



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Eastern Community Legal Centre Inc.
(AG2014/3483)

EASTERN COMMUNITY LEGAL CENTRE ENTERPRISE AGREEMENT 2013-2016

Social, community, home care and disability services

COMMISSIONER CRIBB

MELBOURNE, 20 FEBRUARY 2014

*Application for approval of the Eastern Community Legal Centre Enterprise Agreement
2013-2016.*

[1] An application has been made for approval of an enterprise agreement known as the *Eastern Community Legal Centre Enterprise Agreement 2013-2016* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Eastern Community Legal Centre Inc.. The agreement is a single-enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] The Agreement was approved in Chambers on 20 February 2014 and, in accordance with s.54 of the Act, will operate from 27 February 2014. The nominal expiry date of the Agreement is 26 February 2017.



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Enterprise Agreement 2013-2016

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1. Agreement Title

This Agreement shall be known as the Eastern Community Legal Centre Enterprise Agreement 2013-2016 (“the Agreement”).

2. Date of Operation

The Agreement will operate for three years commencing on the seventh day after the date of issue in accordance with section 54 of the Fair Work Act. Negotiations will commence 6 months prior to its conclusion.

3. Relationship to Award

3.1 This Agreement is underpinned by the terms and conditions of the Social, Community, Home Care and Disability Services Industry Award 2010 (“the Award”). A copy of the Award can be accessed at www.fairwork.gov.au.

3.2 In the event of any inconsistency between the terms of the Award and the terms of the Agreement, the Agreement shall prevail to the extent of the inconsistency, so far as the terms exceed the minimum entitlement set by the Award.

3.3 Internal policies and procedures are intended to underpin and operationalise the terms of the Agreement. Where terms contained in policy and procedures are more favourable to employees than stipulated in the Agreement, these terms may be applied.

4. Scope and Application

4.1 In accordance with section 53 of the Fair Work Act 2009, the Agreement shall be binding upon Eastern Community Legal Centre (“the employer”) and the Australian Municipal, Administrative, Clerical and Services Union (ASU) in respect of all persons who are eligible to join the ASU (whether members or not).

4.2 All employees, including staff employed in projects auspiced by the employer and employees commencing employment after the date on which the Agreement comes into operation, shall be employed in accordance with the terms of the Agreement. The Chief Executive Officer is excluded from the terms of the Agreement.

4.3 A copy of the Agreement will be made available to all employees to whom the Agreement applies. This may be done by electronic means including email or intranet.

4.4 No employee, excluding the Chief Executive Officer, shall be employed other than under the terms of the Agreement.

5. Collective Bargaining

5.1 The employer is committed during the life of the Agreement, and in its renegotiation, to negotiate in good faith in respect of all its employees and their nominated representatives for the purposes of making a new agreement.

5.2 The employer agrees that individual employee agreements will not be promoted, offered or made with any employee while the Agreement remains in force.

6. Consultation about Change

6.1 The employer is obliged to engage in consultation where the employer:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

6.2 Major change

6.2.1 For a major change referred to in clause 6.1(a):

- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
- (b) subclauses 6.2.2 to 6.2.8 apply.

6.2.2 The relevant employees may appoint a representative for the purposes of the procedures in this term.

6.2.3 If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.

6.2.4 As soon as practicable after making its decision, the employer must:

- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.

6.2.5 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

6.2.6 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

6.2.7 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in clause 6.2.1(a) and subclauses 6.2.2 and 6.2.4 are taken not to apply.

6.2.8 In this term, a major change is **likely to have a significant effect on employees** if it results in:

- (a) the termination of the employment of employees; or
- (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

6.3 Change to regular roster or ordinary hours of work

6.3.1 For a change referred to in clause 6.1(b):

- (a) the employer must notify the relevant employees of the proposed change; and
- (b) subclauses 6.3.2 to 6.3.6 apply.

6.3.2 The relevant employees may appoint a representative for the purposes of the procedures in this term.

6.3.3 If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.

6.3.4 As soon as practicable after proposing to introduce the change, the employer must:

- (a) discuss with the relevant employees the introduction of the change; and
- (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
- (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

6.3.5 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

6.3.6 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

6.3.7 In this term:

relevant employees means the employees who may be affected by a change referred to in subclause 6.1.

6.3.8 Any dispute arising out of a consultative process is to be dealt with under the provisions of [clause 25](#) of this Agreement. Consultation should comply with the requirements of OHS legislation.

7. Individual Flexibility Arrangements

7.1 The employer and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

7.1.1 The Agreement deals with one or more of the following matters:

- (a) arrangements about when work is performed.
- (b) allowances.
- (c) leave loading.

- 7.1.2 The arrangement meets the genuine needs of the employer and the employee in relation to one or more of the matters outlined in clause 7.1.1.
- 7.1.3 The arrangement is genuinely agreed to by the employer and the employee.
- 7.2 The employer must ensure that the terms of the individual flexibility arrangement:
- (a) are permitted matters under section 172 of the Fair Work Act 2009; and
 - (b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 7.3 The employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee, and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - i. the terms of the Agreement that will be varied by the arrangement; and
 - ii. how the arrangement will vary the effect of the terms; and
 - iii. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the date on which the arrangement commences.
- 7.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 7.5 A cooling off period of 7 days from the signing of an individual flexibility arrangement shall apply, during which an employee or the employer may cancel the individual flexibility arrangement by giving 24 hours notice to the other party.
- 7.6 The employer or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing at any time.
- 7.7 The employer is responsible for ensuring that all of the requirements of clause 7.3 are met.

8. Intellectual Property

- 8.1 All intellectual property created by an employee during the course of performing their duties will become and remain the property of the employer.
- 8.2 the Any intellectual property created by an employee in the employee's own time (i.e. outside of employee's normal working hours) will:
- (a) if that intellectual property is subsequently utilised for the benefit of the employer, or in the course of the employee performing their duties, become the property of the employer; or
 - (b) If that intellectual property is never utilised for the benefit of the employer, or in the course of the employee performing their duties, remain the property of the employee.

8.3 For the purposes of this clause, the term *intellectual property* includes but is not limited to:

- (a) patents, copyright (including all copyright in software), registered designs, trademarks, rights to have information kept confidential, processes, training materials, technological and other inventions, improvements, innovations, modifications and discoveries, whether or not capable of being secured, registered or protected by any means; and
- (b) any application or right to apply for registration of any of the rights referred to in paragraph (a) of this definition.

9. Status of Employment

At the time of engagement, the employer will provide the employee with written advice of the terms of their employment, specifying whether they are full-time, part-time or casual and the duration of the contract where applicable. The written advice should also outline the employee's rate of pay and any other information relevant to the employment agreement.

9.1 Full-time employment

9.1.1 A full-time employee shall mean an employee who is engaged to work 38 ordinary hours per week.

9.1.2 An employee employed on a full-time basis will be entitled to the full benefits of the Agreement.

9.2 Part-time employment

9.2.1 A part-time employee shall mean an employee who is engaged to work regular ordinary hours of less than 38 per week.

9.2.2 Employees working on a part-time basis are entitled to the benefits of the Agreement on a pro rata basis.

9.2.3 A part-time employee shall work regular hours and days and no alteration to the fixed and constant working hours of a part-time employee shall be made without consultation and agreement with that employee.

9.2.4 Part-time employment is for not less than 3 hours daily except by agreement with the employee and employer.

9.2.5 For the purposes of this definition, any hours worked by an employee to temporarily replace another employee absent from duty that are in addition to those for which the employee is normally engaged, shall not affect the original contract of employment.

9.2.6 For ordinary hours of work, a part-time employee shall be paid the hourly rate as defined by the position description and in accordance with [clause 10](#).

9.3 Fixed-Term Employees

9.3.1 A fixed-term employee is an employee engaged for a specific purpose or a fixed period on a full or part-time basis.

9.3.2 Employees employed under this clause shall, except where otherwise provided, be subject to the provisions of this Agreement.

9.3.3 The use of fixed-term employment will not undermine the job security or conditions of ongoing employees. Therefore, the use of fixed-term employment is restricted to the following circumstances:

- (a) replacing staff on approved leave.
- (b) meeting fluctuating client and staffing needs and unexpected increased workloads.
- (c) undertaking a specific, but finite task.
- (d) filling a vacancy resulting from a temporary assignment or secondment.
- (e) temporarily filling a vacancy where, following an appropriate selection process, a suitable ongoing employee is not available.

- 9.3.4 Fixed-term employment will be restricted to a maximum of 12 months in the first instance with a further 12-month extension available where one or more of the circumstances outlined in clause 9.3.3 applies.
- 9.3.5 Where the fixed-term appointment is to replace an employee on parental leave, or in exceptional circumstances, a further 12-month extension is available.
- 9.3.6 At the time of engagement, the employer shall advise the employee in writing that:
- (a) the employment is of a temporary nature;
 - (b) the actual or expected duration of employment; and
 - (c) employment beyond the period is not expected.
- 9.3.7 If a fixed-term employee is subsequently appointed to a permanent position with the employer, any period of the fixed-term contract completed immediately prior to the commencement of the permanent position shall be recognised as continuous service with the employer for the purpose of calculating leave entitlements, pursuant to [clause 20](#), provided that the employee has not taken or received a redundancy payment.

9.4 Casual employment

- 9.4.1 A casual employee is an employee engaged to perform work covered by this Agreement for the purpose of meeting particular and short-term needs of the employer. Such employment shall be by the hour.
- 9.4.2 A casual employee shall receive an additional percentage of the appropriate ordinary hourly rate for each hour during which the casual is employed. The standard loading is 25%. The additional loading is in lieu of all paid leave (except Long Service Leave) and public holidays not worked and to compensate for the nature of casual employment.
- 9.4.3 An employee specifically engaged on a casual basis shall be engaged for a minimum period of 3 hours on each occasion.

9.5 Probation

- 9.5.1 The employer may appoint a new employee on a probationary basis. The period of probation will be a reasonable period having regard to the nature of the position but will be no more than 6 months.
- 9.5.2 If identified during the probationary period, the relevant manager will counsel the employee on any conduct or performance issues and will provide a written record of such counselling.
- 9.5.3 During the probationary period, the employer may terminate a probationary employee by giving two weeks notice in writing, subject to the right to terminate employment without notice or payment in lieu of notice if the employee has committed any serious act of misconduct.
- 9.5.4 Unless the employment is terminated during the probationary period, the employer will confirm the employee's appointment at the end of the period of probation.
- 9.5.5 An individual initially employed on a fixed-term basis as per clause 9.3 of the Agreement who is subsequently employed as an ongoing employee, will have the fixed-term employment taken into account in the determination of any probationary period.

10. Position Description

- 10.1 The employer shall provide all employees with a position description for the position held on commencement, which shall contain information relevant to the duties and responsibilities of that position.
- 10.2 The employer will amend a position description in consultation with the relevant employee, where the duties and responsibilities of that employee have changed.

10.3 Where an employee's position description is amended, any applicable remuneration increases will be pro rated for the period where the revised terms applied.

11. Annual Performance Appraisal

11.1 All employees will participate in an annual performance appraisal on the anniversary of commencement with the employer.

11.2 The appraisal is a formal process, where the employee and the relevant manager can discuss achievements during the past year, any objectives that have not been achieved or areas that require improvement and opportunities for employee development.

11.3 If applicable, incremental remuneration increases will be advised, and applied in accordance with [clause 12.6\(b\)](#).

12. Classification and Remuneration

12.1 Employee positions will be classified in accordance with the Social and Community Services Employees classification structure contained in the Award (refer [Appendix E](#)).

12.2 Any disputed classifications will be managed in accordance with the dispute resolution procedure set out in the Agreement in [clause 25](#).

12.3 Limits of Salary on Transfer or Promotion

12.3.1 An employee transferred or promoted to any position shall be paid a salary not less than that which such employee was receiving immediately before such transfer or promotion provided that the salary payable is within a classification level or grade prescribed for the position to which the employee is transferred or promoted.

12.3.2 Notwithstanding the provisions of this clause, the employer may determine that an employee may commence employment at any level within a classification level or grade if suitably qualified and/or experienced, or in cases of recruitment difficulty.

12.3.3 Progress between classifications will be by way of promotion or reclassification.

12.4 Incremental Progression

12.4.1 Progression from one level to the next within a classification is subject to an employee meeting the following criteria:

- (a) competence at the existing level;
- (b) 12 months experience at that level and in-service training as required; and
- (c) demonstrated ability to acquire the skills which are necessary for advancement to the next pay point level.

12.4.2 Where an employee is deemed not to have met the requisite competency at their existing level at the time of appraisal, his/her incremental progression may be deferred for periods of 3 months at a time provided that:

- (a) the employee is notified in writing as to the reasons for the deferral;
- (b) the employee has, in the twelve months leading to the appraisal, been provided with in-service training required to attain a higher pay point; and
- (c) following any deferral, the employee is provided with the necessary training in order to advance to the next level.

12.4.3 Where an appraisal has been deferred for operational reasons beyond the control of either party, and the appraisal subsequently deems the employee to have met the requirements under this clause, any increase in wage rates will be back paid to the 12 month (or 24 month) anniversary date of the previous incremental progression.

- 12.4.4 An employee whose incremental advancement has been refused or deferred may seek to have the decision reviewed by lodging a written request through the dispute resolution procedure in [clause 25](#) of this Agreement. If the review is successful, then the incremental advancement will be backdated to the original due date. The review process must be completed within 2 months of the request for the review being made.

12.5 Remuneration

The employer recognises that the Award rates of pay do not reflect the scope and responsibilities of all of the various roles performed within the organisation. The employer will, within its ability, remunerate employees at a higher level based on additional experience, responsibility or performance for the life of the Agreement.

12.6 Grounds for a Remuneration Increase

- (a) For eligible employees, an economic adjustment to maintain an employee's rate of pay (including for newly recruited employees) at least 3% higher than the applicable rate of pay under the Award, as varied by the Fair Work Commission, for the period to June 30, 2016.
- (b) For eligible employees, an incremental increase based on annual performance appraisal outcomes.

12.7 Eligibility for remuneration increases

All employees are eligible for a remuneration increase under clause 12.6(a) and (b), except those:

- (a) On probation.
- (b) Subject to formal disciplinary action as a result of unsatisfactory performance.
- (c) Employed on a contract of employment that specifically excludes the employee from the process.

12.8 Payment of remuneration increases

- (a) Remuneration increases resulting from the application of clause 12.6(a) and (b) will be paid from the first full pay on or after the employee's annual performance appraisal.
- (b) In the event of any delay in applying remuneration increases, retrospective payment of these increases will be made as soon as possible to the anniversary of commencement with the employer.

12.9 Payment of Salaries

All salaries shall be paid fortnightly into the employee's nominated account/s with a financial institution.

