 Fixed term employment

- (a) Subject to subclause (g), a fixed term worker is specifically engaged to work for no more than 52 weeks, either full-time or part-time:
- (i) in a position which is temporary in nature for a specified period of time; or
  - (ii) for the completion of a specified task[s] or project; or
  - (iii) to relieve in a vacant position arising from a worker taking leave in accordance with this Agreement.

- (b) Unless otherwise stated, fixed term workers are entitled to the full benefits of this Agreement on a proportionate basis.

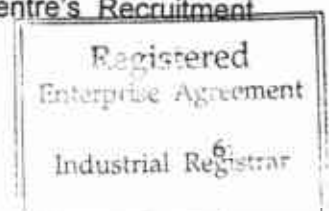
- (c) When offering employment on a fixed term basis to a job applicant, the Management Committee will advise them in writing of the temporary nature of the employment and the duration of employment. The employee will sign a copy of the written advice to be retained by the Management Committee.

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

- (d) If within 3 months of ending fixed term employment with the Centre a worker is subsequently re-employed as a permanent worker, the fixed term employment will count as service under this Agreement for all purposes (except for specific leave entitlements if any periods of that leave were taken or paid out under the fixed term employment).
- (e) The employment of a fixed term worker may be extended once only, and only up to a total employment of 18 months. Any additional extension will only be with the written agreement of the Union.
- (f) A worker whose fixed term employment extends beyond 18 months without the agreement of the Union will be deemed to be a permanent worker. This subclause applies only to workers whose employment commenced within the 12 months before this Agreement or afterwards.
- (g) The Management Committee may under subclause (a), with the prior written agreement of the Union, appoint a fixed term worker for a period greater than 52 weeks.
- (h) For the purposes of the recruitment guidelines, a "temporary worker" as defined in that policy will be appointed under this clause as a fixed term worker.

## 12 Recruitment guidelines

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



### 13 Subsidised Employment Schemes

Workers employed by the Management Committee under a government-sponsored employment scheme, such as Jobskills or Jobstart, will be employed in accordance with the requirements of the particular scheme.

### 14 Job Descriptions

- (a) A worker's job description, as provided to them by the Management Committee under clause 6, will not be altered except by agreement between the Management Committee and the worker, subject to the Management Committee's powers under clause 55 relating to "Redundancy and the Introduction of Change".
- (b) Individual job descriptions will be reviewed annually according to the Staff Development policy and procedures.

### 15 Confidentiality

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

## PART III - HOURS OF WORK

### 16 Hours of Work

- (a) For the purposes of this Agreement the ordinary full time working hours is 70 hours per fortnight based on a 35 hour week, Monday to Friday.
- (b) The standard hours for start and finish of work will be set out in a worker's letter of appointment.

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

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

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

- (c) Core hours will be 10am to 3pm and the worker will normally work these hours unless otherwise agreed between the worker and the Management Committee.
- (d) When a worker travels from home to a different work location, any time additional to the time a worker normally travels to reach work will be considered work time.
- (e) No worker will be required to work in excess of 4 hours without a meal break.
- (f) Meal breaks are unpaid, from 30 minutes up to 2 hours, generally between 12 noon and 2pm at times convenient to the needs of the worker and the Centre.
- (g) Workers may take morning and afternoon tea breaks of 10 minutes on paid time.



## 17 Call back

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

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

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

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

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

- (a) Any hours worked overtime or above a worker's fortnightly hours under the Centre's flex time system, will be recompensed through the time in lieu system (see below) and by leave during the Christmas closure (cl. 41), except casuals who will receive additional payment at the rate of single time plus loading.

This clause applies to full time and part time workers.

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

- (c) Overtime means work performed at the direction of the Management Committee or the Executive or with the Management Committee's prior approval
- (i) outside the hours of 7am to 7pm Monday to Friday;
  - (ii) on days on which the worker is not scheduled to work; or
  - (iii) during meal breaks;
- and workers are entitled to take time off duty in lieu of payment of those hours worked overtime at the rate of:
- (i) one and a half hours off for each hour worked on a weekday (except for scheduled Management Committee meetings and LAIRS which will be taken as ordinary hours); or
  - (ii) two hours off for each hour worked on a weekend or public holiday, with a minimum of 3 hours off; or
  - (iii) one planning day per year which will be taken as one and a half hours for each hour.

- (d) Workers will be entitled to accumulate time in lieu credits under subclauses (b) and (c) from one pay period to the next, provided that by the end of a pay fortnight the credits do not exceed 21 hours per week. In the event of special circumstances the prior approval of the Treasurer is to be sought to exceed the 21 hours accumulation [see (e)].

Any credits accumulated in excess of the maximum, without prior approval of the Management Committee, or by decision at staff meeting, are unauthorised and cannot be paid out or credited as time in lieu.

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The Management Committee may direct a worker to be absent on time in lieu, up to the maximum of their total current credits, where the Management Committee believes there has been a pattern of working excessive hours.

- (e) Workers may anticipate the accumulation of credits by being absent on time in lieu, provided that by the end of a pay fortnight the worker does not have a debit of more than 21 hours time in lieu except with prior approval of the Treasurer up to a maximum of 28 hours..
- (f) Absences on time-in-lieu may be for a full or part day and will normally be arranged through staff meetings. Absences will be at times consistent with the needs of a worker's position and of the Centre, and at times suitable to the personal needs of the worker.
- (g) No worker will be entitled to take off more than 21 hours time in lieu in one block without permission of the Management Committee or the Executive.
- (h) A worker is expected to reduce their accumulated time in lieu to zero by the end of their employment, and to assist in this the Management Committee may, in some cases, direct a worker to be absent on time in lieu. Any debit at the end of employment will be deducted from salary and credit will be paid out.

