

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/171

TITLE: Marrickville Legal Centre Enterprise Agreement

I.R.C. NO: 0/84

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**NEW AGREEMENT OR
VARIATION: New**

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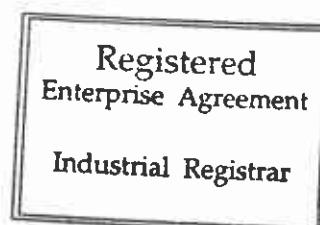
**COVERAGE/DESCRIPTION OF
EMPLOYEES: Applies to all employees of Marrickville Legal Centre**

PARTIES: Australian Services Union of N.S.W. -&- Marrickville Legal Centre



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MISCELLANEOUS ALLOWANCES AND PAYMENTS 25**SIGNATORIES** 26**PART I - OPERATION OF THE AGREEMENT****1 Coverage and Title of Agreement**

This Agreement is to be known as the Marrickville Legal Centre Enterprise Agreement.

This agreement governs the terms and conditions of employment of all employees of Marrickville Legal Centre. This agreement shall be read in conjunction with the Social and Community Services Employees (State) Award, provided that where there is any inconsistency between the Award and this Agreement, this Agreement shall prevail to the extent of inconsistency. Should any changes occur to the Award during the life of this Agreement which results in conditions above those contained within 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) Marrickville Legal Centre and its Committee 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 18 months.

4 Access to this Agreement

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

5 Purpose, interpretation and definitions

- (a) This Agreement applies to a Community Legal Centre which encourages co-operative work practices between workers and between workers and the Management Committee. Marrickville Legal Centre is committed to providing free, independent legal assistance to the public, and works towards reform of the law and the legal system.
- (b) 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) In this enterprise agreement the following definitions apply:

"Agreement" means the Marrickville Legal Centre Enterprise Agreement.

"Centre" means Marrickville Legal Centre and its Management Committee;

"Executive" means the group comprised of the Chair, Secretary and Directors of the Management Committee.

"Management Committee" means the group comprised of Community Representatives and Staff, with delegated responsibilities from the Executive.

"Worker" means an employee of Marrickville Legal Centre;

"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



PART II - ENGAGEMENT OF WORKERS

6 Conditions of employment

- (a) 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 (ie permanent, casual, fixed term or under a subsidised employment scheme);
 - (e) the worker's entitlement to, and possible liability to reimburse, the payment of a practicing certificate or other professional fee and
 - (f) attaching a copy of this Agreement.

7 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.

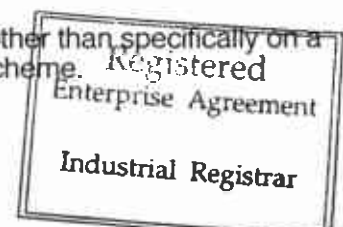
8 Part-time employment

- (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) Upon returning from parenting leave a worker is entitled to work part time in the same position they held prior to taking parenting leave or, if this is not reasonably practical, in a position of similar duties and status at hours and days agreed with the Centre and for an agreed period.
- (f) A full time worker may negotiate with the Centre to convert their position to part time, either permanently or for an agreed temporary period.
- (g) A worker who has converted from full time employment to part time employment for an agreed temporary period, either following parenting leave or otherwise, is entitled to revert to full time hours before the end of the agreed period provided they have given the Centre a suitable period of notice.

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

9 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.



10 Casual employment

- (a) A casual worker is specifically engaged as such, is employed on a daily basis for a minimum shift of three hours and for a total of no more than 755 hours at a time (the equivalent of thirteen weeks full time employment).
- (b) A casual worker will be informed in writing upon engagement that:
 - (i) they are hired by the hour;
 - (ii) subject to being paid a minimum shift of 3 hours, they will be paid for actual time worked;
 - (iii) they are not entitled to payment for public holidays not worked nor payment for paid leave of any type other than Long Service Leave.
- (c) A casual worker will be paid the appropriate hourly rate under this Agreement plus a loading of 24.6% for ordinary working hours. This loading is inclusive of any statutory entitlement the worker has to annual holiday payments.
- (d) Where a casual worker is subsequently employed by the Centre on a permanent basis the worker's previous periods of employment in the last 6 months will be counted as service for all purposes except the calculation of leave under this Agreement, but the Long Service Leave Act will continue to apply.