12.10 Salary Packaging

- 12.10.1 Salary packaging is optional and available to all eligible employees as soon as practicable from commencement.
- 12.10.2 Employees may access salary packaging benefits in line with the employer's Salary Packaging Policy and Procedures (refer [Appendix C](#)). The policy will comply with statutory changes to Fringe Benefits Tax and will allow salary packaging to the limit prescribed in legislation.
- 12.10.3 The rate of pay as set out in the contract of employment shall be used as the basis for the agreed package. The terms and conditions of such a package shall not, when viewed objectively, be less favourable than the entitlements otherwise available under this Agreement.
- 12.10.4 Any salary increases, which are granted to employees under this Agreement, shall also apply to the employee who enters into salary packaging arrangements in accordance with this clause.

- 12.10.5 The employer will:
- (a) confirm in writing to the employee the current salary payable to the employee under this agreement.
 - (b) advise the employee, in writing of his/her right to choose payment of that salary referred to in the above paragraph instead of utilising salary packaging.
 - (c) advise the employee, in writing, that all the conditions of this agreement, other than the salary, will continue to apply.
 - (d) advise the employee, in writing, that he/she should seek independent financial advice prior to entering into a salary packaging arrangement.
- 12.10.6 In the event that the employee ceases employment with the employer, this salary package arrangement will cease to apply at the date of termination and all termination payments will be made at the pre-salary packaging rate.
- 12.10.7 Notwithstanding the above provisions, in the event that changes in legislation, determinations or rulings, particularly in respect of an employer's Fringe Benefits Tax exempt status in the case of a Public Benevolent Institution, remove the employer's capacity to maintain the salary packaging arrangements offered to employees under this Agreement, the employer shall be entitled to withdraw from the remuneration packaging arrangements by giving the maximum reasonable notice practicable to each affected employee, and where possible at least 1 month prior to the withdrawal taking place.

12.11 Superannuation

12.11.1 Employer Contributions

- (a) Employer-contributed superannuation is payable to all employees at a rate as specified in the Superannuation Guarantee (Administration) Act 1992.
- (b) Any legislated increase in the Superannuation Guarantee (SG) rate will be applied to an employee's salary package.
- (c) Employees may request payment of superannuation contributions to any complying superannuation fund within 28 days of commencement. If an employee does not exercise a choice of superannuation fund, the employer will make contributions to the HESTA Super Fund.
- (d) The employer will include in its pay advice to employees, the name of the fund into which contributions have been paid and the amount paid.

12.11.2 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the pre-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 12.11.1(c).
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of 3 months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 12.11.2(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 12.11.2(a) or (b) was made.

12.11.3 Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 12.11.1(a) and pay the amount authorised under clauses 12.11.2(a) or (b) on:

- (a) Paid leave - while the employee is on any paid leave;
- (b) Work-related injury or illness - for the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:
 - i. the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and
 - ii. the employee remains employed by the employer.

12.12 Leave Loading

- 12.12.1 An employee shall be entitled to a loading of 17.5% of remuneration for the period of accrued annual leave.
- 12.12.3 Leave loading on accrued annual leave is payable as a lump sum in the first pay period in December of each year.

12.13 Accident Pay

- 12.13.1 The employer shall pay an employee accident make-up payment where the employee receives an injury for which weekly payment of compensation is payable by or on behalf of the employer pursuant to the provisions of the appropriate Workers' Compensation Act or Ordinance as amended from time to time.
- 12.13.2 Accident make-up payment means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the appropriate Workers' Compensation Act or Ordinance and the employee's rate of pay, or, where the incapacity is for a lesser period than one week, the difference between the amount of compensation and the rate of pay for that period.
- 12.13.3 The employer shall pay, or cause to be paid, accident make-up payment during the incapacity of the employee within the meaning of the said appropriate Act or Ordinance until such incapacity ceases or until the expiration of a period of 39 weeks from the date of injury, payment prescribed shall apply only in respect of an incapacity which results from an injury which is current during the first pay period commencing on or after or which occurs subsequent to that pay period.
- 12.13.4 The liability of the employer to pay make-up payment in accordance with this clause shall arise as at the date of the injury or accident in respect of which compensation is payable under the said appropriate Act or Ordinance, and the termination of the employee's employment for any reason during the period of any incapacity shall in no way affect the liability of the employer to pay accident make-up payment as provided in this clause.
- 12.13.5 The employee may utilise accrued leave for absences beyond the period for which compensation is made. Leave without pay may be granted where entitlements to paid leave have ceased.
- 12.13.7 The employee granted leave without pay under this clause does not accrue any right, benefit or entitlement under the Agreement and must not be granted annual or sick leave so long as he or she receives weekly compensation. In these instances, the employee is obliged to:
- (a) Immediately notify the employer in writing of any claim for civil damages.
 - (b) Refund the make-up pay received if a settlement is received in a civil claim that specifically compensates the employee for make-up payments.

13. Allowances

13.1 First Aid Allowance

- 13.1.1 Where an employee holds a First Aid Certificate, or a qualification deemed equivalent by the employer, and is appointed as a First Aid Officer, the employer will authorise the payment to such an employee an allowance of \$423 per annum.
- 13.1.2 The employer will ensure that at least 1 person per work location is elected as a first aid officer.
- 13.1.3 The first aid allowance will increase by the same percentage and at the same time as any remuneration increase under [clause 12.6\(a\)](#).

13.2 Higher Duties Allowance

Employees who are called upon to perform the duties of another employee in a higher classification under this Agreement for a period of 5 consecutive working days or more will be paid for the period for which duties are assumed at a rate not less than the minimum rate prescribed for the classification applying to the employee so relieved.

13.3 Language Allowance

13.3.1 Where the employee, in addition to his or her normal duties is required to and agrees to use their skills in a second language/s to assist members of the public who require an interpreter:

- (a) The employee will be paid an annual allowance of \$1,000 payable in fortnightly instalments, or annually as agreed between the employer and employee.

14. Expense Reimbursement

14.1 Petty Cash Reimbursement

14.1.1 In recognition of the expenses incurred by employees for work related purposes/activities, the employer will reimburse any reasonable expenses through petty cash. Expenses may include but are not limited to:

- (a) Travel.
- (b) Stationery.
- (c) Parking.
- (d) Staff amenities.

14.1.2 Where petty cash requirements are likely to exceed \$20, prior approval for any purchase must be obtained.

14.1.3 Petty cash should only be used where an expense cannot be incurred on account.

14.2 Private Mobile and Home Phone Reimbursement

Where an employee is required to utilise their private mobile phone or home phone for work purposes, an employee will be reimbursed for work related calls:

- (a) If prior approval from the employer has been obtained; and
- (b) The employee submits an itemised statement of the calls made and their cost.

14.3 Personal Motor Vehicle Reimbursement

14.3.1 If an employee is required to use his or her private motor vehicle for work-related purposes, the employer will reimburse their mileage costs based on the rates determined by the Australian Tax Office.

14.3.2 Private vehicle mileage will be recorded on an employee's fortnightly timesheet and be from the point of origin (employer's premises) to the required destination, and return if applicable.

14.3.3 To qualify for such reimbursement, travel must be in accordance with the employee's role as listed in the position description.

14.3.4 Private vehicles must carry Third Party Property Insurance and the driver must be appropriately licensed.

14.3.5 The employer will not be responsible for damage incurred (or insurance excess) to an employee's car in the course of their duties. The employer therefore encourages employees to acquire Comprehensive Insurance for their car if used for work-related purposes.

14.3.6 Employees are responsible for payment of any fines for speeding, parking or other traffic offences incurred in the course of work-related travel in private vehicles.

14.4 Meal Reimbursement

14.4.1 An employee shall be reimbursed for meal expenses when required to work outside of ordinary hours of work for a period in excess of two hours in accordance with the Award.

14.4.2 A meal reimbursement is not payable if the employee is provided with a suitable meal (eg. as part of Conference).

14.5 Travel Reimbursement

14.5.1 Any employee that is required to stay away overnight will have the option to choose either an allowance of \$90, or to take 3.75 hours time-in-lieu (refer [clause 15.4](#)).

14.5.2 All other work-related travel expenses will be met or reimbursed by the employer in full.

14.5.3 Air Travel

Employees will use economy air travel when travelling interstate and bookings are to be coordinated through the relevant manager. All interstate travel must be approved by the Chief Executive Officer.

14.5.4 Taxi Fares

(a) Taxis may be used only if travel by public transport or private vehicle is not possible or practical. Full reimbursement of travel expenses will be made on production of receipts/evidence.

(b) Pursuant to clause 14.5.4(a), the use of taxis will be limited to:

- i. attending or facilitating workshops, training, lectures as part of work;
- ii. travelling home after 7.30pm from work-related activities;
- iii. attending work-related activities;
- iv. transporting equipment for work purposes; employees are not expected to carry heavy boxes or equipment on public transport if private transportation is not available.

14.5.5 Hire Cars

(a) For regional travel over 200km, employees are required to use hire cars in preference to personal vehicles. Specific permission for use of private vehicles for trips over 200kms is required from the Chief Executive Officer.

(b) When using hire cars, the employer will incur the cost of additional insurance on the car to limit driver liability. It is important for staff to ensure they are covered for the minimum excess, and for all damage to the vehicle including broken windscreens and damage to tyres, headlights etc.

(c) The employer is not liable for any damage to vehicles or fines incurred as a result of travel.

14.5.6 Accommodation

(a) Where possible accommodation expenses should be pre-paid by the employer.

(b) Where an employee is required to stay away from home overnight for work-related purposes and incurs the cost of this accommodation, that employee shall be reimbursed on production of receipts.

(c) Employees will be entitled to their own room when required to stay away overnight.

(d) Where employees are required to travel within the state to regional areas for work purposes, the employee may have the option to choose an overnight stay where they are unable to return home within normal business hours from the destination. In approving an overnight stay, the Chief Executive Officer will take into consideration:

- i. the length of the overall working day, including travel time to the destination;
- ii. the likelihood of the staff member returning home by 7pm;
- iii. the mode of transport for travel to and from the destination;
- iv. ensuring the health, wellbeing and safety of the employee is not compromised by the extended travel home, particularly in instances where travel to the destination is by car.

14.5.7

Meals

- (a) Meals (breakfast, lunch, dinner) that fall within the time of day from the commencement of travel to the end of travel are to be funded by the employer.
- (b) Meal allowances are to be provided in accordance with the relevant Australian Taxation Office Taxation Determination.

14.6 **Expenses of Legal Proceedings**

14.6.1

If an employee is required to attend a Coroner's Inquest, or any other Court of Law on matters that directly arise from the performance of his or her duties, the employer will meet reasonable legal costs relating to appearance at or representation before such Courts.

14.6.2

Where legal proceedings are initiated against an employee as a direct consequence of them legitimately and properly performing their duties, the employer will not unreasonably withhold agreement to meet the employee's reasonable legal costs relating to the defence of such proceedings. Where it is necessary to obtain an Intervention Order or similar remedy against a client, the employer will not unreasonably withhold agreement to meet reasonable legal costs in obtaining the order or remedy.

14.6.3

Management will deal expeditiously with an employee's application for legal costs.

15. **Hours of Work**

The ordinary hours of work shall be 38 hours per week and shall be worked in accordance with [clause 9.1.1](#).

15.1 **Part-time Hours**

Employees who are employed part-time will have their hours of work per fortnight specified in their letter of appointment. Any permanent or regular adjustment to these hours needs to be agreed upon with the relevant manager and approved by the Chief Executive Officer.

15.2 **Spread of Hours**

15.2.1

The employer's premises is open to the public from 9.00 am until 5.00 pm. The span of core working hours for employees is 7:00am – 7:00pm, Monday to Friday.

15.2.2

Where client services will not be affected, employees may manage their own hours of work, provided they work no more than a 10 hour day. Hours of work outside the hours of 7am-7pm and on weekends must be approved by the employee's line manager.

15.2.3

All employees are considered to be responsible professionals and therefore able to organise their time flexibly to balance their personal needs, occupational wellbeing and the operational needs of the organisation. The purpose of these flexible hours is to enable staff to tailor their work around personal commitments and to work extra hours to take a day off in lieu. Employees are thereby able to negotiate their hours (inc. outside office hours) with their manager and team members.

15.3 **Work Breaks**

15.3.1

All employees are entitled to up to 1 hour lunch break free from work, and are required to take a half hour unpaid lunch break, provided that not more than 5 hours shall elapse after the commencement of work and the taking of such meal period.

15.3.2

Where work on any day continues for more than 2 hours beyond the period of normal working hours, a second meal break shall be taken of not less than twenty minutes. The employer may stagger the time of taking a meal break to meet operational requirements.

15.4 **Time-in-lieu**

15.4.1

Time-in-lieu is used to manage any work undertaken by employees in excess of contracted hours at the request of management.

15.4.2

Time-in-lieu is accrued when a staff member is requested to perform a specified task outside the normal spread of hours or when the staff member works more than 10 hours in any one day.

- 15.4.3 Time-in-lieu should be granted and accrued for purposes such as, but not limited to:
- (a) running community legal education at the weekends or on public holidays.
 - (b) attending festivals on the weekend or public holidays.
 - (c) night or weekend workshops or meetings.
 - (d) staying overnight away from home for work purposes, during which time TIL will be granted at the rate of half a working day for each night away from home.
 - (e) peak periods of work as agreed with the manager.
 - (f) attending approved professional development outside of normal working hours, as directed by the manager.
- 15.4.4 Employees will be authorised to take proportionate time off in lieu of payment of overtime. Time-in-lieu is accrued at a rate of time and a half for the first two hours and double time thereafter.
- 15.4.5 All time-in-lieu must be authorised by the manager before it is accumulated. Time-in-lieu should be recorded on the employee's time sheet as accrued.
- 15.4.6 An employee, who has agreed to work overtime on Saturdays and/or Sundays, shall be awarded time-in-lieu as follows:
- (a) A Saturday shall be awarded 50% more for each hour of ordinary duty.
 - (b) A Sunday shall be awarded 100% more for each hour of duty.
- 15.4.7 Total accrual of flexi-time (refer clause 15.5) and time-in-lieu must not exceed 22.8 hours in total, pro rata, and be taken within a reasonable period as negotiated with the relevant manager in order to accommodate operational requirements.
- 15.4.7.1 Existing employees will be provided with 3 months to reduce accrued flexi-leave and time-in-lieu to below 22.8 hours from commencement of this Agreement. A reduction schedule should be negotiated with the employer to ensure ongoing operational requirements are met during this period.
- 15.4.7.2 Employees may negotiate the accrual of time-in-lieu and flexi-time in excess of 22.8 hours in exceptional circumstances and at the discretion of the employer.
- 15.4.8 The employer is obliged to review working hours and an employee's workload regularly and as part of the Annual Performance Appraisal (refer [clause 11](#)). As part of this process, employees who have accrued excessive hours of time-in-lieu should be assisted with a plan to reduce the accrued hours and to ensure that the employee's workload is manageable within their specified working hours.