## 19 Evening Advice Roster

- (a) The Centre operates an evening advice service to the public. Staff may be rostered to attend the evening service.
- (b) In offering employment to a worker the Management Committee will advise whether evening work is required and confirm this in the letter of appointment.

## 20 Home based work

- (a) With the prior agreement of the Management Committee or Executive a worker may for an agreed period perform part of their duties at home.
- (b) An agreement for a worker to perform duties at home must set out:
  - the days and hours of work, and the range of duties, to be performed at the Centre's premises and at the home based work site, provided that duties are performed at the Centre's premises at least one day a week;
  - the equipment, materials and facilities to be provided by the Centre and any agreement as to ownership of these;
  - the equipment, materials and facilities to be provided by the worker and any agreement as to the Centre's contribution to the cost of providing or maintaining these;
  - an initial trial period of no more than 3 months;
  - the duration of the arrangement and the date of renewal and further review;
  - the Management Committee's statutory obligations for ensuring the health and safety of the worker while undertaking home based work and the employer's obligation to maintain appropriate and relevant levels of insurance;
  - the worker's ability to terminate the arrangement with suitable notice, to be judged in all the circumstances;
  - the right of the Management Committee, Workcover and other nominated persons or organisations to inspect the worker's home based work site, and limits to that right;
  - the methods of communicating to the worker all decisions or developments within the Centre or other information which is relevant to the worker, and



- within the Centre or other information which is relevant to the worker; and
- any other relevant matter.

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

#### PART IV - CLASSIFICATIONS, TRAINING, WAGES AND SUPERANNUATION

##### 21 Rates of pay

- (a) The minimum rates of pay for workers ( except those workers employed under any Government Subsidised Employment Scheme ) will be as follows:

	YEARLY	WEEKLY	35HR
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##### Social Welfare Worker - Category 2

Year 1	28,341	543.56	15.57
Year 2	29,571	567.15	16.25
Year 3	30,697	588.74	16.86
Year 4	31,927	612.33	17.54
Year 5	33,157	635.93	18.21
Year 6	33,617	644.74	18.42
Year 7	34,744	666.35	19.04

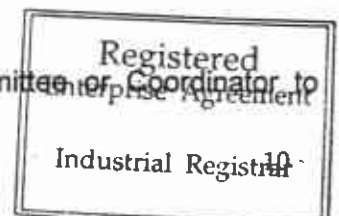
##### Social Welfare Worker - Category 3

Year 1	34,744	666.35	19.04
Year 2	36,369	697.53	19.93
Year 3	38,384	736.17	21.03
Year 4	41,108	788.41	22.53

- (b) The starting salary for a new worker ranges from Year 1 to Year 4 depending on qualifications and experience. The minimum starting salary for a new worker with relevant tertiary qualifications is Category 2 Year 2
- (c) The starting salary for a new worker is dependent on qualifications for the job and relevant voluntary and paid work experience.
- (d) In consultation with staff, the Management Committee will review the above minimum rates in each September. The date of commencement of any salary increase will be from the date of the review or an earlier date as determined by the Management Committee. In conducting annual salary reviews, the Management Committee will take account of :
- The Centre's budgetary position, including any increases in funding since the previous review
  - Union recommended rates of pay
  - any increases in the Consumer Price index
  - any National Wage Case decision
- The Management Committee will, as a priority, apply available resources to pay staff incremental advances under the Union recommended scale.
- (f) Salary rates may increase but not decrease. The amended salary rates are deemed to be the salary rates of this Agreement.

##### 22 Higher duties

A worker who is required by the Management Committee or Coordinator to



classification under this Agreement will be paid, for the period worked, the salary prescribed for that higher position.

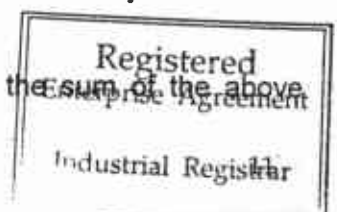
### 23 Payment of wages

- (a) Wages will be paid fortnightly by cheque or other by arrangement made with the Management Committee.
- (b) Wages will be paid in arrears on a Friday for the fortnight ending on the previous Thursday, or by negotiation with the workers.
- (c) The fortnightly rate of salary is equivalent to the annual gross salary divided by 26.07.
- (d) The Centre will deduct from salary income tax required to be paid to the Australian Taxation Office and such other amounts as are authorised in writing by the worker.
- (e) Each worker will receive a pay slip on or before pay day, setting out the gross and net salary, allowances paid, tax and other amounts deducted, superannuation payments and the net amount to be paid.
- (f) Upon ending employment, wages due to a worker will be paid on the last day of work or, by arrangement with the worker, forwarded by post.

