

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/145

TITLE: Inner City Legal Centre Enterprise Agreement 2006

I.R.C. NO: IRC6/1410

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VARIATION:** New.

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Inner City Legal Centre, located at 66 Oxford Street, Darlinghurst NSW 2010, who fall within the coverage of the Social and Community Services (State) Award.

PARTIES: Inner City Legal Centre -&- the Australian Services Union of N.S.W.

INNER CITY LEGAL CENTRE - ENTERPRISE AGREEMENT 2006

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PART I - OPERATION OF THE AGREEMENT

1 Coverage and Title of Agreement

This Agreement is to be known as the Inner City Legal Centre Enterprise Agreement. This agreement governs the terms and conditions of employment of all employees of Inner City Legal Centre. This agreement shall be read in conjunction with the Social and Community Services Employees (State) Award 2001 or any successor award, provided that where there is any inconsistency between the Award and this Agreement, this Agreement shall prevail to the extent of inconsistency. Should any changes occur to the Award during the life of this Agreement which results in conditions above those contained in this Agreement, the parties shall confer and where agreed vary this Agreement to reflect such changes.

The employer is committed during the life of this Agreement and in its renegotiation to negotiate collectively with the Union in respect of all its employees who are eligible to be members of the Union. Therefore the employer agrees that individual employee arrangements will not be promoted or offered to any employee while this Enterprise Agreement remains in force.

2 Parties bound

This Agreement will apply to:

- (a) Inner City Legal Centre and its Board of Management
- (b) All employees
- (c) The Australian Services Union of NSW (to be referred to in this Agreement as the "Australian Services Union" or "the Union").

3 Life of Agreement

This Agreement will operate on and from the date of certification by the Commission and continue in force for a period of 3 years.

4 Variation of Agreement

The parties may agree that they may vary this agreement.

5 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.

6 Purpose, interpretation and definitions

- a) This agreement applies to the Inner City Legal Centre (ICLC) which encourages co-operative work practices between workers and between workers and the Board of Management. ICLC is committed to providing free, independent legal assistance to the public, and works towards reform of the law and the legal system.
- b) 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 Centre.
- c) 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.
- d) This agreement has been written based on full time working hours. Part time workers are entitled to benefits pro rata to the number of hours they work each week.
- e) In this enterprise agreement the following definitions apply:

“Agreement” means the ICLC Enterprise Agreement.

“Centre” means Inner City Legal Centre and its Board of Management ;

“Management Committee” means the Board of Directors

“Worker” means an employee of ICLC;

“Union” means the Australian Services Union of NSW;

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

"Commission" means the Industrial Relations Commission of NSW

“Casual employee” shall mean an employee engaged to perform work for a short term and/ or irregular basis.”

PART II - ENGAGEMENT OF WORKERS

7 Conditions of employment

Prior to commencing employment the Centre 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 (i.e. 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 and
- (f) attaching a copy of this Agreement.

8 Full-time employment

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

9 Part-time employment

- (a) A part-time worker is a person employed
 - 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) The minimum hours of duty for a part-time worker on any one day is three hours.
- (c) A part time worker may, with the agreement of the Centre, 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) A full time worker may negotiate with the Centre to convert their position to part time, either permanently or for an agreed temporary period.

10 Permanent Employment

- (a) 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.

11 Casual employment

- (a) 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.
- (b) A casual worker will be paid the appropriate hourly rate under this Agreement plus appropriate loading for ordinary working hours. This loading is inclusive of any statutory entitlement the worker has to annual holiday payments.
- (c) Every worker, including a casual worker shall be entitled to Long Service Leave as provided for in paragraph 40 of this agreement.

12 Fixed term employment

- (a) A fixed term worker is specifically engaged to work either full-time or part-time:
 - (i) in a position which is temporary in nature for a specified period of time;
 - (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 Centre will advise them in writing of the temporary nature of the employment and the duration of employment.

- (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).

13 Subsidised Employment Schemes

- (a) Workers employed by the Centre under a government-sponsored employment scheme 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 Centre under clause 6, will not be altered except by agreement between the Centre and the worker.

