

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/161

TITLE: NSW Federation of Housing Associations Inc Enterprise Agreement 2002

I.R.C. NO: 2002/1490

DATE APPROVED/COMMENCEMENT: 4 April 2002

TERM: 4 October 2003

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 10 May 2002

DATE TERMINATED:

NUMBER OF PAGES: 40

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all the employees of the NSW Federation of Housing Associations Inc.

PARTIES: NSW Federation of Housing Associations Inc -&- the Australian Services Union of N.S.W.



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ENTERPRISE AGREEMENT

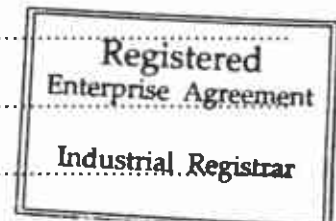
OF

**NSW FEDERATION OF
HOUSING ASSOCIATIONS INC**

Registered
Enterprise Agreement
Industrial Registrar

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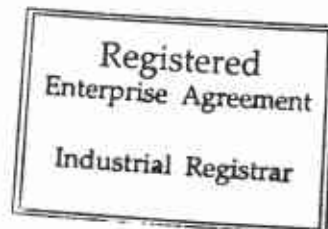
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ENTERPRISE AGREEMENT - NSW Federation of Housing Associations Inc.

1. Title

This Agreement is to be known as the NSW Federation of Housing Associations Inc Enterprise Agreement 2002.

2. Coverage of Agreement

This Agreement governs the terms and conditions of employment of all employees of the NSW Federation of Housing Associations Inc.

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 the inconsistency. Should any changes occur to the Award during the life of this Agreement which result in conditions above those contained within this Agreement, the parties shall make application to the Industrial Relations Commission of New South Wales to 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 whilst this Enterprise Agreement remains in force.

3. Parties Bound

This agreement is between:

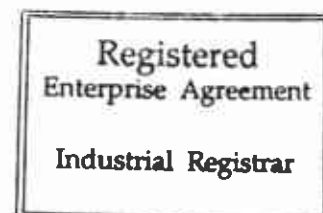
- a. NSW Federation of Housing Associations Inc.
- b. All employees
- c. The Australian Services Union of New South Wales ("the Union")

4. Operation of Agreement

This Agreement shall commence on and from the date of certification by the Commission and continue in force for a period of 18 months.

5. Access to this Agreement

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



6. **Definitions**

In this Enterprise Agreement, the following definitions apply:

"*Agreement*" means the NSW Federation of Housing Associations Inc Enterprise Agreement;

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

"*Commission*" means the Industrial Relations Commission of NSW;

"*Federation*" means the NSW Federation of Housing Associations Inc.

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

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7. **Equal Employment Opportunity**

- (a) The Federation is an equal employment opportunity (EEO) workplace. The Federation has a firm commitment to EEO principles and will ensure that no discriminatory policies or practices exist in any aspect of employment or when providing goods and services.
- (b) The Federation will also endeavour to identify and remove barriers to employment opportunities for particular groups who have been historically disadvantaged in employment. For example: women, Aboriginal and Torres Strait Islander people, people from racial, ethnic and ethno-religious groups and people with a disability.
- (c) The Federation will provide a flexible and safe work environment so that all staff, Federation members and service users can participate in, and access all relevant services and opportunities.

8. **Terms of Engagement**

Prior to commencing employment, the employer 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 or fixed term);
- (e) the length of the probationary period (where appropriate) and
- (f) attaching a copy of this Agreement.

The job description shall specify the duties to be performed by the employee, shall not be varied except by agreement between the employer and the employee.

9. **Full-time Employment**

A full-time employee shall mean an employee who is employed to work 36.75 hours per week in accordance with the hours of work conditions (Clause 14).

10. **Part-time Employment**

- a. A permanent part-time employee shall mean an employee who is employed to work regular days and regular hours which are less than the hours of a full-time employee.