15.5 Flexi-time

- 15.5.1 Flexi-time is used to manage any work voluntarily undertaken by employees in excess of contracted hours.
- 15.5.2 Employees may elect to use the flexi-time system to accumulate a day off (or part of a day).
- 15.5.3 Flexi-time should be recorded on the employee's time sheet as accrued.
- 15.5.4 Total accrual of flexi-time and time-in-lieu (refer clause 15.4) must not exceed 22.8 hours in total, pro rata, and be taken within a reasonable period as negotiated with the relevant manager in order to accommodate operational requirements.
- 15.5.5 Existing employees will be provided with 3 months to reduce accrued time-in-lieu (refer clause 15.4) and flexi-leave to below 22.8 hours from commencement of this Agreement. A reduction schedule should be negotiated with the employer to ensure ongoing operational requirements are met during this period.
- 15.5.6 Employees may negotiate the accrual of flexi-time and time-in-lieu in excess of 22.8 hours in exceptional circumstances and at the discretion of the employer.

15.6 Time Sheets

- 15.6.1 All employees are required to record their hours worked on their individual time sheet, with any necessary comments being recorded, (eg. purpose of travel). Employees are required to complete their time sheets on a daily basis to ensure that all working hours, breaks, leave, flexi-time, time-in-lieu and work-related travel are recorded accurately.
- 15.6.2 Timesheets should be submitted to the finance manager and line manager for approval in line with the pay cycle.

15.7 Working from Home

- 15.7.1 The employer recognises that sometimes working from home may be necessary. However, the employer aims to provide a comfortable and safe workplace, and all efforts are made to create an environment which is conducive to meeting employment obligations and which is worker-friendly.
- 15.7.2 Employees wishing to work from home must reach prior agreement with their manager. The employer will not unreasonably withhold agreement and will be mindful of the employee's family responsibilities and work / life balance.
- 15.7.3 Authorisation to work at home may be sought in the following circumstances:
- (a) the work environment is unsatisfactory (this may mean that the employee does not have their own desk and phone, they may share an office and need to work autonomously).
 - (b) the employee has impending deadlines and needs to commit solid time, without interruption, to one project.
 - (c) family commitments where other arrangements cannot be made.
 - (d) air conditioning or power failure, or other necessary amenities at office are not working.
- 15.7.4 Any pre-determined working from home time arrangements should be discussed with the relevant manager. Work done at home shall be monitored, according to agreement between parties concerned. In reaching agreement regarding working from home, managers must take into consideration the employee's obligations at the office (eg. attending staff meetings, answering calls etc.) in order to minimise the impact of their absence on other staff, and ensure that all business units are staffed.

15.8 Childcare Arrangements

- 15.8.1 Where an employee is requested to work outside their ordinary hours of work and where less than 24 hours' notice of the request to perform such work has been given by the employer, the employee will be reimbursed for reasonable childcare expenses incurred.
- 15.8.2 Evidence of expenditure incurred by the employee must be provided as soon as possible after undertaking the work.
- 15.8.3 Where an employee is requested to work outside their ordinary hours of work and where less than 24 hours' notice of the request to perform such work has been given by the employer, the employee may decline to undertake the additional work.

15.9 Workplace Flexibility

- 15.9.1 The employer is committed to assisting employees to balance family and work commitments, health requirements and other responsibilities.
- 15.9.2 The employer places priority on pursuing the introduction of flexible working conditions that assist employees to effectively discharge responsibilities at the workplace and in their private lives.

16. Leave

16.1 Annual Leave Entitlement

16.1.1 Employees shall be entitled to annual leave on full pay for a period equal to 4 working weeks for each continuous twelve months' service with the employer (pro rata). Annual leave shall accrue on a continuous basis according to the number of ordinary hours worked.

16.1.2 The payment of wages during annual leave shall be in accordance with the usual pay cycle, provided that an employee may request in writing that payment be made on the commencement of the leave.

16.1.3 No payment shall be made or accepted in lieu of annual leave, unless under clause 16.6 (Leave on Termination) or [12.13](#) (Accident Pay).

16.2 Annual Leave Exclusive of Public Holidays

The annual leave prescribed in clause 16.1.1 shall be exclusive of any of the holidays prescribed in clause 19 and if any such holiday falls within an employee's period of annual leave and is observed on a day on which in the case of an employee would have been an ordinary working day there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

16.3 When Annual Leave Must be Taken

By agreement between the employer and the employee, annual leave may be carried forward for a maximum period of 2 years from the date of entitlement.

16.4 Accrued Annual Leave

16.4.1 The intention is that employees will take annual leave each year.

16.4.2 Annual leave accruals will be monitored by the relevant manager and discussed at least on an annual basis, usually at the same time as the annual performance appraisal.

16.4.3 Annual leave may be carried forward for a maximum period of 2 years from the date of entitlement.

16.4.4 Where an employee has accrued over 8 weeks leave, the employee and their manager shall attempt to reach an agreement about a plan to reduce accrued annual leave.

16.4.5 Where the accrued annual leave is greater than 8 weeks and agreement on taking the leave has not been reached, the employer may, with at least 4 weeks written notice, direct the employee to take sufficient leave to reduce the accrual to 8 weeks.

16.4.6 Employees may negotiate the accrual of annual leave in excess of 8 weeks in exceptional circumstances and at the discretion of the employer.

16.5 Sickness during Annual Leave

Where an employee becomes sick whilst on annual leave on days on which he or she would otherwise have worked, and immediately forwards to the employer a certificate of a legally qualified medical practitioner or other relevant practitioner, or a statutory declaration, as evidence of being unfit for work then the number of those days specified in the certificate or statutory declaration shall be deducted from any sick leave entitlement standing to the employee's credit, and shall be re-credited to his or her annual leave entitlement. If annual leave loading as provided for in [clause 12.12](#) has been paid in respect of sick days referred to in this subclause, such leave loading shall not be re-credited.

16.6 Leave on Termination

Any employee who, upon retirement, resignation, dismissal or termination of service or employment, has accrued annual leave must be paid in lieu of annual leave, such amount being the salary and allowances the employee would have received if leave of annual leave had been granted.

16.7 Personal Leave

16.7.1 Paid personal leave is available to an employee when he or she is absent due to:

- (a) personal illness or injury as defined in clauses 16.8 (Sick Leave) and 16.9 (Military Service Sick Leave).
- (b) bereavement on the death of an immediate family or household member as defined in clause 16.10 (Bereavement/Compassionate Leave).
- (c) caring for an immediate family or household member that is sick and requires the employee's care and support as defined in clause 16.11 (Carer's Leave).

16.7.2 The amount of paid personal leave to which an employee is entitled is set out below under provisions dealing with the types of personal leave described above.

16.7.3 In any year, unused personal leave accrues on the basis of that year's unused personal leave.

16.8 Sick Leave

16.8.1 In the event of an employee becoming sick and unfit for duty he or she shall be entitled to sick leave on full pay as follows:

- (a) During the first year of service, 1 working day for each month of service;
- (b) During the second, third and fourth years of service, 14 working days in each year; and
- (c) Thereafter, 21 working days in each year.

16.8.2 To be entitled to sick leave on full pay, an employee shall produce a certificate from a legally qualified medical or other relevant practitioner, or statutory declaration immediately on return to work. Single days up to a maximum of 3 in any one calendar year may be taken without the production of a medical certificate or statutory declaration.

16.8.3 If the full period of sick leave as described above is not taken in any year, the unused portion shall accumulate year to year.

16.9 Military Service Sick Leave

16.9.1 Where the employer is satisfied that an illness of an employee with at least 6 months continuous paid service is directly attributable to, or is aggravated by, service recognised under the Veterans' Entitlements Act 1986, including:

- (a) Operational service;
- (b) Peacekeeping service;
- (c) Hazardous service;

the employee will be credited with 114 hours special leave with pay for each year of service with the employer from the conclusion of the employee's operational, peacekeeping or hazardous service.

16.9.2 Leave under this clause will be cumulative to a maximum of 760 hours. This leave is in addition to Sick Leave under clause 16.8. The employee may be required to provide, for each period of military service leave taken, evidence of the existence of the illness and its relationship to recognised service from a registered practitioner.

16.10 Bereavement /Compassionate Leave

16.10.1 An employee shall on the death of any person as outlined in clause 16.10.2 be entitled on notice to leave, up to and including the day of the funeral of such relations, and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in 3 ordinary days' work.

16.10.2 *Any person* includes:

- (a) a spouse, partner or de facto partner.
- (b) a child.
- (c) a parent or step-parent (or parent-in-law).
- (d) a sibling or a sibling of the employee's partner.
- (e) a grandparent or step-grandparent (or grandparent-in-law).
- (f) another relative or close personal friend as agreed between the employer and the employee.

16.10.3 Proof of such death shall be provided by the employee to the satisfaction of his or her employer if required.

16.11 Carer's Leave

16.11.1 An employee, other than a casual employee, with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this sub-clause, any sick leave entitlement for absences to provide care and support for such persons when they are ill or require care due to an unexpected emergency (refer clause 16.8). The entitlements of casual employees in relation to Carer's Leave are set out in clause 16.13.

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

16.11.3 The entitlement to use carer's leave in accordance with this sub-clause is subject to:

- (a) The employee being responsible for the care of the person concerned; and
 - i. The *person concerned* being either a member of the employee's immediate family or a member of the employee's household.
- (b) The term *immediate family* includes a person with whom the employee has a relationship that is particularly important, such as:
 - i. a partner of the employee;
 - ii. a de facto partner, who in relation to a person, is a partner of the first mentioned person who lives with the first mentioned as partner of that person on a bona fide domestic basis, although not legally married to that person;
 - iii. 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 or the employee of the partner or de facto partner of the employee, or a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis;
 - iv. a relative of the employee who is a member of the same household, where for the purpose of this paragraph:
 - *relative* means a person related by blood, marriage, or affinity;
 - *affinity* means a relationship that one partner has to blood relatives of the other; and
 - v. a person in relation to whom the employee can show there is a particularly important relationship.

16.11.4 The 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 prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

16.12 Unpaid Leave for Family Purposes

16.12.1 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill. The employer and employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to 2 days (up to a maximum of 16 hours) per occasion.

16.12.2 Notwithstanding the provision of this clause, an employee may elect, with the consent of the employer, to take annual leave in single periods not exceeding 10 days in any calendar year at a time or times agreed between them.

16.13 Casual Employees Caring Responsibilities

16.13.1 Subject the provision of appropriate supporting evidence, (eg. medical certificate etc), a casual employee is entitled to not be available to attend work, or to leave work:

- (a) if they need to care for members of their immediate family or household who are sick and require care and support, or
- (b) who require care due to an unexpected emergency, or the birth of a child; or upon the death of an immediate family or household member.

16.13.2 The employer and the casual employee shall agree on the period for which the casual employee will be entitled to not be available to attend work. In the absence of agreement, the casual employee is entitled to not be available to attend work for up to 48 hours (i.e. 2 days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

16.13.3 An employer must not fail to re-engage a casual employee because the casual employee accessed the entitlements provided for in this clause.

16.14 Long Service Leave

16.14.1 Entitlement

- (a) An employee who has completed 10 years' of continuous service shall be entitled to 13 weeks' long service leave with pay.
- (b) Any public holiday that occurs during the period of long service leave shall not be regarded as part of the leave. The employer shall grant to the employee a day off in lieu.

16.14.2 Payment of Long Service Leave

16.14.2.1 Long service leave shall be paid at the employee's rate of pay at the time the leave is taken. Where the period of continuous service includes periods of less than full-time service (including recognised prior service), calculation and payment of such periods of service shall be on a pro-rata basis.

16.14.2.2 Employees may take the whole or part of long service leave at half pay for a period equal to twice the whole or part of the period. On request of the employee and with the agreement of the employer, payment of long service leave may be paid in a lump sum at the commencement of the leave.

16.14.2 Pro-Rata Entitlement

- (a) An employee may access the entitlement in clause 16.14.1 on a pro-rata basis after 7 years of continuous service.
- (b) Where an employee with not less than 4 years of continuous service retires on account of ill health, dies or is retrenched, the employee or the legal personal representative of the employee shall receive payment on a pro-rata basis.

16.14.4 Pro-Rata Payment in Long Service Leave

An employee is entitled to be paid out the pro-rata component of their long service leave after 7 years if they resign or if their services are terminated.

16.14.5 Recognition of Prior Service

16.14.5.1 Prior service shall be recognised. Provided that the following conditions are fulfilled:

- (a) the previous employer transfers funds and details of the employee's leave entitlement to the new employer to cover the employees pro rata leave liability,
- (b) breaks in service do not exceed 12 months or in special circumstances up to 5 years.

- 16.14.5.2 Prior service shall include any period or periods of service in:
- (a) Community Legal Centres, any Australian State or Commonwealth Public Services (including the armed forces);
 - (b) Any statutory authority;
 - (c) Any Local Government Authority; or
 - (d) Any other organization as may be recognised from time to time by the employer, provided that such service is only recognised if the body described above recognizes for long service leave purposes service with the Community Legal Centre.
- 16.14.5.3 If the previous employer/s does not make any funds available, then the employer will still recognise the period of service, but will only be responsible for funding the component of the service that was accrued with the current employer.
- 16.14.8 Recognition of Continuous Service**
Any period of long service for which leave has been taken or payment in lieu of leave has been made shall be used for the purposes of calculating continuous service, but no further payment can be made or leave taken with respect to those periods. No periods of unpaid leave shall be recognised as service unless specified.
- 16.14.6 Taking Long Service Leave**
Long service leave shall be taken at times which are convenient to the needs of the employer, but as far as is practicable the wishes of the employee shall be considered when fixing the time for taking of leave.
- 16.14.7.3 Long Service Leave Portability**
If during the life of this Agreement, a portable long service leave scheme comes into effect across the non-government community sector, and if but for the foregoing provisions of clause 16.14.1 that scheme would apply to any employee covered by this Agreement, then from the date the employee would otherwise have been entitled to be covered by the scheme the foregoing provisions of clause 16.14.1 of this Agreement will cease to have effect in relation to that employee and that employee will be entitled to become a participant in the scheme.
- 16.15 Parental Leave**
Parental leave allows employees to take time away from work after the birth or adoption of a child. Employees are entitled to parental leave in accordance with the relevant provisions of the Fair Work Act (2009) and the Paid Parental Leave Act (2010).
- 16.15.1 Government Paid Parental Leave Scheme**
The paid leave entitlements contained within this Agreement shall apply in addition to the Government Paid Parental Leave Scheme. The entitlement to employer paid parental leave shall be available to the employee prior to any parental leave entitlement under the Government scheme.
- 16.16 Paid Parental Leave**
- 16.16.1 After 12 months' continuous service, parents are entitled to a combined total of 52 weeks parental leave in relation to the birth or adoption of their child.
- 16.16.2 For employees eligible for parental leave, the first 6 weeks shall be paid parental leave.
- 16.16.3 Parental leave shall be paid at an eligible employee's rate of pay at the time of taking parental leave.
- 16.16.4 Payment under 16.16.2 may be taken at commencement of parental leave or at half pay for twice the period at the request of the employee.