15 Confidentiality

- (a) The Centre 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, however generally all workers are expected to work an average of 7 hours per day between the hours of 8am and 9pm with one hour off for lunch without pay.
- (c) When a worker is required to supervise the Centre's evening advice roster (see cl 18) they will be entitled and encouraged to take TOIL for any additional hours worked.
- (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 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 3 hours work, without necessarily having to work that full period.
- (b) Where the work performed on a call back falls on a day of time-in-lieu, the worker will be allowed to be absent on another day as time in lieu.

18 Overtime and absences on time-in-lieu

Despite the Award now having provision for the payment of overtime, workers have agreed that

- (a) Any hours worked overtime will be recompensed through the time in lieu system and by leave during the Christmas closure (**cl 37**), except for workers employed under subsidised employment schemes and casuals who will be paid single time (plus loading in the case of casuals).
- (b) Workers are entitled to take time off duty in lieu of hours worked in excess of 70 hours in a pay period ("time in lieu") at the rate of one hour for each hour over 70 hours.
- (c) Workers will be entitled to accumulate time in lieu from one pay period to the next, up to a maximum of 21 hours by the end of a pay fortnight.
- (d) Workers may anticipate an excess over 70 hours 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 7 hours time in lieu.
- (e) Absences on time-in-lieu may be for a full or part day and will normally be arranged through staff or team 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.
- (f) No worker will be entitled to take off more than 21 hours time in lieu in one block.
- (g) In special circumstances consideration by the Board of Management will be given to a worker accumulating in excess of 21 hours time in lieu but any extra accumulation must be taken as soon as practical after the special circumstances no longer exist
- (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 Centre may, in some cases, direct a worker to be absent on time in lieu. However, any debit at the end of employment will be deducted from salary.

Where exceptional or unforeseen circumstances have not made it possible for a worker to reduce their time in lieu to zero the credits will be paid out upon ending employment, but otherwise credits will not be paid out.

19 Evening Advice Roster

- (a) The Centre operates an evening service of advice to the public, which involves volunteers assisting and advising clients under the supervision of workers from the Centre.
- (b) This service generally operates from 6.00pm to 9pm, and workers who supervise this service will be entitled to claim time in lieu.
- (c) In offering employment to a worker the Centre 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 Centre 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 Centre'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 Centre, WorkCover and other nominated persons or organisations to inspect the worker's home based work site, and limits to that right;
- the methods of communicating to the worker all decisions or developments within the Centre or other information which is relevant to the worker; and
- any other relevant matter.

PART IV - CLASSIFICATIONS, TRAINING, WAGES AND SUPERANNUATION

21 Rates of pay

- (a) Year 1 of the ICLC salary range is equivalent to Year 1, Grade 4 (Category 3) of the SACS Award.

Year 1	42,005
Year 2	43,241
Year 3	44,477
Year 4	45,713
Year 5	46,949
Year 6	49,009
Year 7	53,129
Year 8	56,219

- (b) The interview panel will have the discretion to offer new employees a salary from within the salary range. The panel will use the existing criteria of voluntary and paid work experience and qualifications to base their judgement and take into account current salaries paid to existing staff with similar experience and qualifications. Any appointment to the positions of Principal Solicitor and Coordinator will be at no less than year 6.
- (c) Movement to the next salary point within the salary range is by automatic increment, based on 12 months service with the Centre.
- (d) The Centre will implement any Social and Community Services (State) Award wage increases for all workers' salaries. As well, in consultation with the Union salaries will be reviewed annually by the Centre, taking into account funding allocations, any State Wage Case decision and any increases in the applicable Consumer Price Index.

Salary rates may be increased but not decreased. Any increase in salary rates will be deemed to be the applicable salary rate of this Agreement.

22 Payment of wages

- (a) Wages will be paid fortnightly by electronic funds transfer to a bank, building society or credit union account nominated by the worker, or by other means as agreed between the Centre and the worker.
- (b) Wages will be paid in arrears on a Monday for the fortnight ending on the previous Friday.
- (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 payday, 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, either forwarded by post or deposited into the worker's bank account on the next working day.

