



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Neami Limited
(AG2015/5969)

NEAMI LIMITED NATIONAL EMPLOYMENT AGREEMENT 2015

Social, community, home care and disability services

COMMISSIONER CRIBB

MELBOURNE, 4 NOVEMBER 2015

Application for approval of the Neami Limited National Employment Agreement 2015.

[1] An application has been made for approval of an enterprise agreement known as the *Neami Limited National Employment Agreement 2015* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Neami Limited. 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] Australian Municipal, Administrative, Clerical and Services Union (ASU) being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act I note that the Agreement covers the organisation.

[4] The Agreement was approved in Chambers on 4 November 2015 and, in accordance with s.54 of the Act, will operate from 11 November 2015. The nominal expiry date of the Agreement is 30 June 2018.



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Neami Limited National Employment Agreement 2015

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PART 1 – APPLICATION AND OPERATION OF AGREEMENT

1. Objectives

The objectives of this Agreement are to:

- (a) Codify employee terms and conditions of employment into one national Agreement;
- (b) Provide fair terms and conditions of employment which:
 - (i) promote performance;
 - (ii) improve the job classification structure;
 - (iii) allow flexibility for employees to balance work and family; and
- (c) Provide regular, real wage increases over the life of the Agreement.

2. Application

2.1. This Agreement covers:

- (a) Neami Limited (“the Employer”); and
- (b) Employees of Neami Limited performing work of a nature prescribed in clause 11 - Employee classification structure in one or more of the Employer’s operations throughout Australia.

2.2. This Agreement does not cover or apply to:

- (a) The Chief Executive Officer, National Leadership Team members and Regional Managers;
- (b) any other manager the nature of whose work is not prescribed in clause 11 - Employee classification structure; or
- (c) any other employee the nature of whose work demands a higher degree of problem solving and technical skill than those outlined in Consumer Service Delivery Level 5 and Corporate Support Services level 5 and whose salary is greater than the salary prescribed for the top band of level 5 in the relevant year. Examples of the types of roles in this category include, but are not limited to specialist IT or other technical positions and project management positions for significant initiatives.

3. Period of operation

- 3.1. The terms of this Agreement will commence seven days after it is approved by Fair Work Commission and will nominally expire on 30 June 2018.
- 3.2. Negotiations for a replacement to the Agreement will commence not less than 3 months prior to the nominal expiry of the Agreement.

4. Definitions and interpretation

4.1. In this Agreement, unless the contrary intention appears:

Act means the *Fair Work Act 2009* (Cth)

Continuous service means a period of service during which the employee is employed by the Employer, but does not include any period (an *excluded period*) that does not count as service.

Excluded period means:

- (a) any period of unauthorised absence; or
- (b) any period of unpaid leave or unpaid authorised absence, other than a period of absence on community service leave.

An excluded period does not break an employee's *continuous service* with the Employer, but does not count towards the length of the employee's continuous service.

Employee means a national system employee employed by Neami Limited and who is covered by this Agreement

Employer means Neami Limited.

Immediate family means an employee's spouse (including a former spouse, de facto partner or former de facto partner, where 'de facto partner' means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis, (whether or not of the same sex or different sexes), a child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or the employee's spouse or de facto partner or an employee's pet.

Modern Award means the Social Community Home Care and Disability Services Industry Award 2010.

NES means the National Employment Standards as contained in the *Fair Work Act 2009* (Cth).

Representative means a person nominated by an individual employee to represent them in relation to a grievance, dispute or disciplinary action. An organisation entitled to represent the industrial interests of employees in relation to the work performed under this Agreement may also be a representative.

Shiftwork means a shift commencing or finishing after 8.00 pm Monday to Friday and work on Saturday and Sunday.

Wellness leave means paid leave designed to assist employees with proactively managing their mental and physical health and wellbeing to avoid exacerbation or deterioration of a health condition. Examples of when an employee may choose to or need to use wellness leave include, but are not limited to, visiting a GP for a general health check-up, to proactively deal with fatigue or stress, attending a medical examination or test (such as an x-ray or MRI) or attending a counselling session.