### 24 Wage package

- (a) The Management Committee offers its workers the option of a "wage package". This means sacrificing a specified amount of gross salary in return for the payment by the Management Committee of an equal amount of money to a nominated utility, loan or recurrent liability of the worker.
- (b) The wage package increases the overall financial benefit the worker receives from the Management Committee by reducing annual gross income, and thus tax liability, and redirecting the deducted gross income, paid monthly and without attracting a tax liability, towards reducing a debt or liability the worker has.
- (c) Without being limiting, examples of payments the Centre can make under this arrangement include the repayment of a personal or home loan, electricity or other utility bills or rent. The payment must not be made to the worker personally or to a dependent, nor to a bank or other account which the worker may access and draw upon.
- (d) A worker choosing to take up the option of a wage package may choose after 12 months whether or not to continue it, subject to agreement with the Management Committee.
- (e) The wage package is available to all permanent workers, and to fixed term workers appointed for an initial period of at least 6 months.
- (f) Under the wage package arrangement the bookkeeper will draw fortnightly or monthly cheques made out to a nominated recipient and it will be the Centre's responsibility to forward the cheque to that recipient.
- (g) The calculation and payment of all leave entitlements and employer superannuation contributions will reflect the annual gross salary the worker would receive if their wages were not packaged.

The taxable annual salary of the worker will represent the sum of the above



payments for annual leave and Christmas shutdown plus all other fortnightly payments at the reduced wage package gross salary.

- (h) In responding to third parties that the worker has authorised to confirm the worker's salary, for example, loan creditors in advance of finalising a loan, the Management Committee or Coordinator will refer to the annual gross salary the worker would receive if their wages were not packaged.
- (i) The amount of gross salary to be subject to the wage package arrangements will be set by the Management Committee in consultation with workers and the Union.
- (j) This clause is subject to the capacity of the Management Committee to offer a wage package consistent with Australian tax laws, Where these laws are amended, after the date of this Agreement, this clause may be correspondingly amended by the Management Committee following consultation with the Union.

## 25 Staff Support and Development System

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

## 26 Staff training and development

- (a) The Management Committee is committed to ensuring that workers maintain and develop their skills and knowledge, particularly through access to training. The Management Committee regards training and staff development as being inherent in a worker's employment.
- (b) The Management Committee will encourage workers to undertake training, and the staff support and development system will be one method of identifying training needs. Training may be to enhance a worker's skills or knowledge in relation to their current position but may also be to assist them in their career development.
- (c) In general, and subject to prior approval, attendance at training courses, workshops and conferences will be on paid time. Attendance at tertiary education courses is addressed by clauses 48.
- (d) A worker may temporarily transfer to other duties to gain experience or undertake on-the-job training as part of an agreed staff development strategy.

## 27 Superannuation

- (a) Calculated from the date of appointment the Centre will contribute in respect of a worker, the prescribed amount of gross salary to the Health Employees Superannuation Trust of Australia (HESTA).
- (b) The Centre will increase contributions in line with any changes in the Commonwealth Superannuation Guarantee Scheme.

## PART V - ALLOWANCES AND AMENITIES

### 28 Travelling, meal, motor vehicle and other allowances

- (a) A worker will be required by the Management Committee to use their own vehicle for work only if the vehicle is comprehensively insured and the worker provides proof of this insurance. For such use the worker is entitled to a per Enterprise Agreement

kilometre allowance at the rate set out in the Australian Tax Office Schedules relevant to government employees.

- (b) If a worker is required by the Management Committee to use their own vehicle for work and has an accident the Management Committee will cover the cost of any basic excess.
- (c) The Centre will reimburse all reasonable expenses, including telephone calls and travel expenses, incurred by a worker in the course of carrying out their work, provided that proof of expenses is provided.
- (d) The Centre will meet the cost of a taxi or other secure transport from work to home where a worker is required to finish work after 7pm and the worker's usual means of transport is not a safe alternative.

A worker required to stay away from home overnight due to work commitments will be entitled to meal and accommodation allowances at the rates set out in the Australian Tax Office Schedules relevant to government employees (except where accommodation and/or food has been paid by the Centre, eg as part of conference registration costs).

- (e) A worker required by the Management Committee to work overtime beyond 7pm or for more than 4 hours on a weekend will be entitled to a meal allowance at the rate set in Table 1.
- (f) The value of the allowances set out in Table 1 will be reviewed by the Centre annually as part of the salary review under clause 21.

## 29 Amenities

The Management Committee will provide workers with:

- (a) reasonable toilet and washing facilities;
- (b) adequate and appropriate facilities for tea and meal breaks, including a microwave and fresh coffee maker;
- (c) reasonable heating and cooling appliances to ensure the working environment is healthy and safe; and
- (d) adequate and appropriate accommodation to enable workers to perform their duties.

## 30 Access to the workplace for childcare

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

## 31 Occupational Health and Safety

- (a) The Management Committee will take all reasonable action to ensure the health and safety of workers and implement appropriate health and safety policies and practices.
- (b) The Centre will maintain a first aid kit to the standard recommended by the St John's Ambulance Society.

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- (c) The Management Committee will not permit smoking on its premises.
- (d) When the Centre's workers are unable to work because a hazard within the working environment presents a real, or reasonably perceived, immediate risk of injury or detriment to their health, and no alternative work arrangement can be made, the resulting absence from work will be on paid time.
- (e) Workers will not use a keyboard for a continuous period longer than 60 minutes without taking a 10 minute break.
- (f) A female worker will not be directed by the Management Committee to carry out work which may endanger her pregnancy.