23 Wage package

- (a) The Centre offers its workers the option of a "wage package". This means foregoing a specified amount of gross salary in return for the payment by the Centre of an amount of money to a nominated utility, loan or other recurrent liability of the worker.
- (b) The wage package increases the overall financial benefit the worker receives from the Centre 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.
- (d) A worker choosing to take up the option of a wage package may choose after 6 months whether or not to continue it.
- (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 worker will be given fortnightly or monthly cheques made out to a nominated recipient and it will be the worker's responsibility to forward the cheque to that recipient. No more than 2 cheques per month will be drawn.
- (g) The calculation and payment of all annual leave, leave loading and employer superannuation contributions will be based on the annual gross salary the worker receives before wage packaging.
- (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 Centre will quote the annual gross salary the worker would receive before wage packaging.
- (i) Workers are also entitled to up to \$2000 p.a. in exempt benefits.

24 Staff Appraisal and Development

The ICLC Board of Management is responsible for ensuring that all ICLC workers are accountable for the performance of their duties. The Board is also responsible for the effective supervision and support of all staff.

The ICLC's Staff Development and Review Process is based on the following principles:

- Proper staff development and performance reviews are part of the responsibilities of the organisation to its staff;
- The person responsible for conducting the review will be determined by the ICLC Board of Management from year to year.
- Reviews must involve the active participation of the staff member (including self evaluation and dialogue) in conjunction with other relevant staff members.

- Staff Development reviews are part of a continuous planning and review process, and will not replace any regular reporting on work or supervision currently in place;
- Staff Development reviews are to be based on a review of performance against the relevant Job Description and the Centre's Strategic Plan with a view to the professional development and job satisfaction of the staff member concerned;
- Reviews are part of a mutual process and are a means of expressing views about the organisation as well as a review on an individual staff member's performance;
- Reviews are confidential;

Procedures

1. Reviews will be conducted at 12 monthly intervals (April each year) or such lesser period as agreed between the staff member and the Board, set reasonably in advance and conducted at a mutually convenient and appropriate time and place.
2. The Board will nominate a member to conduct and oversee the review process.
3. Prior to the review all staff members will be required to complete a Self Evaluation Sheet (see attached at Annexure A).
4. Following the completion of the Self Evaluation Sheet staff members will circulate their forms to all other permanent members of staff for their written comments.
5. The Coordinator will collect all completed sheets and make them

25 Staff training and development

- (a) The Centre is committed to ensuring that workers maintain and develop their skills and knowledge, particularly through access to training. The Centre regards training and staff development as being inherent in a worker's employment.
- (b) The Centre will encourage workers to undertake training, and the performance appraisal 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) 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.

26 Superannuation

- (a) Calculated from the date of appointment the Centre will contribute in respect of a worker the equivalent of 9% of gross salary to the Health Employees Superannuation Trust of Australia, unless the worker nominates another qualifying fund.
- (b) The Centre will increase contributions in line with any changes in the Commonwealth Superannuation Guarantee Scheme.

PART V - ALLOWANCES AND AMENITIES

27 Travelling, motor vehicle and other allowances

- (a) If a worker is required by the Centre to use their own vehicle for work they are entitled to a vehicle allowance at Table 1 and this allowance will increase in accordance with Award increases.

- (b) If a worker is required by the Centre to use their own vehicle for work and has an accident the Centre will cover the cost of any insurance excess.
- (c) Clauses 26a and 26b applies only to registered and comprehensively insured vehicles and workers with a current drivers licence.
- (d) The Centre will reimburse all reasonable expenses, including telephone calls, incurred by a worker in the course of carrying out their work, provided that proof of expenses is provided.
- (e) 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 8.00pm and the worker's usual means of transport is not a safe alternative.
- (f) A worker required to stay away from home overnight due to work commitments will be entitled to be reimbursed reasonable expenses for meals and accommodation (except where accommodation and/or food has been paid by the Centre, e.g. as part of conference registration costs).
- (h) A worker who performs work outside their normal hours of work, at the express direction of the management committee, is entitled to reimbursement of reasonable child care costs.

28 Amenities

- (a) The Centre will provide workers with:
 - (i) reasonable toilet and washing facilities;
 - (ii) adequate and appropriate facilities for tea and meal breaks, including a microwave and fresh coffee maker;
 - (iii) reasonable heating and cooling appliances to ensure the working environment is healthy and safe; and
 - (iv) adequate and appropriate accommodation to enable workers to perform their duties.