16.16.4 Primary Caregivers

16.16.4.1 An employee will provide the following to the employer at least 10 weeks prior to the expected date of commencement of parental leave:

- (a) A certificate from a registered practitioner confirming the pregnancy and the expected date of the birth;
- (b) Notice of the date in writing, of when the employee proposes to commence parental leave, stating the period of leave to be taken. This notice will be provided to the employer with not less than 4 weeks notice from the date of commencement. An employee will not be in breach of this clause if they fail to give the stipulated period of notice if it is a result of the birth of the child occurring earlier than expected or other medical reasons.
- (c) Unless agreed otherwise between the employee and the employer, an employee may commence parental leave at any time within 6 weeks immediately prior to the expected date of the birth.
- (d) Where a female employee continues to work within the 6 week period immediately prior to the expected date of the birth, or where the employee elects to return to work within 6 weeks after the birth of the child, the employer may require the employee to provide a medical certificate stating she is able to complete her normal duties.

16.16.4.2 An eligible employee who is the primary caregiver and has at least 12 months continuous paid service prior to the expected date of birth or adoption, will:

- (a) be granted the entitlement as per clause 16.16.2, to be taken in connection with the birth or adoption of a child either before and/or after the birth;
- (b) be entitled to a further period of unpaid parental leave, with the total of paid and unpaid leave not exceeding 52 weeks;
- (c) if the employee does not qualify for paid parental leave, be entitled to take up to 52 weeks unpaid parental leave; and
- (d) not have an entitlement to paid parental leave whilst on leave without pay in excess of 52 weeks.

16.16.5 Special Parental Leave

An employee whose pregnancy having proceeded for a period of not less than 20 weeks terminates other than by the birth of a living child shall:

- (a) where parental leave has not commenced, be entitled to paid leave as per clause 16.16.2, or
- (b) where parental leave has commenced be entitled to the balance of paid leave as per clause 16.16.2 and such leave, being accumulated sick leave or unpaid leave as a medical practitioner certifies to be necessary before her return to work to a combined total of 52 weeks.
- (c) An employee to be eligible for a subsequent period of paid maternity leave must have returned to work.

16.16.6 Return to Work – Primary Caregivers

- (a) An employee must confirm their intention of returning to work by notice in writing to the employer, giving not less than 4 weeks notice prior to the expiration of the period of parental leave.
- (b) Upon the expiration of the period of leave, the employee is entitled to resume work at the substantive classification and salary, with duties commensurate with his or her qualifications and experience and as far as practicable similar to those performed prior to the commencement of parental leave.
- (c) An employee may negotiate part-time working arrangements on recommencement. If such part-time work is requested by the employee, the employer will not unreasonably withhold agreement and will make a decision based on the operational requirements of the organisation. Such a request and any agreement must be recorded in writing and specify the duration of the arrangement.
- (d) Any period of unpaid parental leave must not be considered as a break in service for any purposes, but does not count as service for the purposes of accruing entitlements. Any period of paid parental leave does constitute service for the purpose of accruing entitlements.

16.16.7 Partner Leave

An eligible employee who has at least 12 months continuous paid service prior to the expected date of birth or adoption, will:

- (a) be entitled to 2 weeks paid partner leave in connection with the birth or adoption of a child for whom he or she has accepted responsibility, to be taken either before and/or after the birth or adoption;
- (b) if he or she is the primary care giver, be entitled to a further 50 weeks of unpaid extended partner leave;
- (c) be entitled to 2 weeks paid partner leave in the event of a stillbirth or infant death.

16.16.8 Return to Work - Partners

- (a) Pursuant to 16.16.7(b), an employee must confirm his or her intention of returning to work by notice in writing to the employer, giving not less than 4 weeks notice prior to the expiration of a period of extended unpaid partner leave.
- (b) Upon the expiration of any period of paid or unpaid partner leave, the employee is entitled to resume work at the substantive classification and salary, with duties commensurate with his or her qualifications and experience and as far as practicable similar to those performed prior to the commencement of parental leave.
- (c) An employee may negotiate part-time working arrangements on recommencement. If such part-time work is requested by the employee, the employer will not unreasonably withhold agreement and will make a decision based on the operational requirements of the organisation. Such a request and any agreement must be recorded in writing and specify the duration of the arrangement.
- (d) Any period of unpaid partner leave must not be considered as a break in service for any purposes, but does not count as service for the purposes of accruing entitlements. Any period of paid partner leave does constitute service for the purpose of accruing entitlements.

16.16.8 Adoption leave

An employee, other than a casual employee, with at least 12 months continuous service who submits satisfactory evidence of being an approved applicant for the adoption of a child and of the date of placement of that child is entitled to leave:

- (a) where he/she is the primary care giver, on full pay for a continuous period of 6 weeks, commencing from the date of placement and to such leave without pay as will bring the aggregate leave to a continuous period not exceeding 52 weeks;
- (b) where he/she is the secondary carer on full pay for 5 consecutive working days or for a period which in aggregate does not exceed 5 working days.

16.16.9 Return to Work - Adoption

- (a) An employee who is a primary care giver must confirm his or her intention of returning to work by notice in writing to the employer, given not less than 4 weeks prior to the expiration of the period of adoption leave.
- (b) Upon the expiration of the period of leave, the employee is entitled to resume work at the substantive classification and salary, with duties commensurate with his or her qualifications and experience and as far as practicable similar to those performed prior to the commencement of parental leave.
- (c) An employee may negotiate part-time working arrangements on recommencement. If such part-time work is requested by the employee, the employer will not unreasonably withhold agreement and will make a decision based on the operational requirements of the organisation. Such a request and any agreement must be recorded in writing and specify the duration of the arrangement.
- (d) Any period of unpaid adoption leave must not be considered as a break in service for any purposes, but does not count as service for the purposes of accruing entitlements. Any period of paid adoption leave does constitute service for the purpose of accruing entitlements.

16.16.10 Permanent Care Leave

If an employee, other than a casual employee, is granted custody of a child under the Children & Young Person's Act 1989 by the Children's Court or the Family Court, and the employee is the primary care giver for the child, the employee will be entitled to two weeks paid leave at a time to be agreed.

16.16.11 Transfer to a Safe Job

- (a) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
- (b) If a transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee, to commence parental leave.

16.16.12 Pre-Natal Leave

- (a) In addition to the Parental Leave provisions of this Agreement, an employee who presents a medical certificate from a registered medical practitioner stating that she is pregnant will have access to paid leave totalling up to 36 hours per pregnancy to enable her to attend the routine medical appointments associated with the pregnancy. Each absence must be covered by a medical certificate.
- (b) The work unit should be flexible enough to allow such employees the ability to leave work and return on the same day.
- (c) On presentation of a medical certificate stating such, any employee who has a partner who is pregnant will have access to paid leave under this sub-clause totalling up to 7.6 hours per pregnancy to enable their attendance at routine medical appointments associated with the pregnancy. Each absence must be covered by a medical certificate.

16.17 Blood Donation Leave

Leave may be granted to an employee without loss of pay to visit the Red Cross Blood Bank as a donor once every 3 months.

16.18 Community Service Leave

16.18.1 Any employee required to appear and serve as a juror in any court shall be entitled to leave with pay for the period during which the attendance of the employee at court is required. The employee shall not be required to pay the employer the amount received as jury fees.

16.18.2 An employee who is a member of a voluntary emergency relief organisation including, but not limited to, the Country Fire Authority, Red Cross, State Emergency Service and St Johns Ambulance must be released from normal duty without loss of pay where an emergency situation arises that requires the attendance of the employee.

16.18.3 An employee who is required to attain qualifications or to requalify to perform activities in an emergency relief organisation must be granted leave with pay for the period of time required to fulfil the requirements of the training course pertaining to those qualifications, provided that such training can be undertaken without unduly affecting the operations of the Agency in which the employee is employed.

16.19 Study Leave

16.19.1 Employees may be entitled to paid study leave and other associated benefits in accordance with the Eastern Community Legal Centre Study Policy (refer [Appendix D](#)).

16.20 Cultural and Ceremonial Leave

16.20.1 The parties to this Agreement recognise and value the cultural diversity of all employees and therefore shall provide the opportunity for employees who are required to observe days of cultural, ceremonial and /or religious significance.

16.20.2 Where attendance requires time away from work, employees may apply for any accrued leave to which they may be entitled and shall have reasonable access to flexi-time. Alternatively the employee may elect to apply for up to 10 days unpaid leave per annum, non-cumulative.

16.21 Leave Without Pay

16.21.1 The employer will consider any and all requests for leave without pay from permanent employees.

16.21.2 Leave without pay requests will be granted at the discretion of the Chief Executive Officer based on operational requirements.

17. Additional Paid Leave

Permanent employees will be entitled to additional paid leave for normal days of work that fall between Christmas Day and New Years Day.

18. Substitute Leave for Public Holidays

18.1 An employee who is rostered to perform ordinary duty on a Public Holiday but who is on paid leave on that day will be granted one day's leave in lieu of the Public Holiday.

18.2 An employee whose rostered day off duty falls on a Public Holiday will be granted 1 day's leave in lieu.

19. Public Holidays

19.1 An employee, other than a casual, shall be entitled to the following days without loss of pay:

- New Year's Day
- Australia Day
- Labour Day
- Good Friday
- Easter Saturday
- Easter Monday
- Anzac Day
- Queen's Birthday
- Melbourne Cup Day
- Christmas Day
- Boxing Day

19.2 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.

19.3 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.

19.4 When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

19.5 When in a State or locality, Public Holidays are declared or prescribed on days other than those set out above; those days shall constitute additional holidays for the purpose of this Agreement.

19.6 An employer and the majority of affected employees may agree to substitute another day for any prescribed in this clause. Such an agreement shall be recorded in writing and be available to every affected employee.

19.7 Where, outside the Melbourne metropolitan area, a Public Holiday is proclaimed in that Municipality for the observance of local events, that day will be observed as a Public Holiday in lieu of Melbourne Cup Day. Employees who have their principal employment in a municipality where Melbourne Cup Day is not observed as a Public Holiday, or in a Municipality where a Public Holiday is not proclaimed for the observance of local events, will be granted one day's leave in lieu of Melbourne Cup Day, to be taken on a day to be agreed between the employees concerned and their manager.

19.8 Staff shall receive a substitute leave day for working on Public Holidays as outlined in clause 18 of this Agreement.

20. Calculation of the Period of Continuous Service

In calculating continuous service for the purposes of this Agreement:

- (a) all periods of paid leave, including Public Holidays;
- (b) periods of unpaid leave of less than twelve months for which compensation is payable under Act(s) of Parliament relating to accident compensation;
- (c) recognised prior service;
- (d) such other periods as the employer may determine in a particular case;

shall be counted as service.

21. Anti-Discrimination

21.1 It is the intention of the respondents to this Agreement to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

21.2 Accordingly, in fulfilling their obligations under the above, the respondents must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

21.3 Nothing in this clause is to be taken to affect:

- (a) any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation.
- (b) an employee, employer or registered organisation, pursuing matters of discrimination in the State or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.
- (c) the exemptions in s 772 (2) of the Fair Work Act.

22. Harassment, Occupational Health and Safety, and Workplace Injury

The employer is responsible for providing a working environment where employees are free from harassment, where it is safe to work, and where employees are assured of appropriate workplace support in the event of workplace injury.

22.1 Harassment

22.1.1 Harassment is an unacceptable and illegal behaviour that will not be tolerated under any circumstances. The employer believes that all people have the right to work in an environment that is free of harassment. The employer is committed to preventing all forms of harassment and redressing harassment where it has occurred.

22.1.2 Managers and the Chief Executive Officer are required to ensure that all employees are treated fairly and equitably and are not subject to harassment. The employer will also ensure that complainants and witnesses are not victimised in any way.

22.1.3 Any reports of harassment will be treated seriously by the employer, and will be investigated thoroughly and confidentially. Disciplinary action will be taken against anyone found to be guilty of harassing a co-worker.

22.1.4 *Harassment* is any form of verbal or physical behaviour that is uninvited, unwelcome and personally offensive to the recipient and creates an intimidating, hostile or offensive environment. Harassment may take the form of, but is not limited to:

- (a) Sexism.
- (b) Racism.
- (c) Favouritism.
- (d) Victimisation.
- (e) Coercion.
- (f) Jokes or innuendo.
- (g) Torment, intimidation abuse or assault.

22.1.5 Where an employee believes they have experienced harassment, the dispute resolution procedure as outlined in [clause 25](#) of the Agreement should be implemented, and where necessary, disciplinary action taken in accordance with [clause 26](#).

22.2 Occupational Health and Safety

22.2.1 The parties to this agreement acknowledge the considerable human and financial costs of occupational stress and agree to work together to reduce the incidence and cost of stress related illness. The parties share the concern that the rise in incidence may indicate ongoing workplace management issues that require attention.

22.2.2 The parties further acknowledge that prevention of work related stress would be a significant contributor to achieving reduction in the incidence of stress related illness and that the effectiveness of the outcomes from measures developed can be further enhanced by co-operative and collaborative efforts between the parties to this agreement.

22.2.3 The employer will comply with the Victorian Occupational Health and Safety Act 2004 and relevant regulations and Codes of Practice.

The Victorian Occupational Health and Safety Act 2004 states that:

- (a) employers are required to provide and maintain a work environment that is safe and without risks to health for employees.
- (b) employees must not wilfully or recklessly interfere with or misuse anything provided in the interests of health, safety or welfare.
- (c) employees must not wilfully place at risk the health or safety of any person at the workplace.

22.2.4 The employer commits to:

- (a) Consulting with relevant staff and occupational health and safety representatives in the workplace in relation to "work changes" and when selecting plant, equipment and substances with the aim of eliminating or reducing hazards at the workplace.
- (b) introducing occupational health and safety training programs aimed at maximising employee input to the identification, assessment and control of hazards.
- (c) providing effective rehabilitation of injured workers and an early return to work program.
- (d) establishing and maintaining an Occupational Health and Safety Committee (which may be as part of the Joint Consultative Committee as negotiated). Any concerns about the state of the work environment will be directed to the OH&S Officers. The officers will be responsible for addressing any concerns or raising them with the Manager to be resolved.
- (e) providing access for approved training of elected Occupational Health and Safety Representatives to a maximum of 10 days in any two-year period.
- (f) providing access to first-aid training and allowances for first aid officers.
- (g) providing workplace first-aid kits.

