

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/254

**TITLE: Council of Social Service of NSW Enterprise Agreement
2004**

I.R.C. NO: IRC4/4819

DATE APPROVED/COMMENCEMENT: 20 August 2004

TERM: 18

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 1 October 2004

DATE TERMINATED:

NUMBER OF PAGES: 20

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees of the Council of Social Service of NSW, 66, Albion Street Surry Hills NSW 2010, who fall within the coverage of the Social and Community Services Employees (State) Award

PARTIES: Council of Social Service of New South Wales -&- the Australian Services Union of N.S.W.

COUNCIL OF SOCIAL SERVICE OF NSW ENTERPRISE AGREEMENT 2004

1 Title

1.1 This agreement shall be known as the Council of Social Service of NSW Enterprise Agreement 2004.

2. Index (Or Contents)

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3. Scope and Application

3.1 This Agreement is binding upon the Council of Social Service of New South Wales and the Australian Services Union of NSW, and covers all employees of the Council of Social Service of NSW.

4. Date of Operation

- 4.1 This Agreement shall operate from the beginning of the first pay period to commence after the date of approval of this Agreement and shall operate for a period of eighteen months.

5. Relationship to the Parent Award

- 5.1 The Parent Award is the Social and Community Services (SACS) Employees (State) Award.
- 5.2 The terms and conditions of this Agreement shall be read and interpreted in conjunction with all clauses of the above Award. In the event of any inconsistency, this Agreement shall prevail to the extent of the inconsistency.

6. Anti-Discrimination

- 6.1 It is the intention of the parties to this agreement to seek to achieve the objective in sec. 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 6.2 It follows that in fulfilling their obligations under clause 7 (grievance and dispute settling procedures) set out in this agreement, the parties have obligations to take all reasonable steps to ensure that the operations of the provisions of this agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- 6.3 Under the *Anti-discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 6.4 Nothing in this clause is to be taken to affect:
- 6.4.1 Any conduct or act which is specifically exempted from anti-discrimination legislation;
 - 6.4.2 Offering or providing junior rates of pay to persons under 21 years of age;
 - 6.4.3 Any act or practice of a body established to propagate religion which is exempted under sec. 56(d) of the *Anti-discrimination Act 1977*.
 - 6.4.4 A party to this agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction
- 6.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

7. Definitions

- 7.1 "Existing employee" means an employee employed by the employer at the date of signing this Agreement.
- 7.2 "The employer" means the Board of the Council of Social Service of NSW.
- 7.3 "ASU" means the Australian Services Union (NSW Branch).
- 7.4 "SACS Award" means the Social and Community Services (State) Award (NSW).

8. Job Descriptions

- 8.1 The employer will provide job descriptions to employees upon engagement.

- 8.2 A job description will specify the duties to be performed by the employee, the nature of their tenure, the salary rate at which the employee will commence employment or, in the case of existing employees, is currently employed, and the increments, if any, to which the employee will be entitled, and the hours the employee will work and all other remuneration.
- 8.3 A job description will not be varied except by agreement between the employer and employee.
- 8.4 A job description will be reviewed when a position becomes vacant. This review will take place between the supervisor and the employee, with the approval of the Director.
- 8.5 The Union may, at the request of the employee, act on behalf of that employee in negotiations with the employer concerning a job description.

9. Salaries

- 9.1 Salary rates, per hour, are as follows:

	Per Hour
Director	\$42.51
Deputy Director	\$37.08
Finance Manager	\$33.24
Senior Policy Officer	\$30.10
Project Officer	\$30.10
Communications Officer	\$27.72
Policy Support Officer	\$25.06
Project Support Officer	\$25.06
Financial Administration Officer	\$25.06
Librarian	\$21.54
Administrative Officer	\$20.90
Administrative Assistant	\$14.29

- 9.2 Where a person is employed for less than 35 hours per week, the rate of salary shall be paid on a pro-rata basis.
- 9.3 Salary rates will increase in line with increases in the SACS Award, in the following manner:
 - 9.3.1 where all salary rates under the SACS Award increase by a uniform percentage, salary rates under this agreement will increase by the same percentage;
 - 9.3.2 where salary rates under the SACS Award increase by a uniform dollar amount, salary rates under this agreement will increase by the same dollar amount;
 - 9.3.3 where salary rates under the SACS Award increase by a range of dollar amounts that vary according to the grading within the SACS Award classification structure, the salary for each position specified in this agreement will increase by the same dollar amount as the grade in the SACS Award whose base salary prior to the increase was closest to the salary for the relevant position specified in this agreement.

10. Superannuation

- 10.1 The employer shall contribute to a superannuation fund as specified in 3.4 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
- 10.2 Employer to Participate in Fund:
 - 10.2.1 The employer shall be a participating employer in the Fund specified in 3.4.