29 Access to the workplace for childcare

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

30 Occupational Health and Safety

- (a) The Centre 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.
- (c) The Centre 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) The preceding clause does not apply to a worker who is involved in a rehabilitation program, whether or not its the subject of a workers compensation claim, nor to a worker whose work environment has been modified to accommodate a physical or intellectual limitation; in each of these cases the relevant workers compensation or anti-discrimination legislation will continue to apply.

- (f) Workers will not use a keyboard for a continuous period longer than 60 minutes without taking a 10 minute break, nor for more than 4 hours in total in a day.
- (g) An employee who holds a current first aid certificate issued by the St. John Ambulance Association or Australian Red Cross Society or equivalent qualification and who is required by their employer to be available to perform first aid duty at their workplace shall be paid an allowance as set out in Table 1 with a minimum payment of one day.

31 Practicing Certificates and Professional Accreditation

- (a) The Centre will meet the cost of any practicing certificate or other professional fees or accreditation a worker requires to fulfill 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 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.

32 Vicarious liability

- (a) The Centre will be responsible in accordance with the Employees' Liability (Indemnification of Employer) Act 1982 to indemnify workers against any civil liability arising out of the course of workers' employment.

PART VI - LEAVE

33 Leave to count as service

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

34 Sick leave

- (a) A worker is entitled to 10 days (70 hours equivalent) paid sick leave in each year of service. After 5 years of service 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.
- (b) Not more than 3 days in any one period of sick leave may be taken without producing a medical certificate for the worker.
- (c) A worker should make all reasonable efforts to give the Centre 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 re-credited.
- (e) Illness shall include stress and mental ill health.

35 Carers leave

- (a) A worker is entitled to 5 days (35 hours) paid carers leave in each year of service non-cumulative).
- (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 consecutive days of carers leave may be taken without producing a medical certificate for the person in their care.
- (d) A worker should make all reasonable efforts to give the Centre early notice of their absence from work.
- (e) 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 re-credited.
- (f) An employee other than a casual employee, with responsibilities in relation to a person in a bona fide domestic relationship who needs the employee's care and support, shall be entitled to use, in accordance with this clause, any current or accrued sick leave entitlement, for absences to provide care and support, for such persons when they are ill. Such leave can be taken for part of a single day.

The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this clause where another person has taken leave to care for the same person.

36 Annual leave

- (a) A worker is entitled to 4 weeks annual 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 annual leave on a pro-rata basis after 6 weeks work.
- (c) A worker planning annual 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 Centre for leave.
- (d) Any public holiday during a worker's annual leave will be counted and paid as such, and not as annual leave, if the worker would otherwise have been entitled to that public holiday.
- (e) Annual leave should not be accumulated beyond a maximum of 8 weeks, and the Centre 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 Centre 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, annual 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 annual leave plus leave loading.
- (h) The rate of pay for annual 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 Centre has allowed a

worker to anticipate future leave credits, leave loading will not be paid on that portion of annual leave until the date the leave credit would otherwise have accrued.

- (i) Where a worker would have been entitled to sickness and carers leave but for being on annual leave, sickness and carers leave will be paid for the relevant period and the equivalent period of annual leave will be recredited.
- (j) The Centre may in appropriate circumstances allow a worker to anticipate future leave credits.
- (k) The provisions of the Annual Holidays Act 1944 also apply.

37 Public holidays

- (a) Workers will be entitled to paid leave for a day duly proclaimed by the NSW Government as being a public holiday, provided the worker is otherwise due to work on that day.
- (b) By agreement between the Centre and a worker another day may be substituted for any public holiday.

38 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 consideration of work performed as overtime.
- (c) This leave is not annual leave and cannot be deferred or accrued or paid out on termination.

39 Leave without pay (LWOP)

- (a) The Centre may grant a worker leave without pay for any purpose.
- (b) Leave without pay in a block of more than 5 days does not count as service, for purposes of leave entitlements under this agreement. However it does not break continuity of service.
- (c) Applications for LWOP shall be made in accordance with the policy of the Centre.