### 32 Practicing Certificates and Professional Accreditation

- (a) The Centre will meet the cost of any practicing certificate or other professional fees or accreditation a permanent worker requires to fulfil the duties of their position.
- (b) Should a worker terminate their employment within 3 months of the Centre paying the cost of their certificate, fees or other accreditation then the Centre and the worker will negotiate about the possibility of the Centre being reimbursed for these expenses.
- (c) Where it is relevant to the worker's position, the entitlement to payment under this clause, including possible liability to reimbursement, will be set out in the worker's letter of appointment.

### 33 Vicarious liability

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

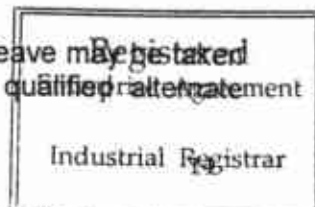
## PART VI - LEAVE

### 34 Miscellaneous matters

- (a) Unless it is stated to the contrary, all leave counts as service and does not break continuity of service.
- (b) Unless it is stated to the contrary, in exceptional circumstances and where it is fair and equitable to do so, the Management Committee may grant a worker additional periods of any leave under this Agreement.
- (c) Unless specifically stated, a part time worker has full leave entitlements under this Agreement proportionate to their total hours compared to that of a full-time worker.

### 35 Sick leave

- (a) A worker is entitled to 10 days (70 hours equivalent) paid sick leave in each year of service, with any unused credit being carried over to accumulate with following years' credits up to a limit of 50 days (350 hours). Any unused credit at the end of employment will not be paid out, subject to clause 55 dealing with invalidity.
- (b) Not more than 3 consecutive days in any one period of sick leave may be taken without producing a medical certificate (from a GP or a qualified alternate



therapist) or statutory declaration from the worker.

- (c) A worker should make all reasonable efforts to give the coordinator early notice of their absence from work.
- (d) Where a worker would have been entitled to sick leave but for being absent on time in lieu, sick leave will be paid for the relevant period and the equivalent period of time in lieu will be recredited.
- (e) Where a worker is receiving workers compensation payments for an injury not related to the employment with the Centre, and the payments are less than the worker's ordinary weekly earnings, the worker may elect to be paid the difference from their sick leave credits.

### 36 Carers leave

- (a) A full-time worker is entitled to 5 days (35 hours) paid carers leave in each year of service, with any unused credit accumulating to a maximum of 20 days (140 hours).
- (b) Carers leave may be used when a worker needs to attend to or care for a person with whom the worker has a bona fide domestic or familial relationship or other significant bond.
- (c) Not more than 3 days in any one period of carers leave may be taken without producing a medical certificate (or one from an alternative therapist) for the person in their care.
- (d) A worker should make all reasonable efforts to give the Management Committee early notice of their absence from work.
- (e) Where a worker has exhausted their carers leave credits the Management Committee has the discretion to advance the worker's carers leave credits from the coming year, and/or the worker may have access to their sick leave credits for the purposes of caring for someone in accordance with subclause 36(b).
- (f) Where a worker would have been entitled to carers leave but for being absent on time in lieu, carers leave will be paid for the relevant period and the equivalent period of time in lieu will be recredited.
- (g) A worker may elect, with the consent of the Management Committee, to take up to 12 month's unpaid carer's leave upon production of a medical certificate for the person in their care.

### 37 Additional leave relating to chronic or serious illnesses

- (a) - A worker who has a serious or chronic illness or condition, or a worker caring for someone with a serious or chronic illness or condition, is entitled to a further 5 days (thirty-five hours) paid leave each year if all sick leave and carers leave has been used.
- (b) This leave is not cumulative from year to year and to be eligible for this leave the worker must have produced, at the time of the leave or previously, a doctors certificate relating to the chronic or serious illness or condition.

### 38 Workers compensation make-up pay

- (a) Where a worker is entitled to workers compensation payments for an injury arising out of the workers' employment with the Management Committee, and





those payments are less than the worker's ordinary weekly earnings, the Management Committee will make up the difference by additional payments to the worker.

- (b) The worker may elect to use their sick leave credits to make up the shortfall in workers compensation payments if and when payments by the Management Committee under this clause have ceased.
- (c) Payments under subclause (a) will continue for a total number of weeks, over one or more separate periods in respect of the one injury, for a maximum of 26 weeks.
- (d) The liability of the Management Committee to make payments under this clause is limited to a period of incapacity which occurs after this agreement and where that incapacity relates to an injury received within 6 months prior to the date of this Agreement.

### 39 Recreation leave

- (a) A worker is entitled to 4 weeks recreation leave in each year of service, with any unused credit being carried over to accumulate with following years' credits. Leave will accumulate at the rate of one third of a week per month.
- (b) A worker may take recreation leave on a pro-rata basis after 6 week's work.
- (c) A worker planning recreation leave will consult other workers through staff meetings about a period of leave that is consistent with the needs of the worker's position and of the Centre, and that is suitable to the personal needs of the worker. The worker must formally seek approval from the staff meeting for leave.
- (d) Any public holiday during a worker's recreation leave will be counted and paid as such, and not as recreation leave, if the worker would otherwise have been entitled to that public holiday.
- (e) Recreation leave should not be accumulated beyond a maximum of 8 weeks, and the Management Committee or staff meeting will consult a worker about a suitable time to take leave in advance of the worker exceeding the maximum. A worker will not forfeit any leave above 8 weeks, but the Management Committee may direct a worker to take leave so as to keep it below the maximum.
- (f) Except at the end of a worker's employment, recreation leave will not be paid unless the worker takes the corresponding period of absence from work.
- (g) When a worker finishes employment they will be paid all accrued recreation leave plus leave loading.
- (h) The rate of pay for recreation leave is the ordinary rate of salary plus a leave-loading bonus of 17.5% of the gross salary for the period of leave. However, where the Management Committee has allowed a worker to anticipate future leave credits, leave loading will not be paid on that portion of recreation leave until the date the leave credit would otherwise have accrued.
- (i) Where a worker would have been entitled to sick leave or carers leave but for being on recreation leave, sick leave or carers leave will be paid for the relevant period and the equivalent period of recreation leave will be recredited.
- (j) The Management Committee may in appropriate circumstances allow a worker to anticipate future leave credits.