- 10.2.2 The employer shall provide each employee who is not a member of the Fund with a membership application form upon commencement of employment.
- 10.2.3 Each employee shall be required to complete the membership application and the employer shall forward the completed application to the Fund by the end of the calendar month of commencement of employment.
- 10.3 Additional Employee Superannuation Contributions:
- 10.3.1 An employee may make contributions to the Fund as specified in 11.4 in addition to those made by the employer.
- 10.3.2 An employee who wishes to make additional contributions must authorise the employer in writing to pay into the Fund, from the employee's wages, a specified amount in accordance with the Fund trust deed and rules.
- 10.3.3 Upon receiving written authorisation from the employee, the employer must commence making payments into the Fund on behalf of the employee within 14 days of receipt of the authorisation.
- 10.4 The "Fund" shall mean the Health Employees Superannuation Trust Australia or the Australian Superannuation Savings Employment Trust or any complying Fund.

11. Hours and Flexitime

11.1 Purpose of Clause

The purpose of this clause is to establish the conditions under which flexible working hours will operate within the Council of Social Service of NSW.

11.2 Definition of Flexible Working Hours

For the purpose of this clause, flexible working hours will be defined as a system of attendance whereby individual employees select their starting and finishing time from day to day with the concurrence of the Director.

11.3 Hours of Work

The ordinary hours of work for a full-time employee will be seven (7) per day (exclusive of meal breaks) worked between the hours of 8am and 8pm, Monday to Friday inclusive. Therefore, an ordinary working week for a full-time employee will be 35 hours.

11.3.1 An individual employee may select starting and finishing times from day to day, subject to this Agreement.

11.3.2 All employees will be entitled to work their minimum daily contract hours on any day.

11.3.3 The Director may require an employee to work the minimum daily contract hours on any day, and may limit an employee from working in excess of these hours if deemed necessary.

11.4 Settlement Periods

11.4.1 For the purpose of this Agreement, a settlement period will be twelve weeks. Settlement period refers to the time within which flexitime must be take.

11.4.2 The settlement periods for the purpose of time recording and for flexleave will coincide.

11.4.3 An employee's contract hours will be the basis for determining whether that employee has accumulated credit or debit hours during any settlement period.

11.5 Luncheon Period and Meal Breaks

- 11.5.1 An employee will be entitled to take a luncheon period of one hour, but may reduce or extend that period to a minimum of 30 minutes or to a maximum of two and a half hours respectively.
- 11.5.2 An employee substantially extending the luncheon period beyond one hour must ensure, by consultation with her/his immediate supervisor that such an extension does not prevent the proper functioning of the section to which the employee is attached.
- 11.5.3 An employee will not be required to be on duty for more than five hours from the time of commencement without a break of the nature of that referred to in sub-clause 12.5.1 of this Agreement.

11.6 Accrual of Flexitime

- 11.6.1 An employee may accumulate credit or debit hours throughout a settlement period provided that, at the end of the settlement period, the number of credit or debit hours carried forward does not exceed the number of hours per week the employee is contracted for or such period in excess of this as is recommended by the Director.
- 11.6.2 Where an employee's accumulation of credit hours at the end of a settlement period exceeds number of hours per week the employee is contracted for or such period in excess of this as is recommended by the Director, the excess hours will be forfeited.
- 11.6.3 The Director will make every effort to ensure that an employee does not consistently forfeit excess credit hours at the conclusion of settlement periods as a result of requests for flexleave being refused.
- 11.6.4 Where an employee's accumulation of debit hours at the end of a settlement period exceeds the number of hours per week the employee is contracted for, the excess hours accumulated will be debited against the employee's accrued recreation leave or, should the employee have no such leave available, will be taken as leave without pay.
- 11.6.5 For the purpose of determining whether an employee has accumulated credit or debit hours during a settlement period, the employee will be deemed to have notionally worked her/his ordinary hours on any day which she/he was absent on approved leave, not being flexleave, during that settlement period.

11.7 Flexleave

- 11.7.1 An employee may take off a maximum of one ordinary working week at any time in a settlement period with the approval of the supervisor. A longer period of flexleave must be approved by the Director.
- 11.7.2 It is not necessary for an employee to have credit balance when taking up to one ordinary working week flexleave.
- 11.7.3 Flexleave may be taken before or immediately after recreation leave. It may not be taken during a period of recreation leave.
- 11.7.4 An employee must obtain the approval of the Director or delegate of the Director prior to proceeding on flexleave.

11.8 Termination of Service

- 11.8.1 Where an employee gives notice of resignation or retirement the employee will, during the period of notice, take all reasonable steps to eliminate any accumulated credit or debit hours.

- 11.8.2 The Director will, as far as practicable, facilitate the elimination of accumulated credit or debit hours by an employee.
- 11.8.3 Where an employee has an accumulation of debit hours at the completion of the last day of service, the accumulated recreation leave or moneys owing to that employee will be adjusted accordingly.
- 11.8.4 An employee will receive compensation for accumulated credit hours outstanding on the last day of service:
 - 11.8.4.1 where an employee's services terminate without notice for reasons other than misconduct
 - 11.8.4.2 where an application for a period of flexleave which should have eliminated the accumulated credit hours was made pursuant to this contract during the period of notice of retirement or resignation and was refused;
 - 11.8.4.3 in such other circumstances as the Board of the Council of Social Service of NSW may approve.