11 Fixed term employment

- (a) A fixed term worker is specifically engaged to work for no more than 52 weeks, either full-time or part-time:
 - (i) in a position which is temporary in nature for a specified period of time;
 - (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).
- (e) The employment of a fixed term worker may be extended once only, and only up to a total employment of 18 months.
- (f) These conditions are to be read in association with the additional guidelines set out in the Internal and External Locum Placement Policy.

12 Subsidised Employment Schemes

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



13 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.
- (b) Individual job descriptions will be reviewed annually through the Staff Appraisal and Development System.

14 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**15 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 6pm 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 commence work on that day at 2pm.
- (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.

16 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.
- (c) These hours will be treated as overtime and be added to the worker's time-in-lieu credits.

17 Overtime and absences on time-in-lieu

- (a) Any hours worked overtime will be recompensed through the time in lieu system and by leave during the Christmas closure (cl 39), except for workers employed under subsidised employment schemes and casuals who will be paid single time (plus loading in the case of casuals).



- (b) Overtime means work performed at the direction of the Centre or due to the demands of the worker's position, either outside the hours of 8am to 6pm Monday to Friday or during meal breaks or in excess of 70 hours in a pay fortnight.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) Absences on time-in-lieu may be for a full or part day and will normally be arranged through staff meetings. Absences will be at times consistent with the needs of a worker's position and of the Centre, and at times suitable to the personal needs of the worker.
- (g) No worker will be entitled to take off more than 21 hours time in lieu in one block.
- (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.

- (i) The provisions of this section are to be read in association with the "Time-In-Lieu Policy".
- (j) Workers will be required by the Centre to perform overtime only after being given reasonable notice or in emergency situations.

18 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 6.30pm to 9pm, and workers who supervise this service will be recompensed in accordance with clause 18(c).
- (c) In consideration of the responsibilities involved in supervising an evening advice session a worker will receive a supervision allowance at the rate set out in Table 1.
- (d) In offering employment to a worker the Centre will advise whether evening work is required and confirm this in the letter of appointment.

19 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

20 Rates of pay

	<u>Bottom of Starting salary range</u>
Year 1	34 478 \$18.89p/h
Year 2	35 819 \$19.62p/h
Year 3	37 002 \$20.27p/h
Year 4	38 708 \$21.21p/h
Year 5	<u>40 824</u> <u>Top of Starting salary range</u> \$22.37p/h
Year 6	43 684 \$23.93p/h
Year 7	45 912 \$25.15p/h

Salaries with wage packaging

	Adjusted Salary	Hourly rate	Wage Pack	True value of Salary
Year 1	24 559	\$13.45p/h	\$7 500	\$39 178
Year 2	25 877	\$14.17p/h	\$7 500	\$40 496
Year 3	26 978	\$14.78p/h	\$7 500	\$41 597
Year 4	28 486	\$15.60p/h	\$7 500	\$43 105
Year 5	<u>30 576</u>	<u>\$16.756/h</u>	<u>\$7 500</u>	<u>\$45 195</u>
Year 6	33 729	\$18.48p/h	\$7 500	\$48 348
Year 7	35 387	\$19.39p/h	\$7 500	\$50 006

- (b) The interview panel will have the discretion to offer new employees a salary from within the starting salary range. The panel will use the existing criteria of voluntary and paid work experience and qualifications to base their judgement on and take into account current salaries paid to existing staff with similar experience and qualifications.
- (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 National Wage Case decision to all workers' salaries. As well, in consultation with the Union salaries will be reviewed annually by the Centre, taking into account funding allocations, any National 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.

Rates will be
 Enterprise Agreement
 Industrial Registrar

21 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 Friday for the fortnight ending on that 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 pay day, setting out the gross and net salary, allowances paid, tax and other amounts deducted, superannuation payments and the net amount to be paid.
- (f) Upon ending employment, wages due to a worker will be paid on the last day of work or, by arrangement with the worker, either forwarded by post or deposited into the worker's bank account on the next working day.