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

#### 40 Public holidays

- (a) Workers will be entitled to paid leave for a day duly proclaimed by the NSW Government and / or Lismore City Council as being a public holiday, provided the worker is otherwise due to work on that day.

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

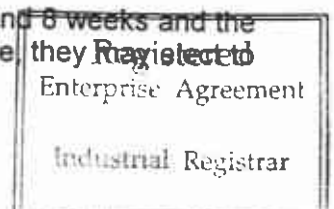
- (b) By agreement at a staff meeting another day may be substituted for any public holiday, particularly where the holiday has a religious or cultural significance which is not relevant to that worker's own beliefs.
- (c) Indigenous Australian workers are entitled to NAIDOC Day as an additional public holiday.
- (d) Overtime will not be performed on a public holiday except with the agreement of the worker and not at the direction of the Management Committee.

#### 41 Leave during Christmas closure

- (a) The Centre closes over the Christmas period for a period of 10 working days plus the public holidays of Christmas Day, Boxing Day and New Years Day. Workers will receive their ordinary weekly pay for this time.
- (b) This period of leave is in part consideration of work performed as overtime.
- (c) This leave is not recreation leave and cannot be deferred to another date nor have the period increased for individual workers under clause 28.
- (d) A fixed term worker employed at the time of the Christmas closure will receive their ordinary weekly pay for this time. However, when a fixed term worker ends employment prior to the Christmas closure they will be entitled to a pro rata payment of the 10 days Christmas closure based on:
- (i) if they were employed solely in that calendar year for a total of at least 3 months, pro rata on full period of service;
  - (ii) if they were employed for more than 12 months, pro rata for the period of service in excess of 12 months;
  - (iii) if they were employed for 12 months or less and received payment for the previous year's Christmas closure, no payment will be made.

#### 42 Leave without pay

- (a) The Management Committee in consultation with staff, may grant a worker leave without pay for any purpose.
- (b) Leave without pay in a block of more than 5 days does not break continuity of service but does not count as service for the purposes of calculating increments or any entitlements to leave under this Agreement.
- (c) Where leave without pay has been approved for between 4 and 8 weeks and the worker gives notice at least 6 months in advance of that leave, they may elect to defer their salary under subclause (d).



- (d) A worker may elect to have their anticipated gross salary over the next 52 weeks, less the salary which will be forgone during the period of leave without pay, to be averaged and paid in 26 fortnightly instalments over the next 52 weeks.
- (e) The effect of subclause (d) is to defer the payment of part of a worker's weekly salary to the time of the leave without pay, thus allowing the worker to draw an income during that period of absence.
- (f) If the worker leaves before the 52 weeks has finished, the resulting over- or underpayment to the worker will become a debt, which may be reconciled in the worker's severance pay.

#### 43 Long service leave

- (a) Workers are entitled to and accrue paid long service leave in accordance with the Long Service Leave Act 1955 (NSW), except workers may take paid leave after 5 years continuous service on the basis of:
  - (i) 6 weeks leave at 5 years service;
  - (ii) for between 5 and 10 years service: pro rata up to 3 months.
  - (iii) over 10 years service: pro rata of six weeks for every 5 years of service.

Accrued long service leave credits will be paid out on termination of employment, including resignation or retirement, after 5 years service, except where termination was by summary dismissal under clause 54.

However, where any time after 12 months service a worker resigns due to ill-health, supported by appropriate medical evidence, or terminated on the grounds of invalidity under clause 55, accrued long service leave credits will be paid out.

#### 44 Parenting leave

- (a) After 12 months service a worker is entitled to 52 weeks parenting leave, in one or two unbroken periods, provided the worker presents documentary evidence of the expected date of the birth or adoption or commencement of residential care of their child.
- (b) Parenting leave may be taken, in the case of a pregnant worker, from within 6 weeks of the expected date of birth of the child or, in the case of adoption, from one week prior to taking custody of the child in anticipation of adoption, and in any other case from the date of birth or adoption or commencement of residential care.
- (c) Maternity leave

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

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

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

her parenting leave and of the intended duration of the leave.

(d) Adoption leave

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

In this clause a child refers to a person under the age of 16 years who has not previously lived continuously with the worker for at least 6 months or who is not a step-child of the worker or their partner.

As promptly as possible following the worker receiving the relevant government approval to adopt, the worker will advise the Management Committee of this approval. Either at the same time or as soon as is reasonable having regard to the circumstances of the adoption, the worker will advise the Management Committee of the intended period of parenting leave to be taken. This leave must be negotiated with the Centre.

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

(e) Leave for partners

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

- (i) is employed and entitled to 3 weeks or less paid parenting/maternity leave; and
- (ii) is returning to work within 6 weeks of the child being born.