12. Overtime

12.1 Definition

Overtime is time worked by an employee when directed to work at such time by the Director or a delegate of the Director and such time is either:

- 12.1.1 outside the ordinary hours of work (see 4.3 above), or
- 12.1.2 in addition to their contract hours on a given day.

12.2 Overtime Entitlements

- 12.2.1 For overtime worked on Monday to Friday inclusive, an employee will be entitled to time off in lieu on an hour and a half for hour basis.
- 12.2.2 For overtime worked on Saturday, Sunday or on a day which is not the employee's ordinary working day, the employee will be entitled to two hours time in lieu for every hour of overtime worked.
- 12.2.3 For overtime worked on a public holiday, not falling on a Saturday or Sunday, an employee will be entitled to two and a half hours time in lieu for every hour of overtime.
- 12.2.4 In all other instances of work undertaken outside normal working hours, such hours will be credited as one hour for every one hour worked.
- 12.2.5 Where an employee is recalled to work overtime after leaving the employer's premises, or is required to attend on their day off, the time taken in travelling to and from work for the purpose of such recall will be included in the calculation of overtime entitlements under this clause.
- 12.2.6 Employees wishing to work overtime on weekends or public holidays should seek management approval in writing.
- 12.2.7 Management failure to approve a written application by an employee will be interpreted as management not requiring an employee to undertake such duties.
- 12.2.8 It is understood by both parties that an employee can reasonably refuse to undertake work on weekends or public holidays even if so directed by management.

12.2.9 This provision is subject to relevant clauses in job descriptions.

12.3 Accrual of Overtime Leave

12.3.1 An employee may take up to one day's accumulated overtime leave in one continuous period and may take such leave in a longer single period as determined by the Director.

12.3.2 Any such accrued overtime leave must be taken within one month of it so accruing or such longer period as determined by the Director.

13. Higher Duties Allowance

13.1 An employee may be requested to temporarily perform duties of another employee.

13.2 An employee substantially performing the duties of another employee for a period of at least one consecutive week will be paid an entitlement equal to the difference between the employee's own salary and the salary of the other employee.

13.3 An employee's wage may not be reduced when they are required to perform duties of another employee.

14. Annual Leave

14.1 Annual leave will be granted and paid in accordance with the terms of the *NSW Annual Holidays Act, 1944*, as amended, and the NSW SACS Award.

14.2 A loading of 17.5% of gross salary for the period of annual leave will be paid.

14.3 An employee will accrue entitlements to annual leave at the rate of one-third of a working week for each month of completed service, commencing from the first month of employment.

14.4 Annual leave may accumulate up to a maximum of six weeks. Further accumulation may occur only with the consent of the Board.

15. Sick Leave

15.1 An employee shall be entitled to be absent without loss of pay on account of personal ill-health or injury not sustained in the course of duty, for the following periods, on a pro-rate basis:

15 days in the first year;
20 days in the second year;
30 days in the third year; and
35 days in the fourth and subsequent years.

15.2 If the full period of sick leave prescribed above is not taken in any one year, the remaining entitlement shall be cumulative from year to year to a maximum of 130 days.

15.3 Proof of such illness or injury shall be furnished in a manner satisfactory to the employer after 3 consecutive days absence from normal duty and for any absences after the employee has taken 10 days of sick leave in any calendar year. The employer may waive the requirement to provide proof.

15.4 Additional sick leave may be granted at the discretion of the employer.

15.5 The employer will not terminate the service of an employee whilst on sick leave taken pursuant to this clause.

15.6 If an employee becomes sick or is injured whilst on annual leave such that she/he is unable to derive benefit from their annual leave, she/he will be granted, at a time convenient to the employer, additional leave equivalent to the period of sickness or injury occurring within the scheduled period of annual

leave. Proof of such illness or injury and inability to derive benefit will be furnished in a manner satisfactory to the employer.

16. Parental Leave

16.1 Paid Leave

16.1.1 An employee with at least twelve months continuous service will be entitled to be paid parental leave for twelve weeks in respect of a pregnancy, provided that she recommences employment within 53 weeks of taking such leave. Such leave will be taken within twelve weeks on either side of the anticipated date of confinement.

16.1.2 A non-birth parent employee with at least twelve months continuous service will be entitled to two weeks paid leave for the purpose of caring for a woman or child of a woman who is or expects to be confined for pregnancy. Such leave will be taken within three weeks on either side of the date of confinement.