- b. A part-time employee shall be paid an hourly rate calculated by dividing the ordinary weekly salary of an equivalent full-time employee by the number of ordinary hours worked per week by such equivalent full-time employee.
- c. The minimum hours of duty for a part-time employee on any one day is three hours.
- d. A permanent part-time employee shall receive the conditions of employment provided for by this agreement for full-time employees at a rate in proportion to the number of hours worked each week by such part-time employees.

11. Fixed Term Employment

- (a) A fixed term employee 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 employees 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 employer 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 employer an employee is subsequently re-employed as a permanent employee, 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 employee may be extended once only, and only up to a total employment of 18 months.

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12. Casual Employee

- a. A casual employee shall mean an employee who works on an irregular basis and is engaged by the hour and paid as such.
- b. A casual employee shall be paid an hourly rate equal to one 36.75th of the appropriate weekly rate prescribed by the attached NSW Federation of Housing Associations Salary Structure plus an additional loading of twenty-five percent for ordinary hours worked inclusive of any statutory entitlement the worker has to annual holiday payments.
- c. The minimum period which a casual employee can be required to work is 3 hours.
- d. A casual employee shall not be employed for more than a period of 12 weeks consecutively.

13. Probationary Employees

- (a) New employees (except employees engaged on a casual basis) shall be employed for a three month probationary period at the commencement of their employment. Employees shall be told the length of the probationary period before they accept the offer of employment, for example at the interview or when the offer of employment is made.
- (b) The employee's performance will be assessed throughout the probationary period and the employee will be given feedback about their performance. Where areas of unsatisfactory performance are identified, the probationary employee will be made aware of these; the standards of satisfactory performance required and the dates by which they are to be achieved.
- (c) The continued employment of the employee is dependent on their successful completion of the probationary period. Where an employee has successfully completed the probationary period, their appointment will be made permanent. When an employee has been made permanent they will receive a letter of permanent appointment which they are to sign.
- (d) Where at the end of the probationary period, there remain some concerns about the employee's performance, discussions between the employee and his/her Manager will be held. At those discussions, the Manager will highlight the concerns about the employee's performance.
- (e) Where the employee's performance does not meet the standard required for the job, the following may occur:
 - i) The Executive Director will discuss any concerns with the new employee and if appropriate offer training or some flexibility with the job description; or
 - ii) The employee's employment may be terminated.
- (a) If the employee is not happy with any decision made they can refer to the Grievance and Dispute Settling Procedure in Clause 28.



14. Hours of Work

- a. The office hours for the organisation are 9.00am to 5.00pm, Monday to Friday inclusive. All staff have a responsibility to implement systems to ensure that the office is staffed during office hours, except in the case of public holidays and agreement with the State Council.
- b. The spread of ordinary hours shall be 7.00am to 7.00pm, Monday to Friday inclusive.
- c. The base hours of work shall be 36.75 hours per week for a full-time employee and pro-rata for part-time employees.
- d. The core hours shall be 10.00am to 4.00pm, Monday to Friday, lunch time excluded, for full-time employees and may be varied for other employees by mutual agreement with the State Council.
- e. An ordinary working day shall be defined as follows - hours per week divided by five (5) days per working week equal hours of an ordinary working day. This ordinary working day shall be used to calculate sick leave, annual leave etc.

- f. An employee may arrange their hours provided they are within the range of ordinary hours specified and the employee is on duty during core hours.
- g. An employee may choose to vary their work hours on a flexi-time basis within the ordinary hours to accumulate hours. An employee can be in credit to maximum of 36.75 hours or in debit up to a maximum of 7 hours without gaining specific permission from the employer. However, once either of these limits are reached, written permission must be gained from the employer to increase them.
- h. Accumulated flexi time may be taken by prior mutual agreement between the employee and their supervisor or State Council. A maximum of the equivalent of 2 ordinary working days may be taken at any one time with prior approval of the Executive Director or the State Council.
- i. All work outside the ordinary hours of work must be by prior mutual agreement between the employee and supervisor or State Council. An employee required to work outside ordinary hours of work or who has worked 10 hours or more in one day shall be entitled to one and half hours time-in-lieu for every extra hour worked.