(f) Miscellaneous provisions

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

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

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

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

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

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

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

- (i) work part time in the same position they held prior to their parenting leave or, if this is not reasonably practicable, in another position of equivalent status.

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position of similar duties and status, at hours and days agreed with the Management Committee, in consultation with staff, and for an agreed period; or

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

(m) Absence on unpaid parental leave does not break continuity of service but does not count as service for the purposes of calculating increments or any entitlements to leave under this Agreement. The conversion of full pay leave to half pay over double the period under subclause (h) is to be regarded, for the purpose of calculating periods of service, as being the period of full pay leave.

#### 45 Bereavement leave

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

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

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

#### 46 Special leave

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

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

#### 47 Cultural Leave

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

#### 48 Jury service leave

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

(b) The maximum payment (as opposed to the maximum period of leave) for jury service leave in a year is the equivalent of one week of the worker's salary.

#### 49 Study leave

(a) A worker is entitled to three hours paid leave per week to attend courses approved by the Management Committee, or three hours unpaid leave per week to attend courses which are not approved by the Management Committee.

- (b) Study leave may be granted as a block of no more than 5 days to be taken prior to exams, for attendance at residentials or other forms of assessment.
- (c) A worker is entitled to paid leave to attend exams in courses approved by the Centre, or to unpaid leave to attend exams in courses which are not approved by the Centre.

**50 Trade union training leave**

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

**51 Flood leave**

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

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

**52 Grievance and dispute settling procedures**

- (a) The Management Committee and its workers recognise that individual and group problems arise from time to time and it's necessary to resolve these problems quickly. The Management Committee and the workers are committed to resolving grievances through open communication and in a manner consistent with cooperative work practices.
- (b) In the interests of a harmonious and productive workplace the Management Committee requires that all workers attend conflict resolution training within the first 12 months of their employment and follow-up training at least every 2 years. All existing workers will attend conflict resolution training within 12 months of this Agreement or follow-up training and will attend follow-up training every two years
- (c) Subject to subclause (d), a grievance includes a complaint or dispute and may relate to:
  - any condition of employment, or any provision of this Agreement, and the way its been applied by the Management Committee;
  - a decision of the Centre/Management Committee which affects a worker or group of workers;
  - the behaviour or conduct of another worker or of a member of the Management Committee;
  - any decision or action taken under the Counselling & Disciplinary Procedure of this Agreement ; or
  - any other matter that affects a worker in their employment;
- (d) A grievance does not include:
  - (i) any decision under Step 5 of subclause 53(f);
  - (ii) a decision to suspend a worker with pay under Step 4 of subclause 53(f); or
  - (iii) any decision under clause 54;
 subject to any statutory rights of appeal or review of those decisions.
- (e) At all stages of the grievance process the Management Committee will ensure that the principles of procedural fairness are observed and employed.
- (f) At all stages of the grievance process the Management Committee will ensure that the privacy of all affected workers is respected and confidentiality observed.

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

(h) Informal process

Where a worker has a grievance which involves the conduct of another worker or workers, or a non-staff member of the Management Committee, it is generally to be expected the worker will discuss the matter with that person, or through staff meetings, before pursuing the formal steps of this grievance procedure.

However, the Management Committee also recognises it's difficult in sensitive cases to expect a worker to confront a co-worker or Management Committee member over their behaviour or conduct. Similarly, having regard to the rights of individuals to privacy, disputes between workers should normally be raised at staff meetings on a consensus basis only.

Where it is appropriate, and agreeable to the people involved, the Coordinator, another staff member, a non-staff member of the Management Committee or an outsider may play a mediatory role.

(i) Formal process

Where a worker (or workers) has a grievance they should pursue the following steps and may have a representative of the Union, a co-worker or another person of their choice assisting them:

*Step 1*

The worker(s) should raise the grievance with the Chairperson of the Management Committee, and the Chairperson or another (non-staff) Executive member will make every attempt to resolve the matter promptly, but at least within 7 days.

*Step 2*

If the matter remains unresolved, the worker(s) should request the Chairperson to refer the grievance to the Management Committee, and the worker(s) should provide details of their grievance in writing, if they haven't already done this.

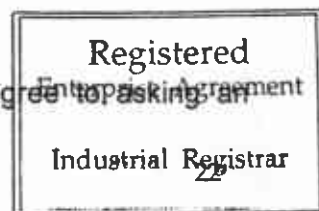
The Chairperson will convene a meeting of the non-staff members of the Management Committee within 10 days. The Management Committee may ask both parties to attend the meeting at separate times to ensure that the parties' case has been understood and that the party has said all that they wish to say.

The Management Committee will attempt to resolve the matter as promptly as possible, in a manner consistent with procedural fairness principles and which allows all viewpoints to be considered. The Committee should attempt to resolve the matter at that meeting, but in any case to give the worker and any other party involved, a response to the grievance within a week of that meeting.

At this meeting, the written record of the grievance will be considered. If the grievance involves the conduct or behaviour of a non-staff member of the Management Committee, that member will be excluded from the meeting but should be consulted over the matter.

(j) *Step 3 Resolution with the assistance of an external mediator*

At any stage of the grievance process the parties may agree to asking an



independent person from outside the Management Committee to play a mediatory role.