22.3 Workplace Injury

- 22.3.1 The employer keeps a register of injuries.
- 22.3.2 All employees are required to report any injury to their line manager in the first instance and record the injury, in detail, in the Incident Reporting folder located at front desk. The responsibility is then with the manager to report the injury to the Occupational Health and Safety representative/s and WorkSafe Victoria (if applicable) to ensure proper procedure is being followed. This may include ensuring that the employee has been seen by a health practitioner and ongoing support and assessment is in place.
- 22.3.3 The employer agrees to provide relevant rehabilitation to employees who have suffered an injury or illness that is work-related. The employer shall investigate the possibility of providing alternative duties to assist in the rehabilitation process in consultation with the rehabilitation provider.

22.4 Occupational Health and Safety Training Leave

- 22.4.1 An employee, upon election as a Health & Safety Representative, may be granted up to 5 days paid leave as soon as practicable after election undertake appropriate training from a training organisation of his or her choice that is approved by the WorkSafe Victoria and the employer, having regard to the course places and the employer's operational requirements.
- 22.4.2 The employer shall meet any reasonable costs incurred.
- 22.4.3 Leave under this clause must only be granted to an employee on 1 occasion.

23. Termination of Employment

23.1 Notice Termination by Employer

- 23.1.1 In order to terminate the employment of an employee, 4 weeks' written notice shall be given by the employer, except that in the case of termination of employment of an employee during the probationary period where the notice period shall be 2 weeks.
- 23.1.2 In addition to clause 23.1.1, employees over 45 years of age at the time of the giving of the notice with not less than 2 years' continuous service, are entitled to an additional week's notice.
- 23.1.3 Payment in lieu of the prescribed notice in this clause must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.
- 23.1.4 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:
- (a) the employee's ordinary hours of work (even if not standard hours); and
 - (b) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
 - (c) any other amounts payable under the employee's contract of employment.
- 23.1.5 the period of notice in this clause does not apply:
- (a) in the case of dismissal for serious misconduct;
 - (b) to apprentices;
 - (c) to employees engaged for a specific period of time or for a specific task or tasks;
 - (d) trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
 - (e) to casual employees.

23.1.6 Continuous service is defined in [clause 20](#) of this Agreement.

23.2 Notice of Termination by an Employee

23.2.1 The notice of termination required to be given by an employee is 4 weeks' written notice.

23.2.2 If an employee, without the express agreement of the employer, fails to give the notice specified in 23.2.1, the employer is not obliged to make payment in lieu of the balance of the notice period that was not worked. No deduction may be made from wages owing or accrued entitlements.

24. Redundancy

24.1 Redundancy occurs where an employer has made a definite decision, due to operational requirements, that the employer no longer wishes the job the employee has been doing done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.

24.2 In such a case, the manager has a responsibility to inform staff members that the position is redundant and to investigate avenues to redeploy. If redeployment is not possible, [clause 23.1](#) will apply. An employee should be notified of the redundancy as soon as possible, but not less than 4 weeks prior to the redundancy becoming effective.

24.3 Prior to any final decision regarding redundancy, the employer will consult with potentially affected staff in accordance with [clause 6](#) of this Agreement.

24.4 Job Vacancies

Any employee made redundant within the past 6 months will be considered internal staff and will be eligible to apply for any vacant positions.

24.5 Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

24.6 Severance Pay

An employee, whose employment is terminated by reason of redundancy, is entitled to the following amount of severance pay in respect of a period of continuous service:

Period of Continuous Service	Severance Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and over	16 weeks' pay

24.6.1 In addition to severance pay, employees terminated by reason of redundancy will receive any leave entitlements owing (including any accrued annual leave and pro-rata long service leave).

24.6.2 An employee aged over 45 years is entitled to an additional 1 week's severance pay.

- 24.6.3 *Week's Pay* refers to remuneration for an employee's weekly number of hours of work is calculated at the ordinary time rate of pay and in addition shall include:
- (a) the cash value of any deduction for board and lodging.
 - (b) over award payment for ordinary hours of work.
 - (c) shift work premiums.
 - (d) Saturday and Sunday premiums where they are part of regular work.
 - (e) supplementary payment.
 - (f) service grant.
- 24.7 Employee Leaving During Notice Period**
An employee given notice of termination by reason of redundancy may terminate his or her employment during the period of notice set out in clause 24.2. The employee will be entitled to receive the benefits and payments they would have received under clause 24 had they remained with the employer until the expiry of the notice period.
- 24.8 Job Search Entitlement**
- 24.8.1 During the period of notice of termination given by the employer in accordance with [clause 23.1](#), an employee shall be allowed up to 1 day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- 24.8.2 If the employee has been allowed paid leave for more than 1 day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- 24.9 Employees Exempted**
- 24.9.1 This clause does not apply to:
- (a) employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
 - (b) probationary employees;
 - (c) apprentices;
 - (d) trainees;
 - (e) employees engaged for a specific period of time or for a specified task or tasks; as defined by the Fixed Term Clause contained within this Agreement; or
 - (f) casual employees.
- 24.9.2 The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of his or her employment and the classification of or the type of work performed by the employee.
- 24.10 Redundancy Disputes**
- 24.10.1 Where a redundancy dispute arises, and if it has not already done so, an employer must provide affected employees and their representative (if requested by any affected employee) in good time, with relevant information including:
- (a) the reasons for any proposed redundancy;
 - (b) the number and categories of workers likely to be affected; and
 - (c) the period over which any proposed redundancies are intended to be carried out.
- 24.10.2 Where a redundancy dispute arises and discussions occur in accordance with this clause the employer will, as early as possible, consult with employees and their representative on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse affects of any proposed redundancies on the employees concerned.
- 24.11 Transmission of Business**
- 24.11.1 The provisions of this clause are not applicable where a business is before or after the date of this Agreement, transmitted from an employer (in this subclause called the transmitter) to another employer (in this subclause called the transmittee), in any of the following circumstances:

- (a) Where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee; or
- (b) Where the employee rejects an offer of employment with the transmittee:
 - i. in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and
 - ii. which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.

24.12 Outgoing employees

24.12.1 All outgoing employees are entitled to request an exit interview at the time of resignation or redundancy, with any or a combination of the following:

- (a) Manager.
- (b) Chief Executive Officer.

The Manager/Chief Executive Officer is responsible for informing outgoing employees of this entitlement at the time of resignation/redundancy.

24.12.2 The exit interview should be an informal process and focus on strengths and weaknesses with a view to improving the role, workplace and services. The interview should be conducted at a mutually convenient time as near as possible to the employee's end date.

24.12.3 All employees who have been in the employ of the employer for a minimum period of 3 months will be entitled to receive an accurate letter of reference written by their manager or the Chief Executive Officer. All references must include the dates of the period of employment and the position title.

25. Dispute Resolution

25.1 If a grievance arises about:

- (a) the Agreement;
- (b) the National Employment Standards; or
- (c) any other work-related matter (including a dispute about whether workplace rights have been breached)

the parties to the dispute will attempt to resolve the dispute at the workplace level by discussions between the employee or employees and employees shall have the right for the grievance to be heard through each level of line management.

25.2 The dispute resolution procedure is to be used when raising an issue of concern with another employee, manager or Chief Executive Officer where it directly affects the work practices of another employee, in relation to a matter raised in this agreement or any other matter causing a dispute between parties. This process can also be used to try to resolve personal conflict between two staff members.

25.3 The dispute resolution procedure is not to be used as a disciplinary procedure; the process for disciplinary action is outlined in [clause 26](#) and when necessary will be adhered to.

25.4 The dispute resolution procedure utilised shall be consistent with the principles of procedural fairness and is provided in [Appendix A](#).

25.5 The employee is entitled to nominate a representative to be present during any stage of the dispute resolution procedures and mediation. The arrangement of a meeting under this clause will ordinarily take place within seven working days of notification of a dispute or grievance.

- 25.6 If the matter cannot be resolved using grievance procedures (refer [Appendix A](#)), it may be referred to Fair Work Commission (FWC) for further mediation, conciliation and, if unresolved, arbitration, not less than one month after original notification of the dispute or grievance. The parties agree that FWC or the independent arbitrator shall have all necessary powers to require any person or persons or documents to be produced that will assist in the resolution of these matters and to set out any procedural requirements for the determination of matters. The parties agree to comply with any procedural directions.
- 25.7 A decision made by FWC as a result of arbitration will be accepted by both parties subject, in the case of a decision by FWC, to either party exercising a right of appeal against the decision to a Full Bench of FWC.
- 25.8 Until the matter is resolved, work must continue in accordance with the custom and practice in existence prior to notification of the matter. Exceptions to this clause shall be:
- (a) in health and safety matters where existing conditions may place a party at risk, or
 - (b) where existing conditions may place either party under unreasonable duress pending resolution of the matter.

26. Disciplinary Procedure

- 26.1 The disciplinary procedure is used to address ongoing performance related issues that arise that have not been resolved through regular supervision or the performance appraisal process.
- 26.2 Before commencing counselling and disciplinary processes, the employer will:
- (a) Tell the employee the purpose of the meeting.
 - (b) Provide the employee with a copy of the formal disciplinary process to be followed.
 - (c) Provide reasonable opportunity for the employee to seek advice from a representative of their choice, including a union representative before the disciplinary procedure commences.
 - (d) Provide an opportunity to be represented by a representative of the employee's choice, which may be a union representative if so desired.
 - (e) Allow the employee the opportunity to provide their view or explanation on the issues including any details of mitigating circumstances.
- 26.3 The Counselling and Disciplinary Procedure shall be consistent with the principles of procedural fairness and is provided in [Appendix B](#).

27. Dismissal

- 27.1 Termination of employment by the employer will not be harsh, unjust or unreasonable having regard to all circumstances.
- 27.2 An employee will not be dismissed without regard to the Counselling and Disciplinary Procedure as outlined in [Appendix B](#).
- 27.3 An employee dismissed under this clause, will be entitled to receive 4 weeks pay in lieu of notice.

27.4 Instant Dismissal

- 27.4.1 The employer is committed to constructive relationships with employees, however should circumstances constituting serious misconduct arise, instant dismissal may be the most appropriate course of action. Serious misconduct includes the following:
- (a) wilful misconduct, that is serious in nature and that compromises the organisation.
 - (b) dishonesty of the employee in relation to their employment.
 - (c) commission of a crime in the course of employment.
 - (d) commission of a crime outside the course of employment which is relevant to the duties of the employee and compromises the organisation.
 - (e) neglect of duty which happens on a regular basis and is of a serious nature.
 - (f) abandonment of employment.

27.4.2 An employee that is instantly dismissed shall not be entitled to payment in lieu of notice.

28. Right of Representation

28.1 An employee (whether individually or collectively) in any dealings with the employer is entitled to choose to be represented by a nominated representative of their choice in relation to any matter arising from, or in connection, with this Agreement.

28.2 Employees will be allowed reasonable access to electronic communication devices to facilitate communication between employees and their representative on matters relating to this Agreement.

28.3 An employee representative will be provided with reasonable time off from normal duties for such periods of time as is necessary to enable him/her to carry out representative functions pertaining to employment matters arising from this Agreement, subject to operational requirements. These functions may include participation in bargaining and other consultation processes or any other representative function.

29. Workplace Relations

29.1 The employer is committed to:

- (a) Developing and maintaining constructive on-going interaction between the employer, employees and the employee industrial representative organisation party to this agreement.
- (b) Agreed objectives for the organisation.
- (c) Respecting the rights of employees to engage in Union activities.
- (d) Effective prevention and settlement of industrial disputes.
- (e) Regular consultation and communication, and the establishment of an appropriate forum for such consultation between the employer/ employee and the employee industrial representative organisation party to this agreement.

29.2 Right of Entry

A properly accredited official or officer of the Australian Services Union or other relevant Union shall have rights of access to enter the employer's premises for the purpose of ensuring compliance with the Agreement and for disagreements or other matters relating to the relationship between the employer and employees.

29.3 Workplace Representative Training

29.3.1 The employer recognises the role that staff union representatives play in promoting understanding and knowledge of industrial arrangements and in dispute resolution.

29.3.2 On being notified in writing that an employee has been appointed as a staff union representative, the employer will recognise the employee as a union representative and allow them reasonable time in working hours, without loss of pay, to perform the tasks required to effectively represent employees on matters arising from this Agreement, subject to operational requirements. These functions may include participation in bargaining and other consultation processes or any other representative function.

29.3.3 Such an employee may be granted up to 5 days paid leave to attend workplace relations training within each 12 month period or up to 10 days within a 24 month period, so long as the granting of such leave does not unduly affect operational requirements.

29.3.4 Employees will be allowed reasonable access to electronic communication devices to facilitate communication between employees and their representative on matters relating to this Agreement.

30. Acceptance of Agreement

This Agreement is made and approved under section 172 of the Fair Work Act 2009.

Signed for and on behalf of the Eastern Community Legal Centre Inc.

Michael Smith
Employer Representative
Eastern Community Legal Centre
Suite 3 Town Hall Hub, 27 Bank Street BOX HILL VIC 3128

Date:

Signed for and on behalf of employees of Eastern Community Legal Centre Inc.

Lauren Hills
Nominated Employee Representative
Eastern Community Legal Centre
Suite B, 6 Floriston Road BORONIA VIC 3155

Date:

APPENDIX A–Grievance Procedure

Assistance

A staff member or volunteer is entitled to the assistance of a Union or any other person at any stage of the grievance process.

Timeframe for processes

Steps 1 and 2 should be completed within seven working days of a grievance arising. Step 3 should be completed within one month of a grievance being formally referred to the CEO.

Process Steps

Step 1 - Informal Process

The Centre aims to resolve all grievances informally. It is only when these avenues have been exhausted that a formal process should be entered into.

Where a staff member or volunteer has a grievance that involves the conduct of a staff member, volunteer or a member of the ECLC Board, it is generally to be expected that the staff member or volunteer will discuss the matter with that person.

However, the Centre also recognises it is difficult in sensitive cases to expect a staff member or volunteer to confront the other person about their behaviour or conduct. In such cases, the staff member or volunteer should discuss their concerns with the relevant manager, the CEO or, if their grievance is with the CEO, with the Chairperson of the ECLC Board in order to resolve the grievance as soon as possible.