Hours of work/summary

Office hours:	Monday to Friday 9am to 5pm (clause 14a)
Base hours:	Employees normal number of hours worked each week (clause 14c)
Regular hours:	Employees normal times for work each week
Ordinary hours:	Monday to Friday, 7am to 7pm
Core hours:	Monday to Friday, 10am to 4pm (clause 14d)

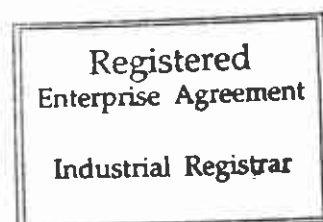
15. Meal Breaks

- a. A lunch break of not less than thirty minutes and not more than two hours shall be taken each day provided that no employee shall be required to work more than five hours continuously without a meal break.
- b. A dinner break of not less than thirty minutes and not more than two hours may be taken where duty extends beyond 7pm on any day. The first thirty minutes of such a break will be paid where the employee is required by State Council to work such hours.

16. Public Holidays

- a. Employees shall be entitled, without loss of pay, to the following public holidays:

New Years Day;
 Australia Day;
 Good Friday;
 Easter Saturday;
 Easter Monday;
 Anzac Day;
 Queen's Birthday;
 Labour Day;
 Christmas Day;
 Boxing Day; and



any other day gazetted as a public holiday for the State

- b. When a public holiday is observed during the employee's period of annual leave, the employee shall be paid an additional day's pay or be granted an additional day's leave without loss of pay.
- c. An employee required to work on a public holiday shall be paid double time and a half with a minimum payment for four hours' work.
- d. Any indigenous Australian employee shall be entitled to NADOC Day as a Public holiday without loss of pay.

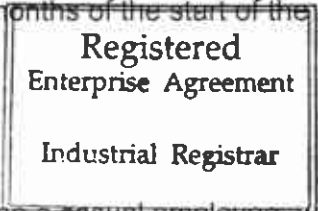
17. Sick Leave

- a. An employee shall be entitled to be absent without loss of pay on account of personal illness or injury not sustained in the course of duty for ten (10) days in each twelve (12) months of service for full time employees and on a pro-rata basis for part-time or temporary employees. An employee taking more than two (2) consecutive days sick leave shall provide proof of such illness or injury in the form of a medical certificate.
- b. The employer may grant further sick leave at its discretion.
- c. If the full period of sick leave prescribed in clause 17a is not taken in any one year, the remaining entitlements shall be cumulative to a maximum of fifty (50) days.
- d. The employer shall not terminate the services of an employee whilst on sick leave taken pursuant to clauses 17a to 17c except in the case of the funding body discontinuing the grant for the position.
- e. If the employee becomes sick or is injured while on annual leave so that the employee is unable to derive benefit from their annual leave, they shall be entitled, if so elected, to convert that period of annual leave to sick leave (if entitled to sick leave) and take the outstanding annual leave at a time convenient to the employer. Proof of such illness or injury in the form of a medical certificate shall be provided for the employer.
- f. Accrued sick-leave shall not be paid upon termination of employment.
- g. Entitlements for short term employees to be accrued from contract to contract if renewal of contract is within twelve months of the start of the previous contract.

18. Carer's Leave

a. Use of Sick Leave

- i. An employee other than a casual employee, with responsibilities in relation to a class of person set out in 18(a)(iii)(2) who needs the employee's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for at clause 17 of the Agreement, for absences to provide care support for such persons when they are ill. Such leave may be taken for part of a single day.
- ii. The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal



circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

iii. The entitlement to use sick leave in accordance with this subclause is subject to:

- 1) the employee being responsible for the care and support of the person concerned; and
- 2) the person concerned being:
 - (i) a spouse of the employee; or
 - (ii) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned 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
 - (iii) a child or an adult (including an adopted child, a stepchild, a foster child or an ex-nuptial), 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
 - (iv) the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (v) member of the same household, where for the purposes of this paragraph:
 - (a) "relative" means a person related by blood, marriage or affinity;
 - (b) "affinity" means a relationship that once spouse, because of marriage, has to blood relatives of the other; and
 - (c) "household" means a family group living in the same domestic dwelling.