16.1.3 If an employee terminates their services within nine (9) months of recommencing employment following a period of paid parental leave, they will be required to pay back the leave entitlement on a pro rata basis, as set out in below:

Date of resignation from recommencement	Amount due
Less than 3 months	75 % entitlement
3 - 5 months	50 % entitlement
6 - 8 months	25 % entitlement

16.1.4 The requirement to repay the parental leave entitlement may be waived at the discretion of the Director.

16.1.5 Accrual of entitlements shall accrue for the component of paid leave only.

16.2 Unpaid Leave

16.2.1 An employee will also be entitled to an additional 40 weeks unpaid leave in respect of such pregnancy, to be taken in a further continuous period, unless the employer and employee agree otherwise.

16.2.2 A non-birth parent employee will also be entitled to take a further period of up to 50 weeks unpaid leave on account of the birth of a child.

16.2.3 A non-birth parent employee will be entitled to leave under this sub-clause only if they are the biological parent or have taken responsibility for the care and maintenance of the child concerned.

16.2.4 Adoptive parents will be entitled to the same conditions on the adoption of a child as those granted to biological parents under this clause with respect to the birth of a child.

16.3 Timing and duration of leave under this clause will be taken at the absolute discretion of the employee, unless otherwise stated.

16.3.1 An employee may negotiate part-time work arrangements during the unpaid portion of parental leave, with the approval of their supervisor and the Director.

16.4 Any paid sick leave or other paid absence authorised by law or by an industrial instrument or contract of employment is not available to an employee on parental leave, except if the paid absence is annual leave or long service leave or with the agreement of the employer.

16.5 An employee made redundant whilst taking leave under this clause will be entitled to all redundancy provisions under clause 33 of this Agreement.

- 16.6 Persons employed specifically to replace an employee taking leave under this clause will be fully informed of the temporary nature of their employment and of the conditions relating to the leave being taken by the employee who is being replaced.
- 16.7 An employee may negotiate part-time work arrangements in the period following a period of parental leave, with the approval of their supervisor and the Director.

17. Long Service Leave

- 17.1 Except as provided elsewhere in this clause, employees will be entitled to long service leave in accordance with the terms of the *NSW Long Service Act, 1955*, as amended.
- 17.2 An employee who has completed five years continuous service is entitled to long service leave on a pro-rata basis.
- 17.3 The amount of long service leave to which an employee will be entitled will be:
- 17.3.1 on completion of five years of continuous service, a proportionate amount on the basis of eight and two thirds (8 2/3) weeks for ten years of service, being four and one third (4 1/3) weeks;
 - 17.3.2 on completion of ten years of continuous service, eight and two thirds (8 2/3) weeks.
 - 17.3.3 on completion of fifteen years of continuous service, an additional four and one third (4 1/3) weeks
 - 17.3.4 on completion of each year of service over 15 years, an additional week.
- 17.4 Long Service Leave is calculated, as per the *NSW Long Service Act*, at either the employee's current rate of pay, or an average over the past five years, whichever is greater.
- 17.5 The employer will pay to the employee the ordinary pay to be paid to the worker in respect of the period of leave either:
- 17.5.1 in full when the employee commences the period of leave; or
 - 17.5.2 in any other way agreed between the employer and the employee, and the ordinary pay will become due to the employee accordingly.
- 17.6 For the purpose of this clause the service of an employee means the period during which the worker has served the employer under an unbroken contract of employment. Provided that the contract of employment will be deemed not to have been broken by reason only of an interruption or determination thereof, if the interruption or determination:
- 17.7 has been made by the employer with the intention of avoiding any obligation imposed by the *Long Service Leave Act, 1955*, or by this Agreement.
 - 17.8 has arisen directly or indirectly from an industrial dispute. Provided further that the period during which the contract has been so interrupted or determined will not by reason only of this sub-clause be taken into account in calculating the period of service.
- 17.9 The employer will give to each employee at least six months notice of the date from which it is proposed that the employee's long service leave will be given and taken.
- 17.10 An application by an employee to take long service leave will not be unreasonably refused by the employer.

18. Continuous Service Leave

- 18.1 In addition to other leave entitlements set out in this Agreement, an employee will be entitled to two and a half (2½) days per annum, pro rata, continuous service leave on ordinary pay.
- 18.2 Such leave may be cumulative or may be taken immediately following the 12 months in respect of which it was accrued.
- 18.3 An employee is not entitled to continuous service leave if her/his total continuous duration of service is less than 12 months.

19. Special Leave

- 19.1 An employee may be granted a maximum of one (1) week paid leave for personal reasons in each twelve months service at the discretion of the Director and such further period as may be approved by the Board. Any period of special leave granted further to the one week provided for, is to be without pay.

20. Personal/Carer's Leave

- 20.1 Use of sick leave

An employee with responsibilities in relation to a class of person set out in 21.1.2 who needs their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.