Step 2 - Formal Process (Resolution By CEO)

If a grievance has not been resolved informally, the staff member or volunteer may request a meeting with the CEO and notify the CEO (in writing) as to the substance of the grievance.

If the CEO is party to the dispute, the Chairperson of the ECLC Board shall act in her/his place for the purpose of this grievance procedure.

Prior to the meeting outlined in (iii) below, the staff member or volunteer initiating the grievance will provide full details of the allegation(s) to the other party. The other party will be given the opportunity and a reasonable time to respond before resolution is attempted.

The CEO (or Chairperson) will request a private meeting with the parties to the grievance.

The CEO (or Chairperson) will open discussions by inviting both parties to speak and comment on the grievance, with a view to a resolution.

The CEO (or Chairperson) is to mediate between the two parties. The meeting should be conducted honestly, without bias and should not be unduly delayed.

CEO (or Chairperson) shall make a file note summarising the dispute. A copy of the file note shall be placed on parties' personnel files. If the dispute is resolved and no further action is to be taken, the file note(s) should be destroyed after three months.

Step 3 – Mediation

If the CEO (or Chairperson) is unable to resolve the grievance, they may refer the grievance to an independent mediator to mediate between the two parties.

The Mediator should make a file note summarising the dispute. A copy of the file note shall be placed on parties' personnel files. If the dispute is resolved and no further action is to be taken, the file note(s) should be destroyed after three months.

Step 4 – Formal Process (Resolution by CEO)

If the matter remains unresolved after Steps 1 - 3, the CEO will make a determination in regard to the grievance.

The CEO will inform the Executive of the ECLC Board of the grievance and their action to determine the issue.

A party to the grievance may request the Executive to review the determination

The CEO will resolve the matter as promptly as possible and in a manner consistent with natural justice principles. It shall:

- consider all viewpoints;
- be consistent (treat all staff members or volunteers the same way);
- admit errors and fix problems; and
- decide upon a response/action and give a full explanation (ie. finalise the matter).

Step 5 - Formal Process (Notification of Union and Referral to Outside Body)

If a staff member is not satisfied with the resolution reached in step 2, the relevant Union may be notified in writing, if this has not already occurred.

The matter may be referred to an outside body.

APPENDIX B –Counselling and Disciplinary Procedure

The Centre is committed to resolving problems through open communication and in a manner that is consistent with cooperative work practices, and the principles of natural justice.

Counselling and Disciplinary Procedure

Step 1 – Informal Counselling

The Manager (in consultation with the Principal Lawyer, if appropriate) will meet with the staff member, and identify the area of unsatisfactory performance or behaviour. The staff member must have outlined to them the standard of performance or behaviour that is expected of them and be given guidance as to how to meet that standard.

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

The Manager will record that the staff member was counselled, however, no record is to be kept of the discussion during the counselling session.

Informal Counselling may be skipped if the issue of a staff member's performance or behaviour is serious and demands formal action to be taken immediately.

Step 2 – Formal Counselling

If the staff member's performance or behaviour has failed to improve after informal counselling, or if the Manager believes informal counselling is inappropriate, the staff member will be formally counselled.

Formal counselling shall be undertaken by the Chief Executive Officer and where relevant, the Manager.

If a lawyer is being counselled, it may be appropriate for the Chief Executive Officer to consult with the Principal Lawyer. If the Chief Executive Officer is being counselled, two ECLC Board members shall counsel him/her.

Formal counselling will follow similar principles to informal counselling, but a record will be made. A copy of the counselling record will be given to the staff member and another copy placed on their personnel file. A time period will be set (if possible, one the staff member agrees to) during which the staff member's performance or behaviour should improve; a review shall be conducted at the end of that time. If the staff member's performance or behaviour has improved, but not to the required standard, the Chief Executive Officer may decide that a further review period is required.

The record kept on the staff member's personnel file will be destroyed after six months if there has been no recurrence of the problem by that time.

Step 3 – First Written Warning

If following formal counselling, either through a single session or several, the Chief Executive Officer is not satisfied the staff member's performance has reached the required standard of performance or behaviour, the Chief Executive Officer shall set a final review period and issue the staff member with a written warning. The written warning should explain:

- the problem identified with the staff member's performance or behaviour and the standard expected of them;
- the review period set;
- the remaining steps of the counselling and disciplinary procedures;

- should the staff member's performance or behaviour not reach the standard expected of the staff member, the Centre will instigate action under Step 4 of these procedures; and
- the potential that steps 4, 5 and 6 of these procedures may be instigated, leading possibly to dismissal, salary reduction or change in job responsibilities.

The Chief Executive Officer shall inform the Executive that the written warning has been issued and brief it regarding the matter.

Step 4 – Second Written Warning

If there is insufficient or no improvement after the review period, the Chief Executive Officer will issue the staff member with a written notice which:

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

A copy of the warning will also be placed on the staff member's personnel file and will be destroyed if there is no recurrence of the problem within six months.

The staff member will be again counselled.

The Chief Executive Officer shall inform the Executive that the second written warning has been issued and brief it regarding the matter.

Step 5 – Final Written Warning

If by the end of the review period the staff member's performance or behaviour has not met the required standard, the Chief Executive Officer will again discuss the issue with them. If a final warning is given, then it shall be issued in writing and placed on the staff member's personnel file. If there is no recurrence of the problem within a further six months, the record shall be destroyed.

The staff member will continue to receive counselling.

The Chief Executive Officer shall inform the Executive that a final written warning has been issued and brief it regarding the matter.

Step 6 – Dismissal

In the event of the matter recurring, the staff member's employment may be terminated.

The decision to terminate a staff member's employment will be made by the ECLC Executive in full consultation with the Chief Executive Officer.

APPENDIX C– Salary Packaging Policy and Procedures

The Australian Taxation Office has confirmed that it is permissible to reduce existing salary levels in order to provide fringe benefits. These are called salary sacrifice arrangements. ECLC is an approved Public Benevolent Institution for fringe benefits tax purposes. Accordingly, benefits provided to employees will be exempt from fringe benefits tax.

By reducing employees' salaries and providing other benefits at the discretion of ECLC, employees may save money. Fringe benefits cover any "payments" to employees other than salary and cash allowances.

All permanent staff of the Eastern Community Legal Centre are eligible to participate in the Salary Packaging Scheme.

How does the \$30, 000 rule work?

You can receive fringe benefits with a **grossed up value** of \$30,000 per FBT year income tax and FBT free.

It does not matter whether you work full or part time or whether you only work for part of the year.

To determine how much cash you can get you divide the (**grossed up value** of) \$30,000 by either:

1.8692 – if the benefit was not subject to GST eg. mortgage payment;
or

2.1292 – if the benefit was subject to GST eg. a new car.

Very simply, this means that if ECLC reimburses (\$30,000/1.8692) \$16,000 per annum of your mortgage repayments, you would receive that amount tax free.

- ◆ If the **grossed up value** ceiling is breached, ECLC will be required to pay FBT on the excess at a rate of 48.5%.

How much can I reduce my salary by?

There will be no percentage limit on the mix of your salary and fringe benefits. However the **grossed up value** of your fringe benefits must not exceed \$30,000 per FBT year eg. cash reimbursement of \$16,000 per annum. (\$615 per fortnight).

Exempt benefits such as superannuation contributions have no **grossed up value**, so they are on top of \$16,000

For example, an employee on \$35,000 per annum could sacrifice \$16,000 (and receive reimbursement of mortgage costs of that amount) and they can sacrifice another \$10,000 into superannuation, reducing their taxable income from \$35,000, by \$16,000 plus \$10,000 to \$9,000.

If you are unsure what to do you should seek personal independent financial advice. ECLC is not able to provide you with personal financial advice.

What are the payment options?

The payments are to a "Salary Benefits Card" which is a debit card issued through Bendigo Bank, Community Sector Banking.

ECLC will apply for a card on your behalf (you will be required to supply identification documents to complete a 100 point identification check).

This card will be exempt from cash withdrawals.

Monthly banking costs totalling \$5 will apply.

A monthly statement is issued to you by the Banking institution.

Where an employee wishes to pursue any differing benefit options to those stated he/she must seek Management approval. The Eastern Community Legal Centre maintain the right to refuse any type of payment not listed.

Any changes to allocations must be provided in writing on the *Changes To Authority To Pay* Form. At

least two-week's written notice is required of any changes to an employee's payment authority.

The tax impact of capping your salary

There are a number of possible tax savings, if you keep your salary low by receiving fringe benefits. eg. avoiding Superannuation Surcharge, qualifying for private health insurance rebate, avoiding Medicare Levy surcharge, and minimising HECS repayments.

Although the **grossed up value** of fringe benefits (i.e. typically, the cost of the benefit multiplied by 1.8692) is reported on your payment summary (group certificate), and it is taken into account, along with your taxable income, in determining whether you breach the relevant thresholds, exempt and concessional fringe benefits like superannuation result in a reduction in taxable income and nil or lesser amount being disclosed as the **grossed up value** (of benefits).

For example a salary sacrifice of \$3,500 for superannuation would result in a reduction in taxable income of \$3,500 but no **grossed up value** being reported on your payment summary.

Please note that as from the 1st July 2009, superannuation salary packaging is required to be reported on PAYG summaries at net value. This will still result in reducing taxable income, however there will be impact on Centrelink Benefits and Medicare Levy.

Superannuation

Superannuation payments are calculated at the relevant rate of the employee's gross salary as per the Superannuation Guarantee Scheme (currently 9%) and will continue to be paid regardless of any salary sacrificing arrangements.

How you get your money

Using the example of cash reimbursement of \$16,000 per FBT year, you would claim and receive reimbursements of approximately \$615 per fortnightly pay. This would appear as an expense reimbursement on your payslip and it would be paid by direct credit on the same day as your salary is paid into the Salary Benefits Card account.

Future reviews and changes in the law

If there are any further changes in ATO practice or the law in relation to Fringe Benefits this policy and salary packages will have to be reviewed.

What do I do now?

If you wish to participate you should complete the attached Application Form and return it to the Finance Manager.

A Salary Benefit Card Application will need to be completed. The Finance Manager is the authorised Administrator for the Payment Cards and will endorse copies of the original documents provided for identification.

Please note that it will take some time between applying for the Salary Benefit Card and receipt of it. The Salary Packaging will start at the time of activation of the card.

It is the employee's responsibility to accurately fill out the necessary forms, both now and in the future. If you fail to do so, one of the terms of participation in these arrangements is that, at the discretion of ECLC, expense reimbursements will cease and your salary will increase accordingly.

What If I Want to Withdraw?

Any employee joining the scheme may resign from it subject to one week's notice provided in writing.

Confidentiality

Each employee's arrangements will be strictly confidential. Details will only be available to the Manager and Finance Manager.

APPENDIX D – Study Leave Policy

Eastern Community Legal Centre recognises the importance of continuing education and encourages staff to further their education through approved professional development.

1. Policy

- 1.1 The Study Leave Policy relates to courses of study identified by employees that are outside normal professional development opportunities offered by the Centre (ie. forums, conferences, seminars).
- 1.2 Employees may be granted paid study leave to attend a course of study at an approved educational institution where it serves the interests ECLC to do so and a direct benefit from the subject matter will flow to the CLC and the employee. In certain circumstances, the CLC may approach an employee to embark on a course of study in order to obtain specialist knowledge or skills.
- 1.3 An employee may be granted sufficient paid leave to enable travel and attendance at lectures, tutorials and practicals of up to five hours per week. Paid leave will only be granted where relevant lectures, tutorials and practicals are not available outside core hours of work.
- 1.4 Employees may be eligible to receive paid leave to attend examinations.
- 1.5 Study leave applications will be considered at the beginning of the academic year allowing sufficient time to consider the merits of each case prior to the commencement of the academic year.
- 1.6 Approval will be on the basis of the relative merits of the proposal together with evidence of satisfactory academic progress.
- 1.7 The Chief Executive Officer will determine whether a course of study is relevant to an employee's current or future position and/or the organisation, prior to approving funding and/or study leave support.
- 1.8 Study support (ie. fees, paid leave, travel expenses) must be agreed in writing and approved by management prior to the course of study being undertaken.

2. Operation

- 2.1 Approved tertiary courses of study undertaken by Eastern Community Legal Centre staff will be added to the employees total remuneration package.
- 2.2 Should an employee cease studying prior to finishing his or her qualification, he or she will be required to reimburse that portion of their salary package and will be responsible for any reapplication fees payable (unless unforeseen circumstances have arisen, not allowing the employee to finish the study).
- 2.3 Any reference material paid for by Eastern Community Legal Centre will remain the property of Eastern Community Legal Centre should the employee leave the organisation prior to completing the qualification or study.

3. Application Procedure

- 3.1 Applications for non-tertiary courses of study should be submitted to the relevant manager allowing sufficient time to consider the merits of each case prior to the registration deadline.
- 3.2 Applications for tertiary courses of study should be submitted to the manager allowing sufficient time to consider the merits of each case prior to the commencement of the academic year.
- 3.3 Applications are to be made to the relevant manager in writing on the Staff Development Request Form.
- 3.4 Where paid study leave is required during ordinary hours of work, evidence of timetable options may be required.
- 3.5 The manager has discretion to approve non-tertiary courses of study in consultation with the Chief Executive Officer. All applications for tertiary courses of study must be approved by the CEO.

3.6 Applications will receive a response within 14 business days.

4. Further study

- 4.1 All approvals for on-going courses of study will be for maximum period of 12 months. Employees must re-apply for ongoing support.
- 4.2 Re-approval will be on the basis of the relative merits of the proposal together with evidence of satisfactory academic progress and the operational requirements of the Centre.

APPENDIX E—Classification Definitions - Social and Community Services Employees

B.1 Social and community services employee level 1

B.1.1 Characteristics of the level

- (a) A person employed as a Social and community services employee level 1 works under close direction and undertakes routine activities which require the practical application of basic skills and techniques. They may include the initial recruit who may have limited relevant experience.
- (b) General features of work in this level consist of performing clearly defined activities with outcomes being readily attainable. Employees' duties at this level will be closely monitored with instruction and assistance being readily available.
- (c) Freedom to act is limited by standards and procedures. However, with experience, employees at this level may have sufficient freedom to exercise judgment in the planning of their own work within those confines.
- (d) Positions at this level will involve employees in extensive on-the-job training including familiarisation with the goals and objectives of the workplace.
- (e) Employees will be responsible for the time management of their work and required to use basic numeracy, written and verbal communication skills, and where relevant, skills required to assist with personal care and lifestyle support.
- (f) Supervision of other staff or volunteers is not a feature at this level. However, an experienced employee may have technical oversight of a minor work activity.
- (g) At this level, employers are expected to offer substantial internal and/or external training.