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

b. Unpaid Leave for Family Purposes

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in 18(a)(iii)(2).

c. Annual Leave



- i. An employee may elect with the consent of the employer, subject to the Annual Holidays Act 1944, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
 - ii. Access to annual leave, as prescribed in paragraph 18(c)(i) above, shall be exclusive of any shutdown period provided for elsewhere under this Agreement.
 - iii. An employee and the employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- d. **Make-Up Time**
- An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Agreement, at the ordinary rate of pay.

19. Annual Leave

- a. Annual leave shall be granted and paid in accordance with the terms of the Annual Holidays Act, 1944.
- b. Leave loading is payable in addition to the pay for the period of annual leave taken and due to the employee under the Annual Holiday Act, 1944.
- c. The loading is to be calculated in relation to any period of annual holiday to which the employee becomes or has become entitled (but excluding days added to compensate for public holidays).
- d. The loading is the amount payable for the period at the rate per week of 17.5% of the appropriate ordinary weekly pay rate immediately before the annual holiday to which the employee becomes or has become entitled (but excluding days added to compensate for public holidays).
- e. No loading is payable to an employee who takes an annual holiday partly or wholly in advance, provided that, if the employment of such an employee continues until the day when she or he would have become entitled to an annual holiday, the loading then becomes payable in respect of the period of such annual holiday and it is to be calculated in accordance with sub-clause b) of this clause.
- f. On termination, an employee will be paid leave loading on all annual leave outstanding.
- g. Leave loading will be paid as an additional component at the time of the salary payment which includes the annual leave payment.
- h. Leave loading will be paid for any annual leave taken during the first year of employment at the time of the first anniversary of appointment.
- i. An employee will provide the employer with 2 weeks written notice of intention to take annual leave unless exceptional circumstances apply. Applications for annual leave must be directed to employer.

- j. At the approval of the employer, annual leave can be taken in any combination of days with a minimum of one (1) day and a maximum of six (6) weeks.
- k. Annual leave can be taken in advance at the discretion of the employer.
- l. The agency will be closed from 12 noon on 24th December until 2nd January except when these days fall on a weekend and employees will receive normal pay for these days. All full time employees are required to nominate the Christmas public holidays as three (3) of their cultural days and that the remaining working days between Christmas and January 2nd be granted as additional paid leave. A pro-rata arrangement will apply to part-time employees.
- m. Entitlements for short term employees to be accrued from contract to contract if renewal of contract is within twelve months of the start of the previous contract.
- n. An employee should take annual leave within eighteen months of entitlement to that leave. Special permission must be applied for from the employer to defer taking annual leave by more than eighteen months.

20. Staff Training and Development

- a. The Federation actively encourages the participation of all staff in continuing education, training and development activities that will enhance personal and professional knowledge and skills.
- b. The Federation will allocate no less than 2% of its annual payroll to staff training and development. The staff training and development budget can be used to pay fees, conference registrations and travel costs.

21. Conference Leave

- a. An employee is classified as on duty when attending conferences relevant to the employee's work. Such leave must be authorised in advance by the Executive Director.
- b. An employee who is authorised to attend a conference on a day which is not their ordinary day of work, or outside their ordinary working hours, shall be granted time in lieu for every such hours of attendance at the conference.
- c. The employee shall be entitled to reimbursement for any reasonable additional expenses associated with attendance at the conference by prior agreement of the Executive Director.

22. Study and Examination Leave

- a. After twelve (12) months of service (unless by prior agreement with the employer upon commencement of employment) a permanent employee may apply for paid study leave to a maximum of two (2) hours per week for a full-time employee and pro-rata for a part-time employee.
- b. All applications for study leave shall be considered on an individual basis by the employer and consideration given to the relevance of the study to the employee's current position and future development within the organisation, and the impact of the leave on the employee's workplan, other team members and the service.