40 Long Service Leave

- (a) All workers, including casual employees, shall be entitled to long service leave in accordance with the Long Service Leave Act 1955 (NSW), except that:
 - (i) employees shall be entitled to take 6 weeks paid long service leave at 5 years of service.
 - (ii) between 5 years of service and 10 years of service, employees shall be entitled to take up to 12 weeks long service leave on a pro rata basis.
- (b) 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 52.

41 Parental leave

1. Entitlement to unpaid parental leave

- (a) After 12 months service a worker is entitled to 52 weeks parental leave, in one or two unbroken periods, provided the worker presents a certificate stating the expected date of the birth or adoption of their child.
- (b) Parental 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.

2. Return to work after parental leave

- (a) An employee returning to work after a period of parental leave is entitled to be employed in:
 - (i) the position held by the employee immediately before proceeding on that leave, or
 - (ii) if the employee worked part time or on a less regular casual basis because of the pregnancy before proceeding on maternity leave – the position held immediately before commencing that part time work or less regular casual work, or
 - (iii) if the employee was transferred to a safe job before proceeding on maternity leave – the position immediately before the transfer.
- (b) If the position no longer exists but there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position as nearly as possible in status and pay to that of the employee's former position.

3. Right to request

- (a) An employee entitled to parental leave may request the employer to allow the employee:
 - (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (iii) to return from a period of parental leave on a apart-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

- (b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

- (c) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under 3(a)(ii) and 3(a)(iii) must be recorded in writing.

- (d) Request to return to work part-time

Where an employee wishes to make a request under 3(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

4. Communication during parental leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

- (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
- (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;

42 Maternity leave

A female worker taking leave for the birth of a child will be entitled to 6 weeks paid leave and the balance unpaid, including 6 weeks compulsory leave immediately following birth with all periods of leave to be completed within 2 years of the child's birth.

The entitlement to paid leave may also be used for any absences due to pregnancy, miscarriage, still birth or termination.

At least 10 weeks prior to the presumed date of confinement the worker will give the centre written notice of that date of confinement. The worker will also give the Centre at least 4 weeks written notice of the proposed start of parental leave and of the intended duration of the leave.

43 Adoption leave

- (a) 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.
- (b) 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 stepchild of the worker or their partner.
- (c) As promptly as possible following the worker receiving the relevant government approval to adopt, the worker will advise the Centre 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 Centre of the intended period of parental leave to be taken.
- (d) 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.

44 Leave for Partners

A worker whose partner has either adopted or given birth to a child is entitled to weeks paid leave and the balance unpaid if they are to become the primary carer of the child and their partner:

- (a) is employed and entitled to 3 weeks or less paid parental/maternity leave; and
- (d) is returning to work within 6 weeks of the child being born or being adopted.
- (e) A worker with less than 12 months service is entitled to paid and unpaid parental leave on a pro rata basis.
- (d) A worker may elect to convert a period of paid leave to half pay over double the period.
- (e) A female worker will not be directed by the Centre to carry out work which may endanger her pregnancy.

- (f) Workers are also entitled to the maternity, paternity and adoption leave provisions of the NSW Industrial Relations Act 1996, as amended.
- (g) Absence on unpaid parental leave does not break continuity of service but does not count as service for the purposes of calculating increments or any entitlements to leave under this Agreement. The conversion of full pay leave to half pay over double the period under sub-clause (g) is to be regarded, for the purpose of calculating periods service, as being the period of full pay leave.

45 Bereavement leave

- (a) A worker may take two days paid leave on each occasion (non-cumulative) in the event of the death of a person with whom the worker has a bona fide domestic or familial relationship, or other significant bond.
- (b) The Centre may require the worker to provide reasonable evidence of the death, and may extend the period of leave on compassionate grounds. 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 this sub-clause, to extend the paid or unpaid leave.

46 Jury service leave

- (a) A worker who is required to attend jury service during their ordinary working hours will be reimbursed by the Centre an amount equal to the difference between the amount paid in respect of their attendance for jury service and the amount of wages they would have received had they not been on jury service.
- (b) The worker will notify the Centre as soon as possible of the date on which they are required to attend for jury service. They will also provide documentary proof of their attendance, the duration of such attendance and the amount received.