If both the aggrieved parties consent, a mediation will be arranged with the mediator nominated in the Articles of Association. The mediation conference will be arranged to suit both parties. If the parties cannot agree to a suitable time, the Chairperson will arrange a time after consultation with both parties and during both parties' work hours where possible. The external mediator will provide a written report for the Management Committee including any recommendations and time lines. The mediator's report will be tabled at the Management Committee meeting. The recommendation and time lines will be accepted, modified or replaced. The Management Committee will nominate a member of the Management Committee to oversee these recommendations and time lines.

#### *Step 4*

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

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

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

### **53 Termination of employment**

- (a) Termination of employment will not be harsh, unfair or unreasonable having regard to all the circumstances, including the personal circumstances of the worker.
- (b) Without limiting the above, except where a distinction, exclusion or preference is based on the inherent requirements of a position, it is deemed harsh, unjust and unreasonable to terminate employment on the grounds of race, colour, sex, marital status, sexual preference, transgender, age, family responsibilities, pregnancy, religion, political opinion, national extraction and social origin.
- (c) A worker's employment may be terminated by the Management Committee only through:
  - summary dismissal as defined by legislation;
  - the counselling and disciplinary procedure;
  - invalidity where there would be "undue financial hardship" for the Centre to continue to employ the worker as defined by the Disability Discrimination Act 1992; or
  - redundancy.
- (d) Subclauses (b) & (c) will not apply in the case of a casual or fixed term worker whose employment ceases when the period they were employed for has ended.
- (e) A worker will give at least 2 weeks notice of resignation or retirement.



- (f) Upon termination of employment for any reason the Management Committee will give the worker a certificate of employment containing the following:
- worker's name
  - period of employment
  - title of position
  - salary scale
  - nature of work, including numbers of staff supervised, if applicable
  - name of employer organisation
  - signature of the Chairperson or Secretary and dated

#### 54 Counselling and disciplinary procedures

This procedure should be used to resolve client complaints about a worker which have been identified through the Centre's "Client Complaints Grievance Procedures" as being a complex and serious complaint which the coordinator believes requires further consideration by the Management Committee.

- (a) Counselling and disciplinary action is aimed at improving the performance of a worker or correcting their behaviour, with a view to maintaining an appropriate standard of service by the Centre. A problem solving approach should be adopted, rather than a punitive one.
- (b) Prior to using these counselling and disciplinary procedures the non-staff members of the Executive must satisfy themselves that there is a problem with a worker's performance or behaviour.
- (c) The Management Committee will ensure that the principles of procedural fairness are observed and employed at all stages of the counselling and disciplinary process.
- (d) Where the non-staff members of the Executive are satisfied that the worker's performance or behaviour is unsatisfactory the process set out in this section will be followed and the worker may have a Union representative, a legal adviser, a co-worker or another person of their choice assist them at all stages.
- (e) The worker may lodge a grievance (under the Grievance & Dispute Settling Process) about any action or decision taken under this section, except as provided in that process.

#### 55 The Counselling and Disciplinary Process

##### *Step 1 Informal counselling*

A non-staff member of the Executive will meet with the worker and identify the area of unsatisfactory performance or behaviour. The worker must have outlined to them the standard of performance or behaviour that is expected of them and be given guidance as to how to meet that standard.

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

Although the Executive may record that the worker was counselled, no record is to be kept of the discussion during the counselling session.

Step 1 may be missed if the issue of a worker's performance or behaviour is

serious and demands formal action to be taken.

### *Step 2 Formal Counselling*

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

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

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

### *Step 3 Written warning*

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

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

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

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

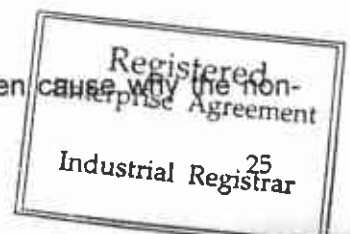
### *Step 4 Final written warning*

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

- (a) their performance or behaviour has failed to reach the required standard and that the Executive is satisfied that good reasons exist to either:
  - (i) dismiss the worker, or
  - (ii) transfer them to another position at the same or lower salary, and/or
  - (iii) reduce their salary and/or current job responsibility.

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

- (b) the worker has fourteen (14) days in which to give written



staff members of the Management Committee should not take the action specified at (b), above.

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

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

*Step 5 Dismissal, transfer or salary reduction*

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

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

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

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

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

(g) *Notice periods*

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

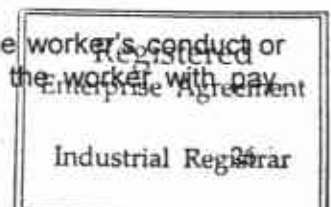
<i>Period of service</i>	<i>Under 45</i>	<i>Over 45</i>
Less than 1 year	2 weeks	2 weeks
1 year and up to 3 years	3 weeks	3 weeks
3 years and up to 5 years	3 weeks	4 weeks
5 years and over	4 weeks	5 weeks

56 **Summary dismissal**

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

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

The Executive may decide, given the circumstances of the worker's conduct or the implications for the Centre's operations, to suspend the worker with pay



the implications for the Centre's operations, to suspend the worker with pay, pending a decision by the non-staff members of the Management Committee.