- c. No more than two (2) hours study leave shall be taken per week except in the following circumstances; study leave can be taken at times of examination to a maximum of 2 days; study leave can be taken to a maximum of 3 days for compulsory attendance at an educational institution for the purpose of sitting exams.
- d. The maximum study and examination leave which can be taken in any twelve (12) month period shall be seventy (70) hours for a full-time employee and pro-rata for a part-time employee.

23. Special Leave

Compassionate Leave

- a. Employees shall be entitled to 3 days per year paid leave for compassionate reasons which shall include but not be limited to death or illness of a person with whom the employee has a bona fide domestic or familial relationship or other significant bond. Pro-rata conditions apply for part-time staff. Family includes blood relatives and other significant persons. This leave is not cumulative.
- b. The employer may offer extended compassionate leave at their discretion.

Leave to Attend Jury Duty

- c. An employee shall be entitled to leave to attend jury service. Where payment for such service is less than the amount that the employee would receive in respect of the ordinary time they would otherwise have worked, the employer shall pay the employee the difference for the period of service.
- d. An employee shall notify the employer as soon as possible of the date upon which they are required to attend for jury service and shall provide proof of such attendance, the duration of attendance and the amount received in respect of such jury service.

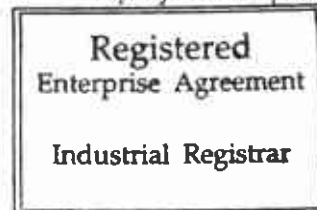
Leave to Donate Blood

- e. An employee shall be entitled to paid leave where such leave is for the purpose of donating blood and provided that the donation takes place within the local government area where the office is based.

24. Parental Leave

The provisions of the *NSW Industrial Relations Act 1996* will apply and will be varied only by the higher conditions listed below for which the intention is to remove any gender bias and to extend the provision to adoptive parents.

- a. An employee shall be entitled to Parental Leave if they are the parent, or are responsible for the care and maintenance, of the child born or to be born.
- b. An employee shall be entitled to one week's paid parental leave and twelve (12) months unpaid parental leave.
- c. Adoptive parents shall be entitled to the same conditions on the adoption of the child as those granted to biological parents under this clause with respect to the birth of a child.



- d. All Parental Leave shall be taken at the discretion of the employee and with due written notification being given to the employer.

25. Long Service Leave

- a. The provisions of the *Long Service Leave Act 1955*, shall apply except as provided by this clause.
- b. An employee shall be entitled to paid long service leave after five (5) years service on a pro-rata basis of 8.7 weeks per ten (10) years of service.
- c. Accrued long service leave credits will be paid out on termination of employment, including resignation or retirement, after five (5) years service, except where termination is by summary dismissal.

26. Travel Costs

- a. All work related travel shall be authorised, taken and reimbursed in accordance with the current Travel Policy of the NSW Federation of Housing Associations.

27. Child Care

- a. An employee responsible for the care of a child shall be entitled to bring the child to work if circumstances necessitate it, provided this does not conflict with the employee's performance or the performance of other employees of their duties. Responsibility for deciding if this provision conflicts with an employee's performance of duties rests with the State Council and the Executive Director.
- b. The employer will pay for additional child care costs incurred through the employee being directed by the State Council to be on duty outside the office hours of full time staff and the regular hours of part-time staff. Any claim for payment of child care must be directly approved in advance by the State Council.