22 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 equal 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 12 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 cheques made out to a nominated recipient and it will be the worker's responsibility to forward the cheque to that recipient.
- (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) The amount of gross salary to be subject to the wage package arrangements will be set by the Centre in consultation with workers and the Union.



23 Staff Appraisal and Development

- (a) After three months employment, and at each anniversary of beginning employment, a worker will undergo an appraisal of their needs, aimed at giving the worker a forum to assess their work performance and skills, receive feedback, identify staff development and training needs, and to set achievable goals for themselves and the Centre.
- (b) Staff appraisal and development will occur in accordance with the guidelines of the Staff Appraisal and Development System.

24 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, in accordance with the Centre internal locum policy.

25 Superannuation

- (a) Calculated from the date of appointment the Centre will contribute in respect of a worker the equivalent of 7% (1999) (8% 2000/2001) 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**26 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 the rate set out at table 1.
- (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 or, where a worker's own vehicle is damaged in the accident and they do not have the relevant insurance coverage, the Centre will meet the cost of repairs up to the maximum amount set out in Table 1.
- (c) Clauses 26a and 26b applies only to registered vehicles and workers with a current 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 9.00pm 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 meal and accommodation allowances at the rates set out at table 1 (except where accommodation and/or food has been paid by the Centre, eg as part of conference registration costs).

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- (g) As is set out in clause 18, workers supervising the evening roster will receive a supervision allowance at the rate set out in Table 1.
- (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 child care costs.

27 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.

28 Access to the workplace for childcare

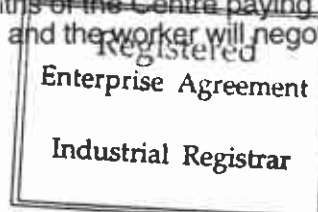
- (a) Where unforeseen circumstances arise which make alternative childcare arrangements impractical, a worker responsible for the care of a child may bring the child to work if it does not conflict with the performance of the worker's or other workers' duties.

29 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.

30 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 fulfil the duties of their position.
- (b) Should a worker terminate their employment within 3 months of the Centre paying the cost of their certificate, fees or other accreditation then the Centre and the worker will negotiate 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.

31 Vicarious liability

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

PART VI - LEAVE

32 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.

33 Sick leave

- (a) A worker is entitled to 15 days (105 hours equivalent) paid sick leave in each year of service, with any unused credit being carried over to accumulate with following years' credits up to a limit of 60 days (420 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 recredited.

34 Carers leave

- (a) A worker is entitled to 5 days (35 hours) paid carers leave in each year of service.
- (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. See (34) (g) (ii)
- (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 has exhausted their carers leave credits the Centre has the discretion to advance the worker's carers leave credits from the coming year, and/or the worker shall have access to their sick leave credits for the purposes of caring for someone in accordance with clause 34 (g).

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- (f) Where a worker would have been entitled to carers leave but for being absent on time in lieu, carers leave will be paid for the relevant period and the equivalent period of time in lieu will be recredited.
- (g) An employee other than a casual employee, with responsibilities in relation to a class of person set out in 34(g.ii) 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 will be taken for part of a single day.

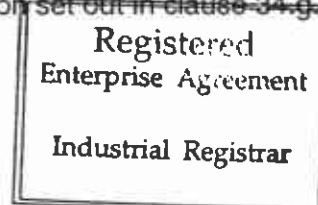
The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this clause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

The entitlement to use sick leave in accordance with this clause is subject to:

- (i) The employee being responsible for the care of support of the person concerned; and
- (ii) The person concerned being:
- (a) a spouse of the employee; or
 - (b) 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
 - (c) 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; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis or;
 - (e) a relative of the employee who is a member of the same household, where for the purpose of this paragraph:
 1. 'Relative' means a person related by blood, marriage or affinity;
 2. 'Affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
 3. 'Household' means a family group living in the same domestic dwelling.

(h) 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 that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(l) 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 clause 34(g.ii).