B.1.2 Responsibilities

A position at this level may include some of the following inputs or those of a similar value:

- (a) undertake routine activities of a clerical and/or support nature;
- (b) undertake straightforward operation of keyboard equipment including data input and word processing at a basic level;
- (c) provide routine information including general reception and telephonist duties;
- (d) provide general stenographic duties;
- (e) apply established practices and procedures;
- (f) undertake routine office duties involving filing, recording, checking and batching of accounts, invoices, orders, stores requisitions and maintenance of an existing records system;
- (g) resident contact and interaction including attending to their personal care or undertaking generic domestic duties under direct or routine supervision and either individually or as part of a team as part of the delivery of disability services;
- (h) preparation of the full range of domestic duties including cleaning and food service, assistance to residents in carrying out personal care tasks under general supervision either individually or as part of a team as part of the delivery of disability services.

The minimum rate of pay for employees engaged in responsibilities which are prescribed by B.1.2(h) is pay point 2.

B.1.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

- (a) **Skills, knowledge, experience, qualifications and/or training**
 - (i) developing knowledge of the workplace function and operation;
 - (ii) basic knowledge of administrative practices and procedures relevant to the workplace;

- (iii) a developing knowledge of work practices and policies of the relevant work area;
- (iv) basic numeracy, written and verbal communication skills relevant to the work area;
- (v) at this level employers are required to offer substantial on-the-job training.

(b) Organisational relationships

Work under direct supervision.

(c) Extent of authority

- (i) Work outcomes are clearly monitored.
- (ii) Freedom to act is limited by standards and procedures.
- (iii) Solutions to problems are found in established procedures and instructions with assistance readily available.
- (iv) Project completion according to instructions and established procedures.
- (v) No scope for interpretation.

(d) Progression

An employee primarily engaged in responsibilities which are prescribed by B.1.2(g) will, if full-time, progress to pay point 2 on completion of 12 months' industry experience, or if part-time, on completion of 1976 hours of industry experience. **Industry experience** means 12 months of relevant experience gained over the previous 3 years.

B.2 Social and community services employee level 2

B.2.1 Characteristics of the level

- (a) A person employed as a Social and community services employee level 2 will work under general guidance within clearly defined guidelines and undertake a range of activities requiring the application of acquired skills and knowledge.
- (b) General features at this level consist of performing functions which are defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practices and procedures. Assistance will be readily available. Employees may be responsible for a minor function and/or may contribute specific knowledge and/or specific skills to the work of the organisation. In addition, employees may be required to assist senior workers with specific projects.
- (c) Employees will be expected to have an understanding of work procedures relevant to their work area and may provide assistance to lower classified employees or volunteers concerning established procedures to meet the objectives of a minor function.
- (d) Employees will be responsible for managing time, planning and organising their own work and may be required to oversee and/or guide the work of a limited number of lower classified employees or volunteers. Employees at this level could be required to resolve minor work procedural issues in the relevant work area within established constraints.
- (e) Employees who have completed an appropriate certificate and are required to undertake work related to that certificate will be appointed to this level. Where the appropriate certificate is a level 4 certificate the minimum rate of pay will be pay point 2.
- (f) Employees who have completed an appropriate diploma and are required to undertake work related to the diploma will commence at the second pay point of this level and will advance after 12 full-time equivalent months' satisfactory service.

B.2.2 Responsibilities

A position at this level may include some of the following:

- (a) undertake a range of activities requiring the application of established work procedures and may exercise limited initiative and/or judgment within clearly established procedures and/or guidelines;
- (b) achieve outcomes which are clearly defined;

- (c) respond to enquiries;
- (d) assist senior employees with special projects;
- (e) prepare cash payment summaries, banking reports and bank statements, post journals to ledger etc. and apply purchasing and inventory control requirements;
- (f) perform elementary tasks within a community service program requiring knowledge of established work practices and procedures relevant to the work area;
- (g) provide secretarial support requiring the exercise of sound judgment, initiative, confidentiality and sensitivity in the performance of work;
- (h) perform tasks of a sensitive nature including the provision of more than routine information, the receiving and accounting for moneys and assistance to clients;
- (i) assist in calculating and maintaining wage and salary records;
- (j) assist with administrative functions;
- (k) implementing client skills and activities programmes under limited supervision either individually or as part of a team as part of the delivery of disability services;
- (l) supervising or providing a wide range of personal care services to residents under limited supervision either individually or as part of a team as part of the delivery of disability services;
- (m) assisting in the development or implementation of resident care plans or the planning, cooking or preparation of the full range of meals under limited supervision either individually or as part of a team as part of the delivery of disability services;
- (n) possessing an appropriate qualification (as identified by the employer) at the level of certificate 4 or above and supervising the work of others (including work allocation, rostering and providing guidance) as part of the delivery of disability services as described above or in subclause B.1.2.

B.2.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

(a) Skills, knowledge, experience, qualification and/or training

- (i) basic skills in oral and written communication with clients and other members of the public;
- (ii) knowledge of established work practices and procedures relevant to the workplace;
- (iii) knowledge of policies relating to the workplace;
- (iv) application of techniques relevant to the workplace;
- (v) developing knowledge of statutory requirements relevant to the workplace;
- (vi) understanding of basic computing concepts.

(b) Prerequisites

- (i) an appropriate certificate relevant to the work required to be performed;
- (ii) will have attained previous experience in a relevant industry, service or an equivalent level of expertise and experience to undertake the range of activities required;
- (iii) appropriate on-the-job training and relevant experience; or
- (iv) entry point for a diploma without experience.

(c) Organisational relationships

- (i) work under regular supervision except where this level of supervision is not required by the nature of responsibilities under B.2.2 being undertaken;
- (ii) provide limited guidance to a limited number of lower classified employees.

(d) Extent of authority

- (i) work outcomes are monitored;
- (ii) have freedom to act within established guidelines;
- (iii) solutions to problems may require the exercise of limited judgment, with guidance to be found in procedures, precedents and guidelines. Assistance will be available when problems occur.

B.3 Social and community services employee level 3

B.3.1 Characteristics of this level

- (a) A person employed as a Social and community services employee level 3 will work under general direction in the application of procedures, methods and guidelines which are well established.
- (b) General features of this level involve solving problems of limited difficulty using knowledge, judgment and work organisational skills acquired through qualifications and/or previous work experience. Assistance is available from senior employees. Employees may receive instruction on the broader aspects of the work. In addition, employees may provide assistance to lower classified employees.
- (c) Positions at this level allow employees the scope for exercising initiative in the application of established work procedures and may require the employee to establish goals/objectives and outcomes for their own particular work program or project.
- (d) At this level, employees may be required to supervise lower classified staff or volunteers in their day-to-day work. Employees with supervisory responsibilities may undertake some complex operational work and may undertake planning and co-ordination of activities within a clearly defined area of the organisation including managing the day-to-day operations of a group of residential facility for persons with a disability.
- (e) Employees will be responsible for managing and planning their own work and that of subordinate staff or volunteers and may be required to deal with formal disciplinary issues within the work area.
- (f) Those with supervisory responsibilities should have a basic knowledge of the principles of human resource management and be able to assist subordinate staff or volunteers with on-the-job training. They may be required to supervise more than one component of the work program of the organisation.
- (g) Graduates with a three year degree that undertake work related to the responsibilities under this level will commence at no lower than pay point 2. Graduates with a four year degree that undertake work related to the responsibilities under this level will commence at no lower than pay point 3.

B.3.2 Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following:

- (a) undertake responsibility for various activities in a specialised area;
- (b) exercise responsibility for a function within the organisation;
- (c) allow the scope for exercising initiative in the application of established work procedures;
- (d) assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of such an employee within the workplace;
- (e) provide secretarial and/or administrative support requiring a high degree of judgment, initiative, confidentiality and sensitivity in the performance of work;
- (f) assist with or provide a range of records management services, however the responsibility for the records management service would not rest with the employee;
- (g) proficient in the operation of the computer to enable modification and/or correction of computer software systems or packages and/or identification problems. This level could include systems administrators in small to medium sized organisations whose responsibility includes the security/integrity of the system;

- (h) apply computing programming knowledge and skills in systems development, maintenance and implementation under direction of a senior employee;
- (i) supervise a limited number of lower classified employees or volunteers;
- (j) allow the scope for exercising initiative in the application of established work procedures;
- (k) deliver single stream training programs;
- (l) co-ordinate elementary service programs;
- (m) provide assistance to senior employees;
- (n) where prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
 - (i) undertake some minor phase of a broad or more complex assignment;
 - (ii) perform duties of a specialised nature;
 - (iii) provide a range of information services;
 - (iv) plan and co-ordinate elementary community-based projects or programs;
 - (v) perform moderately complex functions including social planning, demographic analysis, survey design and analysis.
- (o) in the delivery of disability services as described in subclauses B.1.2 or B.2.2, taking overall responsibility for the personal care of residents; training, co-ordinating and supervising other employees and scheduling work programmes; and assisting in liaison and co-ordination with other services and programmes.

B.3.3 Requirements of the job

Some or all of the following are needed to perform work at this level:

- (a) **Skills, knowledge, experience, qualifications and/or training**
 - (i) thorough knowledge of work activities performed within the workplace;
 - (ii) sound knowledge of procedural/operational methods of the workplace;
 - (iii) may utilise limited professional or specialised knowledge;
 - (iv) working knowledge of statutory requirements relevant to the workplace;
 - (v) ability to apply computing concepts.
- (b) **Prerequisites**
 - (i) entry level for a relevant three year degree - pay point 2;
 - (ii) entry level for a relevant four year degree - pay point 3;
 - (iii) associate diploma with relevant experience; or
 - (iv) relevant certificate with relevant experience, or experience attained through previous appointments, services and/or study of an equivalent level of expertise and/or experience to undertake the range of activities required.
- (c) **Organisational relationships**
 - (i) graduates work under direct supervision;
 - (ii) works under general supervision except where this level of supervision is not required by the nature of the responsibilities under B.3.2 being undertaken;
 - (iii) operate as member of a team;
 - (iv) supervision of other employees.
- (d) **Extent of authority**
 - (i) graduates receive instructions on the broader aspects of the work;
 - (ii) freedom to act within defined established practices;
 - (iii) problems can usually be solved by reference to procedures, documented methods and instructions. Assistance is available when problems occur.

B.4 Social and community services employee level 4

B.4.1 Characteristics of this level

- (a)** A person employed as a Social and community services employee level 4 will work under general direction in functions that require the application of skills and knowledge appropriate to the work. Generally guidelines and work procedures are established.
- (b)** General features at this level require the application of knowledge and skills which are gained through qualifications and/or previous experience in a discipline. Employees will be expected to contribute knowledge in establishing procedures in the appropriate work-related field. In addition, employees at this level may be required to supervise various functions within a work area or activities of a complex nature.
- (c)** Positions may involve a range of work functions which could contain a substantial component of supervision. Employees may also be required to provide specialist expertise or advice in their relevant discipline.
- (d)** Work at this level requires a sound knowledge of program, activity, operational policy or service aspects of the work performed with a function or a number of work areas.
- (e)** Employees require skills in managing time, setting priorities, planning and organising their own work and that of lower classified staff and/or volunteers where supervision is a component of the position, to achieve specific objectives.
- (f)** Employees will be expected to set outcomes and further develop work methods where general work procedures are not defined.

B.4.2 Responsibilities

To contribute to the operational objectives of the workplace, a position at this level may include some of the following:

- (a)** undertake activities which may require the employee to exercise judgment and/or contribute critical knowledge and skills where procedures are not clearly defined;
- (b)** perform duties of a specialised nature requiring the development of expertise over time or previous knowledge;
- (c)** identification of specific or desired performance outcomes;
- (d)** contribute to interpretation and administration of areas of work for which there are no clearly established procedures;
- (e)** expected to set outcomes and further develop work methods where general work procedures are not defined and could exercise judgment and contribute critical knowledge and skills where procedures are not clearly defined;
- (f)** although still under general direction, there is greater scope to contribute to the development of work methods and the setting of outcomes. However, these must be within the clear objectives of the organisation and within budgetary constraints;
- (g)** provide administrative support of a complex nature to senior employees;
- (h)** exercise responsibility for various functions within a work area;
- (i)** provide assistance on grant applications including basic research or collection of data;
- (j)** undertake a wide range of activities associated with program activity or service delivery;
- (k)** develop, control and administer a records management service for the receipt, custody, control, preservation and retrieval of records and related material;
- (l)** undertake computer operations requiring technical expertise and experience and may exercise initiative and judgment in the application of established procedures and practices;
- (m)** apply computer programming knowledge and skills in systems development, maintenance and implementation;
- (n)** provide a reference and research information service and technical service including the facility to understand and develop technologically based systems;

- (o) where the prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
 - (i) liaise with other professionals at a technical/professional level;
 - (ii) discuss techniques, procedures and/or results with clients on straight forward matters;
 - (iii) lead a team within a specialised project;
 - (iv) provide a reference, research and/or technical information service;
 - (v) carry out a variety of activities in the organisation requiring initiative and judgment in the selection and application of established principles, techniques and methods;
 - (vi) perform a range of planning functions which may require exercising knowledge of statutory and legal requirements;
 - (vii) assist senior employees with the planning and co-ordination of a community program of a complex nature.

B.4.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

- (a) **Skills, knowledge, experience, qualifications and/or training**
 - (i) knowledge of statutory requirements relevant to work;
 - (ii) knowledge of organisational programs, policies and activities;
 - (iii) sound discipline knowledge gained through experience, training or education;
 - (iv) knowledge of the role of the organisation and its structure and service;
 - (v) specialists require an understanding of the underlying principles in the discipline.
- (b) **Prerequisites**
 - (i) relevant four year degree with one years relevant experience;
 - (ii) three year degree with two years of relevant experience;
 - (iii) associate diploma with relevant experience;
 - (iv) lesser formal qualifications with substantial years of relevant experience; or
 - (v) attained through previous appointments, service and/or study, an equivalent level of expertise and experience to undertake a range of activities,
- (c) Employees undertaking specialised services will be promoted to this level once they have had the appropriate experience and undertake work related to the responsibilities under this level.
- (d) Employees working as sole employees will commence at this level.
- (e) **Organisational relationships**
 - (i) works under general direction;
 - (ii) supervises other staff and/or volunteers or works in a specialised field.
- (f) **Extent of authority**
 - (i) required to set outcomes within defined constraints;
 - (ii) provides specialist technical advice;
 - (iii) freedom to act governed by clear objectives and/or budget constraints which may involve the contribution of knowledge in establishing procedures within the clear objectives and/or budget constraints where there are no defined established practices;
 - (iv) solutions to problems generally found in precedents, guidelines or instructions;
 - (v) assistance usually available.