- 20.1.1 The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

- 20.1.2 The entitlement to use sick leave in accordance with this subclause is subject to the employee being responsible for the care of support of the person concerned; and the person concerned being:

20.1.2.1 a spouse or partner of the employee; or

20.1.2.2 a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

20.1.2.3 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 or spouse or de facto spouse of the employee, related by skin or kinship; or

20.1.2.4 a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

20.1.2.5 a relative of the employee who is a member of the same household, where for the purpose of this paragraph:

"Relative" means a person related by blood, marriage or affinity; "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and "household" means a family group living in the same domestic dwelling.

- 20.1.3 An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence.

- 20.1.4 The maximum amount of sick leave that can be used for these purposes in any calendar year shall be 50 days.

- 20.2 Unpaid leave for family purposes
- 20.2.1 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in subclause 13.1.2 above who is ill.
- 20.3 Annual leave
- 20.3.1 To give effect to this clause, but subject to the *Annual Holidays Act 1944*, an employee may elect, with the consent of the employer, to take annual leave not exceeding five days in single day periods in any calendar year at a time or times agreed by the parties.
- 20.3.2 Access to annual leave, as prescribed in subclause 21.3.1 above, shall be exclusive of any shutdown period provided for elsewhere under this award.
- 20.3.3 An employee and employer may agree to defer payment of the annual leave loading in respect of single days absences, until at least five consecutive annual leave days are taken.
- 20.4 Time Off in lieu of payment for overtime
- 20.4.1 An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.
- 20.4.2 Overtime taken as time off during ordinary hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- 20.4.3 An employer shall, if requested by an employee, provide payment, at the rate provided for the payment of overtime in the award, for any overtime worked under subclause 21.4.1 above where such time has not been taken within four weeks of accrual. Notwithstanding anything contained elsewhere in this subclause, on notice from the employer, an employee must elect within six months of accrual, whether to take overtime worked under 21.4.1 above as an overtime payment or as time off work at the ordinary time rate of pay.
- 20.5 Make-up time
- 20.5.1 An employee may elect, with the consent of their employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.

21. Study Leave

- 21.1 An employee will be entitled to 23 working days per annum, pro-rata, paid leave to attend personal studies relevant to her/his work, where the course of study is approved in advance by the Director.
- 21.2 An employee may take a period of study leave with the approval of the supervisor.
- 21.3 Approval of study leave will be subject to the employer's convenience and will not unreasonably affect the operation of the workplace, but will not be unreasonably withheld.

22. Trade Union Training Leave

- 22.1 An employee will be entitled to up to 40 hours per annum, pro rata, paid leave to attend trade union training courses or union meetings, provided that adequate notice is given to the employer and the Director agrees as to duration and timing.

23. Christmas/New Year Break

- 23.1 In addition to other leave provisions set out in this Agreement, an employee will be entitled to paid leave for normal working days that fall in the period that the employer is closed over the Christmas/New Year break.

24. Leave Without Pay

- 24.1 An employee will be entitled to a period of leave without pay, at the discretion of the Director
- 24.2 Other leave entitlements set out in this Agreement will not accrue during a period of leave without pay.

25. Secondments

- 25.1 With the mutual agreement of an employee and the Director, an employee will be able to be seconded to an appropriate public sector department or community sector organisation for an agreed period.
- 25.2 The position of the employee on secondment will be maintained for their return to the Council of Social Service of NSW.
- 25.3 The employee on secondment will continue to accrue entitlements and the period of secondment will be considered as continuous employment.

26. Jury Service

- 26.1 A full-time, part-time or fixed term employee required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wages they would have received in respect of the ordinary time they would have worked had they not been on jury service.
- 26.2 An employee shall notify the employer as soon as possible of the date upon which they are required to attend for jury service. Further the employee shall give their employer documentary proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

27. Union Noticeboard

- 27.1 An accessible space for Union notices will be provided by the employer.

28. Grievance Procedure

- 28.1 Any dispute or grievance by the employee arising out of the interpretation of this Agreement or any other working conditions or complaints, will be dealt with in accordance with the grievance procedure as detailed:

Grievance procedures

Purpose

The purpose of this procedure is to ensure that disputes and issues relating to functions of the work environment do not go unresolved and affect workplace productivity and relationships.

The procedures are designed to assist the parties prevent or settle any grievance, complaint or dispute at the workplace, without industrial action or stoppage of work, with a view to ensuring that services are maintained without interruption or detriment.

Whilst not seeking to preclude or affect the rights of any party to an industrial dispute from proceeding under the provisions of the *New South Wales Industrial Relations Act 1996*, or other relevant legislation, the procedures in this document shall be followed for the settlement of workplace grievances.

What is a workplace grievance?

A workplace grievance may involve any act, omission, situation or decision, related to the work environment, that an individual believes is unfair, unlawful, unjust or discriminatory. It may also include acts of workplace harassment, bullying, and occupational violence.

Principles to be followed during a workplace grievance

All complaints need to be handled promptly and with transparency. The following principles must be adhered to in the grievance resolution process:

Confidentiality

No person should have access to information on the grievance, other than those directly involved or those handling the grievance.