28. Grievance and Dispute Settling Procedure

- a. The Federation and its employees recognise that individual and group problems arise from time to time. The parties are committed to resolving grievances through open communication and in a manner consistent with co-operative work practices.
- b. The purpose of this procedure is to provide all employees with clear guidelines when dealing with a workplace grievance. The overall aim is to settle grievances quickly and internally in a non-discriminatory and positive manner.
- c. The following principles shall apply:
- i. grievances shall be dealt with in a fair and constructive manner;
 - ii. the views of all involved should be seen as having equal validity, unless proven otherwise;
 - iii. people should respect the confidentiality of all other staff, members, State Council members and other related parties;
 - iv. the outcome of any conflict is the improvement of the working relationship between people and thus improvement in staff morale. Other

improvements may include enhanced services and more appropriate policies and procedures;

- v. at any point in the process employees have the right to have a Union representative or advocate present to support or represent them.

d. **What are the options if you do have a grievance?**

- i. *Speak to the person causing the problem.* While this may not be appropriate in many cases, it may be the easiest way of resolving the issue if you do feel comfortable with speaking to the person. You can tell them that their behaviour, decision, actions, etc was unfair, offensive, discriminatory etc, and why you believe this to be so. The person may have been totally unaware of the affect of their behaviour or decision on you. By telling them you will give them a chance to redress the situation. Both parties should make attempts to resolve the issues genuinely.

- ii. *Speak to the Executive Director (E.D.).* If you do not want to speak to the person directly, you can tell your E.D. about your grievance. They will tell you what your options are. With your agreement, they may approach the person complained about and talk to them informally about your grievance. Alternatively you may decide to make a formal complaint.

- iii. *Make a Formal Complaint.* If you decide to make a formal complaint, this can be done by putting the complaint in writing and reporting it to the E.D. You may have a fellow employee or a Union representative attend the meeting with you when you report the complaint. The written complaint should contain a description of the incident(s), decision, behaviour in question, the time and date of the incident(s) etc, the names of any witnesses, your signature; and date of the complaint.

- iv. *Seek External Mediation.* For example a Community Justice Centre.

e. **The investigation**

- i. - Once a formal complaint is made, the matter will be investigated by the E.D. If the E.D. feels that there is a reason why they should not conduct the investigation (eg, they may be a friend of the person complained about), then a State Council member or sub-committee will conduct the investigation. To do this, the E.D. will contact the nominated State Council contact person (ie the President); the President will convene an Executive teleconference; and the Executive will decide on an individual or sub-committee to investigate.

- ii. The E.D. or nominated State Council member/sub-committee will then interview you, any witnesses, the person against whom the complaint is made, and that person's supervisor. You and the person against whom the complaint is made may have a support person with you when the interview is being conducted.

- iii. If the complaint is substantiated, the appropriate action will be taken (see below).

- iv. If the complaint is unsubstantiated, you will be given an explanation as to why that finding was made.

f. What are the outcomes?

- i. If the investigation reveals that your complaint is a valid one, a number of actions may be taken, depending on the nature of the complaint. A decision may be taken under Clause 29 Disciplinary Procedure or under Clause 30 Summary Dismissal.
- ii. If the investigation is inconclusive, ie the complaint cannot be proved due to lack of evidence, the Federation may nevertheless take a number of actions. These may include training of all staff, and monitoring behaviour of all staff.
- iii. If the matter remains unresolved the Union, in consultation with the employee, may lodge a dispute to the Industrial Relations Commission of NSW.
- iv. Where a grievance relates to a change to the existing custom and practice of the workplace, work will continue in accordance with existing custom and practice until the grievance process has been exhausted.
- v. Nothing in this grievance procedure prevents an employee pursuing a complaint under any relevant State or Commonwealth legislation eg the Anti-Discrimination Act.

29. *Disciplinary Procedure*

- a. The Disciplinary Procedure aims to ensure that staff have a fair hearing and reasonable opportunity to rectify the identified problem, but also that the process minimises interference with the effective functioning of the Federation. State Council Members and other employees are bound by strict confidentiality regarding all aspects of this procedure.
- b. The Disciplinary Procedure will be implemented where a staff member is under-performing against, or in contravention with, their work plan, their job description, this Agreement or the Code of Conduct which forms part of this Agreement.
- c. The Disciplinary Procedure has three definite steps which may be repeated, the first step may be carried out by the staff supervisor, the Executive Director, or the President of State Council. The second step may involve the staff supervisor, but must be signed off by the Executive Director or the President of State Council. The third step can only be taken by a sub-committee of State Council which includes the President or their Deputy and 1 or 2 other State Council Members. The Executive Director may also be present for Step 3.
- d. Step 1 - Verbal Warning
 - i. This first step may or may not be part of the normal staff supervisory process. The staff supervisor or the Executive Director or the President of State Council may make this first verbal warning, but it will be made very clear that the verbal warning is the first step of the disciplinary process. This will especially be so if the verbal warning takes place during staff supervision so that it is not confused with the normal discussion of professional development.