B.5 Social and community services employee level 5

B.5.1 Characteristics of the level

- (a)** A person employed as a Social and community services employee level 5 will work under general direction from senior employees. Employees undertake a range of functions requiring the application of a high level of knowledge and skills to achieve results in line with the organisation's goals.
- (b)** Employees adhere to established work practices. However, they may be required to exercise initiative and judgment where practices and direction are not clearly defined.
- (c)** General features at this level indicate involvement in establishing organisation programs and procedures. Positions will include a range of work functions and may involve supervision. Work may span more than one discipline. In addition, employees at this level may be required to assist in the preparation of, or prepare the organisation's budget. Employees at this level will be required to provide expert advice to employees classified at a lower level and volunteers.
- (d)** Positions at this level demand the application of knowledge which is gained through qualifications and/or previous experience. In addition, employees will be required to set priorities and monitor work flows in their area of responsibility which may include establishing work programs in small organisations.
- (e)** Employees are required to set priorities, plan and organise their own work and that of lower classified staff and/or volunteers and establish the most appropriate operational methods for the organisation. In addition, interpersonal skills are required to gain the co-operation of clients and staff.
- (f)** Employees responsible for projects and/or functions will be required to establish outcomes to achieve organisation goals. Specialists may be required to provide multi-disciplinary advice.

B.5.2 Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following:

- (a)** responsibility for a range of functions within the organisation requiring a high level of knowledge and skills;
- (b)** undertake responsibility for a moderately complex project, including planning, co-ordination, implementation and administration;
- (c)** undertake a minor phase of a broader or more complex professional assignment;
- (d)** assist with the preparation of or prepare organisation or program budgets in liaison with management;
- (e)** set priorities and monitor work flow in the areas of responsibility;
- (f)** provide expert advice to employees classified at lower levels and/or volunteers;
- (g)** exercise judgment and initiative where procedures are not clearly defined;
- (h)** understanding of all areas of computer operation to enable the provision of advice and assistance when non-standard procedures/processes are required;
- (i)** monitor and interpret legislation, regulations and other agreements relating to occupational health and safety, workers compensation and rehabilitation;
- (j)** undertake analysis/design for the development and maintenance of projects and/or undertake programming in specialist areas. May exercise responsibility for a specialised area of computing operation
- (k)** undertake publicity assignments within the framework of the organisation's publicity and promotions program. Such assignments would be of limited scope and complexity but would involve the co-ordination of facets of the total program including media liaison, design and layout of publications/displays and editing;
- (l)** operate as a specialist employee in the relevant discipline where decisions made and taken rest with the employee with no reference to a senior employee;

- (m) undertake duties that require knowledge of procedures, guidelines and/or statutory requirements relevant to the organisation;
- (n) plan, co-ordinate, implement and administer the activities and policies including preparation of budget;
- (o) develop, plan and supervise the implementation of educational and/or developmental programs for clients;
- (p) plan, co-ordinate and administer the operation of a multi-functional service including financial management and reporting;
- (q) where the prime responsibility lies in professional services, employees at this level would undertake at least some of the following:
 - (i) under general direction undertake a variety of tasks of a specialised and/or detailed nature;
 - (ii) exercise professional judgment within prescribed areas;
 - (iii) carry out planning, studies or research for particular projects including aspects of design, formulation of policy, implementation of procedures and presentation;
 - (iv) provide reports on progress of program activities including recommendations;
 - (v) exercise a high level of interpersonal skills in dealing with the public and other organisations;
 - (vi) plan, develop and operate a community service organisation of a moderately complex nature.

B.5.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

- (a) **Skills, knowledge, experience, qualifications and/or training**
 - (i) knowledge of organisational programs, policies and activities;
 - (ii) sound discipline knowledge gained through experience;
 - (iii) knowledge of the role of the organisation, its structure and services.
- (b) **Prerequisites**
 - (i) relevant degree with relevant experience;
 - (ii) associate diploma with substantial experience;
 - (iii) qualifications in more than one discipline;
 - (iv) less formal qualifications with specialised skills sufficient to perform at this level;

or

 - (v) attained through previous appointments, service and/or study an equivalent level of experience and expertise to undertake the range of activities required.
- (c) **Organisational relationships**
 - (i) work under general direction;
 - (ii) supervise other employees and/or volunteers.
- (d) **Extent of authority**
 - (i) exercise a degree of autonomy;
 - (ii) control projects and/or programs;
 - (iii) set outcomes for lower classified staff;
 - (iv) establish priorities and monitor work flow in areas of responsibility;
 - (v) solutions to problems can generally be found in documented techniques, precedents and guidelines or instructions. Assistance is available when required.

B.6 Social and community services employee level 6

B.6.1 Characteristics of the level

- (a)** A person employed as a Social and community services employee level 6 will operate under limited direction from senior employees or management and undertake a range of functions for which operational policies, practices and guidelines may need to be developed.
- (b)** General features at this level allow employees the scope to influence the operational activities of the organisation and would require employees to be involved with establishing operational procedures which impact upon the organisation and/or the sections of the community served by it. Employees at this level will be expected to contribute to management of the organisation, assist or prepare budgets, establish procedures and work practices. Employees will be involved in the formation of programs and work practices and will be required to provide assistance and/or expert advice to other employees. Employees may be required to negotiate matters on behalf of the organisation.
- (c)** Positions at this level will require responsibility for decision-making in the particular work area and the provision of expert advice. Employees will be required to provide consultation and assistance relevant to the workplace. Employees will be required to set outcomes for the work areas for which they are responsible so as to achieve the objectives of the organisation. They may be required to undertake the control and co-ordination of a program, project and/or significant work area. Employees require a good understanding of the long term goals of the organisation.
- (d)** Employees may exercise managerial responsibility, work independently as specialists or may be a senior member of a single discipline project team or provide specialist support to a range of programs or activities. Positions at this level may be identified by: impact of activities undertaken or achievement of stated outcomes or objectives for the workplace; the level of responsibility for decision-making; the exercise of judgment; delegated authority; and the provision of expert advice.
- (e)** Managing time is essential so outcomes can be achieved. A high level of interpersonal skills is required to resolve organisational issues, negotiate contracts, develop and motivate staff. Employees will be required to understand and implement effective staff management and personnel practices.

B.6.2 Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following:

- (a)** undertake significant projects and/or functions involving the use of analytical skills;
- (b)** undertake managerial or specialised functions under a wide range of conditions to achieve results in line with organisation goals;
- (c)** exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single or multi-specialist operation;
- (d)** undertake a range of duties within the work area, including develop work practices and procedures; problem definition, planning and the exercise of judgment; provide advice on policy matters and contribute to their development;
- (e)** negotiate on matters of significance within the organisation with other bodies and/or members of the public;
- (f)** provide advice on matters of complexity within the work area and/or specialised area;
- (g)** control and co-ordinate a work area or a larger organisation within budgetary constraints;
- (h)** exercise autonomy in establishing the operation of the work area;
- (i)** provide a consultancy service for a range of activities and/or to a wide range of clients;
- (j)** where the prime responsibility lies in a specialised field an employee at this level would undertake at least some of the following:
 - (i)** provide support to a range of activities or programs;

- (ii) control and co-ordinate projects;
- (iii) contribute to the development of new procedures and methodology;
- (iv) provide expert advice and assistance relevant to the work area;
- (v) supervise/manage the operation of a work area and monitor work outcomes;
- (vi) supervise on occasions other specialised staff;
- (vii) supervise/manage the operation of a discrete element which is part of a larger organisation;
- (viii) provide consultancy services for a range of activities.

B.6.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

(a) Skills, knowledge, experience, qualification and/or training

- (i) comprehensive knowledge of organisation policies and procedures;
- (ii) specialist skills and/or supervision/management abilities exercised within a multi disciplinary or major single function operation;
- (iii) specialist knowledge gained through experience, training or education;
- (iv) appreciation of the long term goals of the organisation;
- (v) detailed knowledge of program activities and work practices relevant to the work area;
- (vi) knowledge of organisation structures and functions;
- (vii) comprehensive knowledge of requirements relevant to the discipline.

(b) Prerequisites

- (i) degree with substantial experience;
- (ii) post graduate qualification;
- (iii) associate diploma with substantial experience;
- (iv) attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties required at this level.

(c) Organisational relationships

- (i) works under limited direction from senior employees of the Committee of Management or Board;
- (ii) supervision of staff.

(d) Extent of authority

- (i) exercise a degree of autonomy;
- (ii) may manage a work area or medium to large organisation or multi-worksite organisation;
- (iii) has significant delegated authority;
- (iv) selection of methods and techniques based on sound judgment;
- (v) manage significant projects and/or functions;
- (vi) solutions to problems can generally be found in documented techniques, precedents, or instructions. Advice available on complex or unusual matters.

B.7 Social and community services employee level 7

B.7.1 Characteristics of the level

- (a)** A person employed as a Community services employee level 7 will operate under limited direction and exercise managerial responsibility for various functions within a section and/or organisation or operate as a specialist, a member of a specialised professional team or independently.
- (b)** General features at this level require employees' involvement in establishing operational procedures which impact on activities undertaken and outcomes achieved by the organisation and/or activities undertaken by sections of the community served by the organisation.
- (c)** Employees are involved in the formation/establishment of programs, the procedures and work practices within the organisation and will be required to provide assistance to other employees and/or sections.
- (d)** Positions at this level will demand responsibility for decision-making and the provision of expert advice to other areas of the organisation. Employees would be expected to undertake the control and co-ordination of the organisation and major work initiatives. Employees require a good understanding of the long term goals of the organisation.
- (e)** In addition, positions at this level may be identified by the level of responsibility for decision-making, the exercise of judgment and delegated authority and the provision of expert advice.
- (f)** The management of staff is normally a feature at this level. Employees are required to set outcomes in relation to the organisation and may be required to negotiate matters on behalf of the organisation.

B.7.2 Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following:

- (a)** undertake managerial or specialised functions under a wide range of conditions to achieve results in line with divisional/corporate goals;
- (b)** exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single discipline or multi-discipline operation;
- (c)** develop work practices and procedures for various projects;
- (d)** establish work area outcomes;
- (e)** prepare budget submissions for senior officers and/or the organisation;
- (f)** develop and implement significant operational procedures;
- (g)** review operations to determine their effectiveness;
- (h)** develop appropriate methodology and apply proven techniques in providing specialised services
 - (i)** where prime responsibility lies in a professional field an officer at this level:
 - (i)** controls and co-ordinates projects/programs within an organisation in accordance with corporate goals;
 - (ii)** provides a consultancy service to a wide range of clients;
 - (iii)** functions may involve complex professional problem solving;
 - (iv)** provides advice on policy method and contributes to its development.

B.7.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

(a) Skills, knowledge, experience, qualification and/or training

- (i)** comprehensive knowledge of policies and procedures;
- (ii)** application of a high level of discipline knowledge;
- (iii)** qualifications are generally beyond those required through tertiary education alone, typically acquired through completion of higher education qualifications to degree level and extensive relevant experience;
- (iv)** lesser formal qualifications with acquisition of considerable skills and extensive relevant experience to an equivalent standard; or
- (v)** a combination of experience, expertise and competence sufficient to perform the duties required at this level.

(b) Organisational relationships

- (i)** works under limited direction;
- (ii)** normally supervises other employees and establishes and monitors work outcomes.

(c) Extent of authority

- (i)** may manage section or organisation;
- (ii)** has significant delegated authority;
- (iii)** selection of methods and techniques based on sound judgment (guidance not always readily available within the organisation). Decisions and actions taken at this level may have significant effect on program/project/work areas being managed.

B.8 Social and community services employee level 8

B.8.1 Characteristics of this level

- (a)** A person employed as a Social and community services employee level 8 is subject to broad direction from senior officers and will exercise managerial responsibility for the organisation's relevant activity. In addition, employees may operate as a senior specialist providing multi-functional advice to either various departments or directly to the organisation.
- (b)** A person employed as a Social and community services employee level 8 will be subject to broad direction from management/the employer and will exercise managerial responsibility for an organisation. In addition, employees may operate as a senior specialist providing multi-functional advice to other professional employees, the employer, Committee or Board of Management.
- (c)** General features of this level require the employee's involvement in the initiation and formulation of extensive projects or programs which impact on the organisation's goals and objectives. Employees are involved in the identification of current and future options and the development of strategies to achieve desired outcomes.
- (d)** Additional features include providing financial, specialised, technical, professional and/or administrative advice on policy matters within the organisation and/or about external organisations such as government policy.
- (e)** In addition, employees will be required to develop and implement techniques, work practices and procedures in all facets of the work area.
- (f)** Employees at this level require a high level of proficiency in the application of theoretical approaches in the search of optimal solutions to new problems and opportunities which may be outside of the original field of specialisation.
- (g)** Positions at this level will demand responsibility for decision-making within the constraints of organisational policy and require the employees to provide advice and support to all

facets of the organisation. Employees will have significant impact upon policies and programs and will be required to provide initiative, and have the ability to formulate, implement, monitor and evaluate projects and programs.

- (h) Positions at this level may be identified by the significant independence of action within the constraints of organisational policy.

B.8.2 Responsibilities

A position at this level may include some of or similar responsibilities to:

- (a) undertake work of significant scope and complexity. A major portion of the work requires initiative;
- (b) undertake duties of innovative, novel and/or critical nature with little or no professional direction;
- (c) undertake functions across a range of administrative, specialist or operational areas which include specific programs or activities, management of services delivery and the provision of high level advice;
- (d) provide authoritative specialist advice on policy matters and contribute to the development and review of policies, both internal and external;
- (e) manage extensive programs or projects in accordance with organisational goals. This may require the development, implementation and evaluation of those goals;
- (f) administer complex policy and program matters;
- (g) may offer consultancy service;
- (h) evaluate and develop/revise methodology techniques with the organisation. The application of high level analytical skills in the attainment and satisfying of organisational objectives;
 - (i) where the prime responsibility is in a specialised field, employees at this level would undertake at least some of the following:
 - (i) contribute to the development of operational policy;
 - (ii) assess and review the standards of work of other specialised personnel/external consultants;
 - (iii) initiate and formulate organisational programs;
 - (iv) implement organisational objectives within corporate goals;
 - (v) develop and recommend ongoing plans and programs.

B.8.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

- (a) **Skills, knowledge, experience, qualification and/or training**
 - (i) detailed knowledge of policy, programs, guidelines, procedures and practices of the organisation and external bodies;
 - (ii) detailed knowledge of statutory requirements.
- (b) **Prerequisites**
 - (i) qualifications are generally beyond those normally acquired through a degree course and experience in the field of specialist expertise;
 - (ii) substantial post graduate experience;
 - (iii) lesser formal qualifications and the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard; or
 - (iv) attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties of the position.