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

## 57 Invalidity

- (a) The Management Committee may decide to terminate a worker's employment where the worker is permanently unfit for work in their current position or, if given appropriate training, would not be fit to perform alternative, available work within the Centre.
- (b) Subclause (a) applies equally to a worker who is not permanently unfit but is expected to be temporarily unfit for a period of at least 2 years.
- (c) The Management Committee will employ the principles of reasonable adjustment in considering the availability of alternative work for the worker. The Management Committee must also consider its obligations under the Disability Discrimination Act, the Anti-Discrimination Act and the Workers Compensation Act.
- (d) Where the non-staff members of the Management Committee believe it may be appropriate to terminate a worker's employment under this section it will:
- write to the worker advising them of the possibility of their employment being terminated and their associated rights, severance payments and other entitlements;
  - invite within 14 days written or oral submissions by them or a representative of their choice;
  - refer the matter to the non-staff members of the Executive for a decision; and
  - advise the worker that they may lodge a grievance to the Management Committee (as set out in this Agreement) about the final decision or any other matter leading up to it.
- (e) In deciding whether or not to terminate a worker's employment under this section the non-staff members of the Executive or Management Committee must rely on medical evidence and all other relevant circumstances. Any decision by the worker's superannuation fund to make or not make a payment for disability is relevant but not conclusive.
- (f) If a decision is made to terminate employment on the grounds of invalidity the worker will be given 14 days notice of the decision taking effect, advised of the grievance process, and will be entitled to all unused sick leave, as well as unused leave under subclause 37(a), plus the severance payments set out at Table 1.
- (g) Nothing in this section should be taken to make it compulsory for the Management Committee to terminate on the grounds of invalidity.

## 58 Redundancy and the introduction of change

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

The Management Committee will not take any pre-emptive action until consultation with staff and/or the Union have been exhausted.

- (b) Where the Management Committee, decides that a specific worker's:
- employment must be terminated through redundancy;
  - hours of work must be reduced; or
  - classification and/or salary must be reduced,
- the Management Committee will immediately notify in writing the Union and the worker affected. The Management Committee will enter into consultations with the Union and/or worker and demonstrate that there is no reasonable alternative to the proposed action and that other options have been canvassed.
- (c) Prior to giving notice to a specific worker of termination or reduction of hours under subclause (b), the Management Committee will invite expressions of interest from other workers to reduce their hours or to take voluntary redundancy in substitution to the specified worker.
- The Management Committee must seriously consider any such expression of interest from another worker and will not unreasonably refuse the offer where the substitution will not materially affect the Centre's operations, having regard to the skills, experience and re-training opportunities of both workers.
- A worker who volunteers under this subclause is entitled to all the periods of notice, payments under Table 1 and other conditions under this Agreement as if the worker was the subject of the decision under subclause (b).
- (d) A worker is entitled to at least 4 weeks written notice before the Management Committee implements a decision referred to at Subclause (b), or implements a decision to significantly alter a worker's job responsibilities (where that change does not also involve a reduction in salary).
- (e) Fixed term workers who have been employed for at least 12 months at the time of the decision to terminate employment are entitled to the full severance pay and notice period. Fixed term workers of less than 12 months employment are entitled to pro rata notice and severance pay.
- However, the combined period of notice and severance pay to a fixed term worker is to be reduced by the period it exceeds the end of the fixed term worker's contracted employment.
- (f) A worker who was made redundant within the last 12 months will be given preference in employment to any advertised vacancy where they and another applicant are otherwise of equal merit.
- Within 12 months of the redundancy occurring the centre will make every effort to notify that worker of any available position within the Centre which is the same or of similar work.
- (g) A worker may terminate their employment before the end of the 4 week notice period under subclause (d). The worker will still receive the severance pay but will not be paid out the remainder of the notice period.
- (h) The Management Committee may, in respect of a specific termination under this clause, apply to the NSW Industrial Relations Commission to reduce the severance payments at Table 1 on the basis of financial incapacity to pay.

**59 Union membership**

- (a) The Centre supports the role of the Union in representing workers and will encourage all existing and new workers to be members of the Union, and will provide all new workers with a Union membership application.
- (b) The Management Committee will not obstruct legitimate union activity by workers or a Union official, will allow a reasonable time for union activities on paid time, including Union conferences or representative committees, and will not disadvantage or victimise workers involved in legitimate industrial action.
- (c) The Management Committee will not refuse to a worker access to payroll deductions to the Union.
- (d) The Management Committee will not discriminate against or disadvantage a worker, nor reduce or deny them their full employment rights and entitlements, in response to that worker participating in legitimate industrial action or union activity.

**60 General Savings**

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

**Table 1: Redundancy, invalidity and salary maintenance payments**

<i>Period of service</i>	<i>Under 45</i>	<i>over 45</i>
Less than 3 years	5 weeks	6 weeks
3 years and up to 4 years	6 weeks	7 ½ weeks
4 years and over	7 weeks	8 ½ weeks

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

Signed on behalf of the employers:  
by The Applicant  
Darlene Cook, Treasurer of



The Management Committee of  
the Northern Rivers Community Legal Centre. *Charles Cook*

Common Seal of Association



Signed by the Employees  
of the Northern Rivers Community Legal Centre

Angela Pollard *APollard*

Anne Elterman *A Elterman*

Steve Bolt *Steve Bolt*

Catherine Kerr *C Kerr*

Marie Andrews *M Andrews*

Susan Malcolm *S Malcolm*

Deirdre Dowsett *D Dowsett*

Christie Fry *C Fry*

Lois Boswell *L Boswell*

Charlene Davison *Charlene Davison*

Date *13<sup>th</sup> Dec 1999*