47 Study leave

- (a) A worker is entitled to two hours paid leave per week to attend courses approved by the Centre.
- (b) Study leave may be accrued throughout the year to be taken prior to exams or other forms of assessment, as a block of no more than 10 days.
- (c) A worker is entitled to paid leave to attend exams in courses approved by the Centre.
- (d) These provisions are to be read in association with the Centre's Study Leave Policy.

48 Special leave

A worker is entitled to two additional days paid leave per annum at the discretion of the Board in recognition of other leave requests not covered by this agreement eg personal emergencies, significant religious and cultural events, moving days.

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

49 Grievance and dispute settling procedures

- (a) The Centre and its workers recognise that individual and group problems arise from time to time and its 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) 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 Centre;
 - 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; or
 - any other matter that affects a worker in their employment.

(c) At all stages of the grievance process the Centre will ensure that the principles of natural justice are observed and employed.

(d) At all stages of the grievance process the Centre will ensure that the privacy of all affected workers are respected and confidentiality observed.

(e) *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 recommended the worker will discuss the matter with that person, or through staff meetings, before pursuing the formal steps of this grievance procedure.

However, the Centre also recognises its difficult in sensitive cases to expect a worker to confront a co-worker or Management Committee member over their behaviour or conduct. Where it is appropriate, and agreeable to the people involved, the Coordinator or another staff member may play a mediatory role. As well, the non-staff members of the Staff Support sub-committee may be contacted for advice or to play a mediatory role.

(f) *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 in writing with the Coordinator (unless the Coordinator is the subject of the grievance in which case the grievance should be given to the Principal Solicitor) and the Coordinator will make every attempt to resolve the matter promptly;

Step 2

If the matter remains unresolved, the worker(s) should request the Coordinator or Principal Solicitor to refer the grievance to the Management Committee, and the worker(s) should provide details of their grievance in writing.

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

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 afforded the opportunity to present their point of view.

Step 3

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

- (g) 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.
- (h) At any stage of the grievance process the parties may agree to asking an independent person from outside the Centre to play a mediatory role.
- (i) Nothing in this grievance procedure prevents a worker or workers pursuing a complaint under any relevant state or commonwealth legislation, e.g. the Anti-Discrimination Act.

50 Termination of employment

- (a) Termination of employment will not be harsh, unfair or unreasonable having regard to all the circumstances.
- (b) A worker's employment may be terminated by the Centre only through:
 - summary dismissal;
 - the counselling and disciplinary procedure;
 - invalidity; or
 - redundancy.
- (c) A worker will give 2 weeks notice of resignation or retirement.
- (d) Upon termination of employment for any reason the Centre 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 Chair or Secretary and dated

51 Counselling and disciplinary procedures

- (a) The Centre and its workers recognise that individual and group problems arise from time to time and its 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 Centre requires, wherever possible, that all workers attend accredited conflict resolution training within the first 6 months of their employment and follow-up training at least every 2 years. All existing workers will attend accredited follow-up conflict resolution training at least every 2 years
- (c) 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 Centre;
 - 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) At all stages of the grievance process the Centre will ensure that the principles of natural justice are observed and employed.

- (e) At all stages of the grievance process the Centre will ensure that the privacy of all affected workers are respected and confidentiality observed.

- (f) *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 recommended the worker will discuss the matter with that person, or through staff meetings, before pursuing the formal steps of this grievance procedure.

However, the Centre also recognises its difficult in sensitive cases to expect a worker to confront a co-worker or Management Committee member over their behaviour or conduct. Where it is appropriate, and agreeable to the people involved, the Coordinator or another staff member may play a mediatory role. As well, the non-staff members of the Staff Support sub-committee may be contacted for advice or to play a mediatory role.

- (g) *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 in writing with the Coordinator (unless the Coordinator is the subject of the grievance in which case the grievance should be given to the Principal Solicitor) and the Coordinator will make every attempt to resolve the matter promptly;

Step 2

If the matter remains unresolved, the worker(s) should request the Coordinator or Principal Solicitor to refer the grievance to the Management Committee, and the worker(s) should provide details of their grievance in writing.

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

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 afforded the opportunity to present their point of view.