Impartiality

All parties must be given the opportunity to present information directly related to the grievance, and no decisions or judgements will be made until all information has been carefully and impartially considered by those responsible for resolving the grievance.

Compassion and respect

All people handling the grievance must be sensitive to the needs of those directly involved, and also to others who may be indirectly affected by the grievance.

Prompt action

All grievances must be dealt with promptly, and time limits should be formally agreed to at all stages of the process. Whilst each situation is individual NCOSS aims to complete all steps within the grievance procedure within a 12 period.

Freedom from persecution or unjust repercussions

No form of persecution, harassment or discrimination will be tolerated as a consequence of a person notifying a grievance, or as a consequence of the outcome of the grievance process.

Steps to follow in the grievance process

The following steps should be followed if a person has a workplace grievance:

Step 1

Depending on the nature of the grievance, it may be appropriate for the aggrieved person to raise his/her concerns directly with the person causing the grievance, thereby giving that person the opportunity to resolve the issue.

Step 2

If it is not appropriate to directly approach the person responsible for the grievance, the aggrieved person should discuss his/her concerns directly with the immediate supervisor, unless the supervisor is the person against whom the complaint is being lodged. In this case, the concerns should be raised with the Director, either formally or informally. The Director or supervisor will then take action to resolve the grievance, which may include (with the aggrieved person's concurrence) talking to other members of staff.

Step 3

If Step 2 does not resolve the issue, a person may lodge a formal grievance. This must be in writing to the President of NCOSS, in his/her capacity as the Chair of the Staff and Work Practices Committee, or

if the grievance is with the president, it should be in writing to the Vice President. The grievance notification should contain a full description of the incident or events relating to the grievance, including times, dates, person(s) involved, and actions taken in an attempt to remedy the situation. The grievance notification must be dated and signed by the person lodging the grievance.

Role of the Staff and Work Practices Committee in the Formal Grievance process

The following processes will be followed once the President of NCOSS has been formally notified of a grievance:

1. The president will convene a meeting of the Staff and Work Practices Committee within seven days of receipt of the grievance notification. The President will advise all members that a grievance has been received and will be investigated by a sub-committee of at least two members of the Staff and Work Practices Committee. Where the grievance is with someone on the SWP that person will be asked to temporarily step aside from the Committee while the complaint is under investigation.
2. The details of the grievance will only be available to the two members of this sub-committee to ensure confidentiality. The sub-committee will have the delegated authority to investigate the issues and report back to the Staff and Work Practices Committee within four weeks
3. The President or Vice President of NCOSS will notify the person lodging the formal grievance, in writing, of the timeframes and composition of the sub-committee. If there is any objection raised to the composition of the sub-committee, on the grounds of conflict of interest, these objections will be considered by the Staff and Work Practices Committee and, if justified, necessary changes made.
4. The sub-committee will interview the person lodging the grievance and may also interview other persons directly involved in the grievance. All persons interviewed will be given the opportunity of having a witness of their choosing throughout the interview process. The sub-committee will examine and consider all information necessary to bring about a fair and just resolution of the grievance
5. Following the investigation process, the sub-committee will report its findings and recommendations to the Staff and Work Practices Committee, after which the aggrieved person, and other person(s) directly affected by the grievance, will be notified, in writing, of the outcome of the investigation, within two days of the SWP meeting. This notification will include detail of the strategies and actions taken to resolve the conflict.
6. Documentation relevant to the grievance will be placed on the staff members personnel file and treated with strict confidence: available to management and the staff member concerned. This documentation will be destroyed after a 7 year period.
7. The outcomes of a formal grievance process may include (but not be limited to):
 - a verbal or written apology
 - a change in policy or procedure
 - changes in work practices
 - training of staff
 - counselling of staff
8. If a formal grievance remains unresolved, the sub-committee may recommend external mediation. If this is not successful or not considered appropriate by the aggrieved person, the Union (in consultation with the employee), or NCOSS may seek the assistance of an industrial tribunal. (However, it is preferable that reasonable endeavours be made to resolve the matter in accordance with these procedures before seeking the assistance of a tribunal.)
9. Any disciplinary action against a staff member arising from a complaint or grievance will be taken in accordance with the procedures contained in the enterprise agreement