35 Additional sick leave relating to chronic or serious illnesses

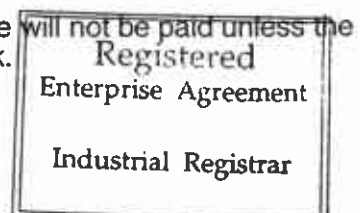
- (a) A worker with a chronic or serious illness or condition, or a worker caring for someone with a chronic or serious illness, is entitled to up to 5 days (thirty-five hours) paid leave each year if all sick leave and carers leave has been used.
- (b) This leave is not cumulative from year to year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

36 Workers compensation make-up pay

- (a) Where a worker is receiving workers compensation payments arising out of the workers' employment with the Centre, and those payments are less than the worker's ordinary weekly earnings, the Centre will make up the difference by additional payments to the worker.
- (b) The worker may elect to use their sick leave credits to make up the shortfall in workers compensation payments if and when payments by the Centre under this clause have ceased.
- (c) Payments under subclause (a) will continue for a total number of weeks, over one or more separate periods in respect of the one injury,
- for 26 weeks/910hrs or more by negotiation with the Centre.
- (d) The Centre's liability under subclause (a) arises at the date of injury and the Centre remains liable for these payments even where the worker's employment has been terminated for any reason.
- (e) The liability of the Centre to pay make up payments under this clause is limited to a period of incapacity which occurs after this agreement and where that incapacity relates to an injury received within 6 months prior to the date of this Agreement.

37 Recreation leave

- (a) A worker is entitled to 4 weeks recreation leave in each year of service, with any unused credit being carried over to accumulate with following years' credits. Leave will accumulate at the rate of one third of a week per month.
- (b) A worker may take recreation leave on a pro-rata basis after 6 weeks work.
- (c) A worker planning recreation leave will consult other workers through staff meetings about a period of leave that is consistent with the needs of the worker's position and of the Centre, and that is suitable to the personal needs of the worker. The worker must formally seek approval from the Centre for leave.
- (d) Any public holiday during a worker's recreation leave will be counted and paid as such, and not as recreation leave, if the worker would otherwise have been entitled to that public holiday.
- (e) Recreation leave should not be accumulated beyond a maximum of 8 weeks, and the 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, recreation leave will not be paid unless the worker takes the corresponding period of absence from work.



- (g) When a worker finishes employment they will be paid all accrued recreation leave plus leave loading.
- (h) The rate of pay for recreation leave is the ordinary rate of salary plus a leave loading bonus of 17.5% of the gross salary for the period of leave. However, where the Centre has allowed a worker to anticipate future leave credits, leave loading will not be paid on that portion of recreation leave until the date the leave credit would otherwise have accrued.
- (i) Where a worker would have been entitled to sickness and carers leave but for being on recreation leave, sickness and carers leave will be paid for the relevant period and the equivalent period of recreation 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.

38 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) Where a part time worker of 21 hours or more per week is not due to work on the day of a public holiday, and therefore not entitled to paid leave, they will be credited with pro rata time in lieu in respect of that public holiday.
- (c) By agreement between the Centre and a worker another day may be substituted for any public holiday.
- (d) Indigenous Australian workers are entitled to NADOC Day as an additional public holiday.

39 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 recreation leave and cannot be deferred or accrued or paid out on termination.

40 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.
- (d) Applications for LWOP shall be made in accordance with the policy of the Centre.

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41 Long service leave

- (a) Workers are entitled to and accrue paid long service leave in accordance with the Long Service Leave Act 1955 (NSW), except workers may take paid leave after 5 years service on the basis of:
- (i) 6 weeks leave at 5 years service;
 - (ii) pro rata up to 12 weeks at 10 years service; and
 - (iii) pro rata for years of service over 10 years service.

Accrued long service leave credits will be paid out on termination of employment, including resignation or retirement, after 5 years service, except where termination was by summary dismissal under clause 52.

However, where any time after 12 months service a worker resigns due to ill-health, supported by appropriate medical evidence, or terminated on the grounds of invalidity under clause 53, accrued long service leave credits will be paid out.