Step 3

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

- (h) 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.
- (i) At any stage of the grievance process the parties may agree to asking an independent person from outside the Centre to play a mediatory role.
- (j) Nothing in this grievance procedure prevents a worker or workers pursuing a complaint under any relevant state or commonwealth legislation, e.g. the Anti-Discrimination Act.

52 Summary dismissal

- (a) Nothing in this Agreement limits the power of the Centre to summarily dismiss a worker for serious misconduct, which may include willful disobedience, dishonesty, fraud, sexual harassment, physical assault, breach of confidentiality or abandonment of employment.
- (b) The ICLC Co Chairs may decide, given the circumstances of the worker's conduct or the implications for the Centre's operations, to suspend the worker with pay, pending a decision by the Management Committee.

53 Invalidity

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 sickness and carers leave plus the severance payments set out at table 2.

54 Redundancy and the introduction of change

- (a) The Centre will notify and fully consult its workers and the Union in advance 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, retraining needs, job opportunities, tenure, hours of work or location of work of any worker. The Centre will make all efforts to avert or minimise disadvantage to individual workers.

In accordance with these principles, the Centre will not take any pre-emptive action until consultation with staff and/or the Union have been exhausted.

- (b) Where the Centre, following consultation: 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 Centre will immediately notify in writing the Union and the worker affected. The Centre 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. The Centre will make all attempts to secure employment for the affected worker at another community legal centre.
- (c) Prior to giving notice to a specific worker of termination or reduction of hours under sub-clause (b), the Centre will invite expressions of interest from other workers to reduce their hours or to take voluntary redundancy in substitution to the specified worker.

The Centre 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 retraining opportunities of both workers.

A worker who volunteers under this sub-clause is entitled to all the periods of notice, payments under Table 2 and other conditions under this Agreement as if the worker was the subject of the decision under sub-clause (b).

- (d) A worker is entitled to at least 4 weeks written notice before the Centre implements a decision referred to at Sub-clause (b), or implements a decision to significantly alter a worker's job responsibilities (where that change does not also involve a reduction in salary). Workers being terminated for "technological" reasons will be given three months notice.
- (e) A worker who is subject to a decision at sub-clause (b) is entitled to severance pay or salary maintenance, whichever is appropriate, for the periods set out in table 2, in addition to the 4 week notice period under sub-clause (d).

- (f) 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.

- (g) 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.

- (h) A worker may terminate their employment before the end of the 4 week notice period under sub-clause (d). The worker will still receive the severance pay or salary maintenance payments, but will not be paid out the remainder of the notice period.
- (i) During the 4 week notice period under sub-clause (d) a worker is entitled to one day per week on paid time to seek alternative employment.
- (j) When a decision is made under sub-clause (b) to terminate a worker's employment, the Centre will notify the local office of Centrelink (or its statutory successor) as soon as possible, giving relevant information including the number of workers affected, the timeframe involved and the nature of the work performed by the workers affected.
- (k) The Centre may, in respect of a specific termination under this clause, apply to the NSW Industrial Relations Commission to reduce the severance payments at Table 2 on the basis of financial incapacity to pay. The Centre may not make such an application in respect of a worker who elects to take voluntary redundancy under sub-clause (c).

Table 1 - Miscellaneous allowances and payments

Motor vehicle allowance	.51cents per km
Meal allowances	Reimbursement for reasonable expenses (with receipts)
First aid allowance	\$7.72 per week \$1.54 per day

Table 2 - Redundancy - period of notice

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

Table 3 - Severance pay rates

Period of Service	Under 45 years of age	45 years of age and over
Less than 1 year	Nil	Nil
1 year and up to 2 years	4 weeks	5 weeks
2 years and up to 3 years	7 weeks	8.75 weeks
3 years and up to 4 years	10 weeks	12.5 weeks
4 years and up to 5 years	12 weeks	15 weeks
5 years and up to 6 years	14 weeks	17.5 weeks

6 years and over	16 weeks	20 weeks
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SIGNATORY PAGE

Signed for and on behalf of)
INNER CITY LEGAL CENTRE)
by [name and position of signatory]) _____

Signed for and on behalf of)
AUSTRALIAN SERVICES UNION)
by [name and position of signatory]) _____