29. Disciplinary Procedure

- 29.1 Where the employer has concerns about the work performance or conduct of an employee, the employer will initiate counselling of the employee concerned to make them aware of the deficiencies in their performance and the standard of performance that the employer requires the employee to meet.
- 29.1.1 At the commencement of counselling the employer will make the employee aware of the nature of the counselling meeting and the specific areas of concern.
- 29.1.2 Such counselling may or may not be concluded by the employer giving the employee a verbal warning to improve performance or cease the conduct complained of.
- 29.2 Where the employer believes that an employee's work performance or conduct requires it, or continuing work performance or conduct following the procedure in 31.1 having been completed, has not improved, the employer may, with the approval of the Staffing and Work Practices Committee, counsel or further counsel as the case may be and will give a written warning outlining the employer's concerns and reasons for coming to that conclusion.
- 29.3 Nothing in this procedure will restrict the employer's right to summarily dismiss an employee in circumstances that warrant summary dismissal.
- 29.4 Nothing in this procedure will prevent the employer from repeating steps specified in paragraphs 31.1 or 31.2 where the particular circumstances require it.
- 29.5 In relation to this procedure the employer will ensure that:
- 29.5.1 where the employee has been counselled or warned to improve work performance or conduct, a reasonable time will be given to enable the employee to comply;
- 29.5.2 the employee is given an opportunity to respond to any concern or allegation made; and,
- 29.5.3 in a process where the employee is likely to be given a verbal or written warning, the employee is to be informed of their right to be accompanied by their Union or other personal representative.

30. Termination of Services

- 30.1 An employer may terminate the employment of an employee on giving four weeks notice in writing or four weeks pay in lieu of notice.
- 30.2 Where an employee is over 45 years of age they shall receive in addition to the notice specified in 32.1 one week's extra notice, provided the employee has had two years service.
- 30.3 Nothing in subclause 32.1 will affect the employer's right to summarily dismiss an employee.
- 30.4 Circumstances that may warrant summary dismissal include, but are not restricted to, violence, theft, fraud, or other deliberate harm caused to the organisation or other persons.
- 30.5 An employee whose services are terminated will be given the reasons for such termination in writing.
- 30.6 Upon receiving notice/wages in lieu or upon summary dismissal, the employee or, in the case of summary dismissal, the former employee, will have the right to appeal to the Staffing and Work Practices Committee who will then make written recommendations to the Board. The employee will have full speaking rights and rights to Union representation at both the Staffing and Work Practices Committee and Board Meetings, and may make written representations to both bodies, which will be circulated to all members of such bodies.

31. Redundancy

31.1 Application

- 31.1.1 This clause will apply in respect of permanent full-time and part-time employees.
- 31.1.2 Notwithstanding anything contained elsewhere in this Agreement, this clause will not apply to employees with less than six months' continuous service, and the general obligation on the employer will be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- 31.1.3 Notwithstanding anything contained elsewhere in this Agreement, this clause will not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, or in the case of casual employees or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

31.2 Introduction of Change

- 31.2.1 Where the employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer will notify the employees who may be affected by the proposed changes and the union to which they belong.
- 31.2.2 "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
- 31.2.3 Provided that where this award makes provision for alteration of any of the matters referred to herein, an alteration will be deemed not to have significant effect.

31.3 Employer's Duty to Discuss Change

- 31.3.1 The employer will discuss with the employees affected and the union to which they belong, among other things, the introduction of the changes referred to in sub-clause 33.2 of this clause, the effects that changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and will give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
- 31.3.2 The discussion will commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in sub-clause 33.2.
- 31.3.3 For the purpose of such discussion, the employer will provide to the employees concerned and the union to which they belong, all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees; provided that any employer will not be required to disclose confidential information the disclosure of which would adversely affect the employer.

31.4 Discussions Before Terminations

- 31.4.1 Where the employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone, pursuant to sub-clause 33.2.1 of this Agreement, and that decision may lead to the termination of employment, the employer will hold discussions with the employees directly affected and with the union to which they belong.

31.4.2 The discussions will take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of paragraph 33.4.1 of this sub-clause and will cover, among other things, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.

31.4.3 For the purpose of the discussion the employer will, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that the employer will not be required to disclose confidential information the disclosure of which would adversely affect the employer.

31.5 Notice for Changes

This sub-clause sets out the notice provisions to be applied to terminations by the employer for reasons arising from technology, production, program, organisation or structure, in accordance with sub-clause 33.2.1 of this Agreement.

31.5.1 In order to terminate the employment of an employee, the employer will give to the employee four weeks' notice.

31.5.2 In addition to the notice above, employees over 40 years of age at the time of the giving of the notice, with not less than two years' continuous service, will be entitled to an additional week's notice.

31.5.3 Payment in lieu of the notice above will be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

31.6 Time Off During the Notice Period

31.6.1 During the period of notice of termination given by the employer, an employee will be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purpose of seeking other employment.

31.6.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee will, at the request of the employer, be required to produce proof of attendance at an interview or the employee will not receive payment for the time absent.

31.7 Employee Leaving During the Notice Period

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee will be entitled to the same benefits and payments under this clause as those to which the employee would have been entitled had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee will not be entitled to payment in lieu of notice.

31.8 Statement of Employment

The employer will, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

31.9 Notice to Job Network

Where a decision has been made to terminate the employment of employees, the employer will notify the Job Network thereof as soon as possible, giving relevant information, including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

31.10 Centrelink Employment Separation Certificate

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

31.11 Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in sub-clause 33.2.1, the employee will be entitled to the same period of notice of transfer as the employee, would have been entitled to if the employee's employment had been terminated, and the employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary-time rate of pay and the new ordinary-time rate for the number of weeks of notice still owing.