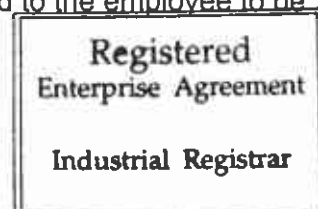
- ii. It will be explained to the employee precisely what the problem is and the change that is required to take place, and the time of the next meeting when this change will be discussed.
- iii. The President of State Council will be informed that a formal verbal warning has been issued and the nature of the dispute.

e. Step 2 - Written Warning

- i. If the senior person who issued the official verbal warning deems that the stated change has not taken place, and that sufficient reasonable time and support has been offered then a written warning shall be given to the employee in dispute. This written warning shall clearly set out the matter under dispute, and again state the time frame when the matter will again be addressed and a further offer of assistance to address the matter if appropriate. In addition to the stated time frame in which the disputed matter is to be rectified, the written warning may require the change to be continued for a stated period if this is appropriate. This written warning shall be signed by either the Executive Director or the President of State Council or her/his deputy. In addition, if appropriate, this formal written warning may also include a clearly stated period of time during which the required change shall be continued.
- ii. The President of State Council shall be informed that a written warning has been issued and the nature of the dispute.
- iii. If the requirements stated in the written warning are fulfilled, and the matter is deemed to be resolved by the signatory of the warning letter, the President of State Council will be informed that the matter is resolved, and all written material pertaining to the matter will be handed to the employee to be destroyed.

f. Step 3 - A hearing before a sub-committee of State Council

- i. If the required change has not taken place within the stated time frame or has not been maintained for the stated period, the employee will be given written notice of a hearing before a sub-committee of State Council. The notice given shall not be less than three working days. The letter shall again set out the reasons for the hearing, and the employee shall be informed of their right to bring an advocate to this hearing.
- ii. The Sub-committee shall make a decision regarding further action within one working day of the hearing, and this decision will be given to the employee in writing immediately thereafter. If the decision is made to dismiss the employee, the employee shall be entitled to the full period of notice as stated in this Agreement and shall be paid out all entitlements due as set out in this Agreement.
- iii. Should the Sub-Committee eventually deem the dispute to be resolved, all written evidence of the dispute will be handed to the employee to be destroyed.



30. Summary Dismissal and Suspension on Full Pay

- a. Summary Dismissal means dismissal "on the spot" and without the period of notice specified in this Agreement. Summary dismissal by an employer for serious and/or wilful misconduct is a right of the employer under Common Law.
- b. Only the President of State Council or her/his deputy may issue a summary dismissal.
- c. Situations when Summary Dismissal may be implemented include:
 - (i) Falsification of records;
 - (ii) Stealing from the employer including fraud and embezzlement;
 - (iii) Physical violence to other employees or clients;
 - (iv) Gross disloyalty to the employer;
 - (v) Deliberately and seriously refusing to follow stated policy or procedures.

31. Termination of Employment by the Employee

An employee is required to give four weeks notice in writing of resignation, however, this may be waived at the discretion of the State Council.

32. Termination of Employment by the Employer following a Dispute

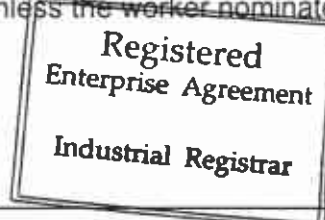
- a. An employee shall not be dismissed on the grounds of under performance or misconduct unless the three steps set out in Clause 29 above have been followed in relation to that employee.
- b. The employee shall receive the relevant period of notice as set out in the table below:

Employee's period of continuous service with the employer	Period of Notice
Not more than one year	At least 1 week
More than 1 yr but not more than 3 yrs	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

The period of notice shall be increased by one week if the employee is over 45 years old and has completed at least 2 years of continuous service with the employer.