42 Parenting leave

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

Maternity leave

- (1) A female worker taking leave for the birth of a child will be entitled to 12 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.

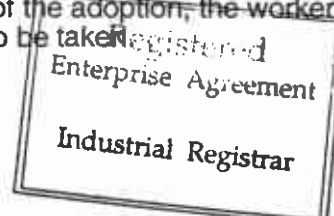
At least 10 weeks prior to the presumed date of confinement the worker will give the centre written notice of that date of confinement. The worker will also give the Centre at least 4 weeks written notice of the proposed start of parenting leave and of the intended duration of the leave.

Adoption leave

- (1) A worker taking leave to adopt a child is entitled to 12 weeks paid leave and the balance unpaid, if they are to be the primary carer of the child, with all periods of leave to be taken within two years after adoption.

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

As promptly as possible following the worker receiving the relevant government approval to adopt, the worker will advise the 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 parenting leave to be taken.



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.

Leave for partners

- (1) A worker whose partner has either adopted or given birth to a child is entitled to 9 weeks paid leave and the balance unpaid if they are to become the primary carer of the child and their partner:
 - (i) is employed and entitled to 3 weeks or less paid parenting/maternity leave; and
 - (ii) is returning to work within 6 weeks of the child being born or being adopted.

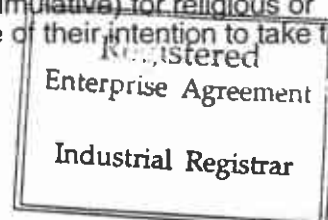
- (c) A worker with less than 12 months service is entitled to paid and unpaid parental leave on a pro rata basis.
- (d) A worker may elect to convert a period of paid leave to half pay over double the period.
- (e) A female worker will not be directed by the Centre to carry out work which may endanger her pregnancy.
- (f) A worker may, by giving 4 weeks written notice, return to work before the scheduled end of their parental leave.
- (g) Workers are also entitled to the maternity, paternity and adoption leave provisions of the NSW Industrial Relations Act 1996, as amended.
- (h) Upon returning from parenting leave a worker is entitled to:
 - (i) work part time in the same position they held prior to taking parenting leave or, if this is not reasonably practical, in another position of similar duties and status, at hours and days agreed with the Centre and for an agreed period; or
 - (ii) return to their previous position at the pre-leave hours and conditions of employment.
- (i) Absence on unpaid parental leave does not break continuity of service but does not count as service for the purposes of calculating increments or any entitlements to leave under this Agreement. The conversion of full pay leave to half pay over double the period under subclause (h) is to be regarded, for the purpose of calculating periods service, as being the period of full pay leave.

43 Bereavement leave

- (a) A worker may take three 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 subclause, to extend the paid or unpaid leave.

44 Religious/Traditional Law Leave

- (a) A worker may take in each year 2 days paid leave (non-cumulative) for religious or traditional law days. A worker shall give reasonable notice of their intention to take the leave.



45 Jury service leave

- (a) Provided a worker gives the Centre adequate notice, evidence of the duration of their attendance and the amount of fees received from the court, the Centre will pay to a worker who was called for jury service the difference between salary and court fees.
- (b) The maximum payment (as opposed to the maximum period of leave) for jury service leave in a year is the equivalent of one week of the worker's salary.

46 Study leave

- (a) A worker is entitled to four 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 5 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 Centres Study Leave Policy.

47 Sabbatical leave

- (a) A worker who has had 3 years of service, may apply for sabbatical leave in accordance with the policy of the Centre, on the basis of 3 weeks leave and a further weeks leave for every year of service after the 3rd year.
- (b) Sabbatical leave is available to undertake activities which enhance the worker's skills, knowledge or experience relevant to their work, such as to do research, field visits, work placements or courses of study, amongst other things.
- (c) Sabbatical leave is not to be used for activities which are part of the worker's normal staff training and development and which should ordinarily happen as part of the worker's employment.

48 Trade union training leave

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

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) In the interests of a harmonious and productive workplace the Centre requires that all workers attend 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 conflict resolution training within 6 months of this Agreement and follow-up training at least every 2 years

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