31.12 Severance Pay

Where the employment of an employee is to be terminated pursuant to sub-clause 33.5, subject to further order of the Industrial Relations Commission of New South Wales, the employer will pay the employee the following severance pay in respect of a continuous period of service.

31.12.1.1 If an employee is under 40 years of age, the employer will pay in accordance with the following scale:

Years of service	Under 40 years
Less than 6 months	Nil
6 months and less than 1 year	1 week
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

31.12.1.2 Where an employee is 40 years of age or over, the entitlement will be in accordance with the following scale:

Years of service	40 years of age and over
Less than 6 months	Nil
6 months and less than 1 year	1.5 weeks
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

31.13 Incapacity to Pay

Subject to an application by the employer and further order of the Industrial Relations Commission, the employer may pay a lesser amount (or no amount) of severance pay than that contained in sub-clause 33.12 of this Agreement.

31.13.1.1 The Commission will have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in sub-clause 33.12 of this Agreement will have on the employer.

31.14 Alternative Employment

Subject to an application by the employer and further order of the Industrial Relations Commission, the employer may pay a lesser amount (or no amount) of severance pay than that contained in sub-clause 33.13 if the employer obtains acceptable alternative employment for an employee.

32. Resignation

32.1 Where an employee decides to terminate her/his services, other than when the employee is made redundant, at least two weeks notice of such resignation will be given to the employer in writing.

33. Insurance

33.1 Work related accidents.

All employees are insured for injuries arising from a work related accident, under the Workers' Compensation and *Injury Management Act*, 1998.

33.2 Non-work related accidents.

Upon acceptance of a claim by the insurer, personal accident insurance held by the Council of Social Service of NSW provides for an employee's full wage in case of accident or injury, reduced by payment from any other source, for a period of up to 52 weeks.

33.3 An employee will not be entitled to payment under this clause in respect of all leave, or any paid public holiday.

34. Travel Expenses

34.1 An employee, who with the approval of the Director, uses on official business a motor vehicle maintained primarily for other than official business, will be reimbursed at the current Australian Public Service Award rate.

34.1.1 Any motor vehicle used for official business must be comprehensively insured.

34.2 An employee who works overtime will be paid all fares reasonably incurred for all travel to and from her/his place of work where the journey commences after 6pm or finishes before 8am for the purpose of or as a consequence of working such overtime. Provided further that when an employee elects to use a motor vehicle for such travel, she/he will be entitled to the mileage allowance as prescribed in sub-clause 36.1.

34.3 An employee who, with the approval of the Director, travels on official business, will be entitled to Accommodation and Meal allowances at the base rates indicated in the table, which rates will be adjusted annually from 1 January of each year in accord with the underlying Consumer Price Index and with the Goods and Services Tax and any other applicable taxes. On presentation of receipts, an employee may be reimbursed for expenses above the specified rates.

Sustenance (overnight and three meals) capital cities (including Canberra):	\$180.10
Sustenance (overnight and three meals) elsewhere	\$138.25
Accommodation only capital cities (including Canberra):	\$114.70
Accommodation only	elsewhere: \$76.80
Meals only	breakfast: \$12.80
Meals only	lunch: \$16.00

35. Meal Expenses

- 35.1 Additional to clause 36.3 above, an employee will be entitled to reimbursement of meal costs up to the rates indicated in section 36.3, where she/he works, with the employer's approval:
- 35.2 For one hour or more after 7pm without reasonable opportunity to travel home for a meal;
- 35.3 For five hours or more on a weekend or public holiday.

36. Leave Reserved

- 36.1 Leave is reserved to the parties to this agreement to discuss and introduce further agreed changes within the organisation which will enhance the efficiency and effectiveness of the organisation or enhance the conditions of employment of employees
- 36.2 Where agreement has been reached between the parties on these matters the agreed arrangements will be housed in a document which will form a supplementary agreement to this Agreement. This supplementary agreement shall be submitted for certification in the Industrial Relations Commission of New South Wales in accordance with the *New South Wales Industrial Relations Act 1996*.
- 36.3 Provided that this Agreement may further be varied by reference to and in accordance with the powers of the Industrial Relations Commission of New South Wales.

37. Declaration and Signatories

- 37.1 This Agreement has been negotiated through extensive consultation between management and the employees. The content of the Agreement has been canvassed with all parties. All parties are entering into this Agreement with full knowledge as to the content and effect of the document.
- 37.2 The parties declare that this Agreement:
- 37.2.1 Is not contrary to public interest;
- 37.2.2 Is not unfair, harsh or unreasonable;
- 37.2.3 Was at no stage entered into under duress, and;
- 37.2.4 Reflects the interests and desires of the parties.

Director
Council of Social Services of NSW

Australian Services Union of New South Wales