33. Superannuation

- a. Calculated from the date of appointment the employer will contribute in respect of a worker the equivalent of 8%, increasing to 9% on 1/7/2002, of gross salary to the Health Employees Superannuation Trust of Australia, unless the worker nominates another qualifying fund.





- b. The employer will increase contributions in line with any changes in the Commonwealth Superannuation Guarantee Scheme.

34. Leave Without Pay

- a. An employee will be entitled to leave without pay or secondment at the discretion of the employer.
- b. The employer may grant leave without pay for any purpose.
- c. The employee will apply in writing to the employer for leave without pay or secondment at least one month in advance where possible.
- d. Leave without pay in a block of more than 5 days does not break continuity of service but does not count as service for the purposes of calculating increments or any entitlements to leave under this Agreement.
- e. The criteria for assessing applications for leave without pay shall include:
- i. The organisation's capacity to sustain the employee's projects or workload, that is, whether the project or service will be disadvantaged by the employee's absence;
 - ii. The reason for the request with priority given to compassionate grounds;
 - iii. Possible advantages to the employee and the employer.
- f. Two months prior to the end of the LWOP period granted, the employee on LWOP is required to give the employer formal written notice of their intentions of returning/not returning to work after LWOP is complete.
- g. The employer must endeavour to maintain open communications and feed-back with employees on LWOP in regard to any workplace news, changes and/or plans that may affect the worker in any way.
- h. The employer must ensure that any employee employed to replace an employee whilst on LWOP is to be fully informed of the temporary nature of their position and that the nature of their position is clearly defined. Person(s) employed to replace an employee on LWOP must also be kept fully informed about any requests/decisions made by the permanent employee and/or the employer that may affect the period of their temporary employment.

35. Redundancy

- a. Redundancy procedures will not be used in lieu of a disciplinary procedure.
- b. For the purpose of this clause, an employee shall become redundant where their employment is terminated and no replacement employee is to be engaged. Without limiting the generality of the foregoing, reasons for redundancy could include:
- i. The introduction of mechanisation or technological change;
 - ii. The introduction of new work practices or work organisation by the employer;

iii Cessation or reduction of funding.

c. Four weeks notice of redundancy shall be given to an employee. Five weeks shall be given to an employee who is over 45 years old and has completed at least 2 years continuous service.

d. i Where an employer for any reason, including the cessation or reduction of grant funding, has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone and that decision may lead to the termination of employment, the employer shall hold discussions with the employee directly affected and with the relevant union if applicable.

ii The discussion shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of clauses 35b or 35d^f hereof and shall cover, inter alia, any reasons for the terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.

iii For the purpose of the discussion the employer shall, as soon as practicable, provide in writing to the employees concerned and the relevant union all relevant information about the proposed terminations including the reasons for the proposed terminations, the number of categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information, the disclosure of which would be inimical to the employer's interest.

e. **Severance Pay**

In addition to the period of notice prescribed for the ordinary termination, an employee whose employment is terminated for reasons set out in sub-clause 35b or 35dⁱ hereof shall be entitled to the following amount of severance pay in respect of a continuous period of employment:

	Period of continuous service where the employee is:	
	Under 45 years old	45 years & over
6 months up to 1 year	2 weeks pay	2 weeks pay
1 year and up to the completion of 2 years	4 weeks pay	5 weeks pay
2 years and up to the completion of 3 years	6 weeks pay	7.5 weeks pay
3 years and up to the completion of 4 years	7 weeks pay	8.75 weeks pay
4 years and over	8 weeks pay	10 weeks pay

"Weeks pay" means the ordinary time rate of pay for the employee concerned.