- 4.2. Where this Agreement refers to a condition of employment provided for in the NES, the NES definition applies.

5. Relationship to the National Employment Standards and the Modern Award

- 5.1. The NES and this Agreement together contain the minimum conditions of employment for employees covered by this Agreement. The Agreement expressly excludes and displaces the Neami Limited National Employment Agreement 2012 and the Modern Award.
- 5.2. Where this Agreement provides terms and conditions of employment also provided by the NES, they should be read as ancillary or supplementary to the NES.
- 5.3. The terms and conditions provided in this Agreement are not intended to provide employees with a double benefit in respect of matters also provided by the NES.
- 5.4. The Employer must ensure that copies of this Agreement and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

6. Individual flexibility arrangements

- 6.1. Notwithstanding any other provision of this Agreement, the Employer and an individual employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of the Employer and the individual employee. The terms the Employer and the individual employee may agree to vary the application of are:
- (a) arrangements for when work is performed;
 - (b) shift loadings and weekend penalty rates; and
 - (c) allowances.
- 6.2. The Employer and the individual employee must have genuinely made the agreement without coercion or duress.
- 6.3. The agreement between the Employer and the individual employee must:
- (a) be confined to a variation in the application of one or more of the terms listed in clause 6.1; and
 - (b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.
- 6.4. The agreement between the Employer and the individual employee must also:
- (a) be in writing, name the parties to the agreement and be signed by the Employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
 - (b) state each term of this Agreement that the Employer and the individual employee have agreed to vary;
 - (c) detail how the application of each term has been varied by agreement between the Employer and the individual employee;

- (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
 - (e) state the date the agreement commences to operate.
- 6.5. The Employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 6.6. Except as provided in clause 6.4 (a) above the agreement must not require the approval or consent of a person other than the Employer and the individual employee.
- 6.7. Where the Employer is seeking to enter into an agreement it must provide a written proposal to the employee. Where the employee's understanding of written English is limited the Employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 6.8. The agreement may be terminated:
 - (a) by the Employer or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between the Employer and the individual employee.
- 6.9. The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between the Employer and an individual employee contained in any other term of this Agreement.

7. Anti-discrimination

- 7.1. The parties agree that:
 - 7.1.1. It is their intention to respect and value the diversity of the workplace by helping to prevent and eliminate discrimination at their enterprise 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.
 - 7.1.2. Accordingly, in fulfilling their obligations under the dispute resolution clause, the respondents must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.
 - 7.1.3. Any dispute regarding these provisions will be handled under the dispute resolution procedure in this Agreement.

- 7.2. Nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation.
- 7.3. Nothing in these provisions prohibits any discriminatory conduct (or conduct having a discriminatory effect) that is based on the inherent requirements of a particular position.

8. Representation

- 8.1. Employees and the Employer are entitled to be represented in matters arising under this Agreement, the NES and any other matters pertaining to the employment relationship.
- 8.2. Employees (including union delegates) who have been nominated by staff to represent them in matters described in clause 8.1 above, will be entitled to reasonable paid time to carry out these duties. Employees are to give reasonable notice to their supervisor prior to completing these duties.

PART 2 - COMMUNICATION AND DISPUTE RESOLUTION

9. Consultation regarding major workplace change

9.1. Employer to notify

9.1.1. Where the Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Employer must notify the employees who may be affected by the proposed changes and their representatives, if any.

9.1.2. Significant effects include termination of employment; major changes in the composition, operation or size of the Employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters, an alteration is deemed not to have significant effect, and the requirements of this clause will not apply.

9.2. Employer to discuss change

9.2.1. The Employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 9.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

9.2.2. The discussions must commence as early as practicable after a definite decision has been made by the Employer to make the changes referred to in clause 9.1.

9.2.3. For the purposes of such discussion, the Employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that the Employer is not required to disclose confidential information the disclosure of which would be contrary to the Employer's interests.

9.3. Consultation about changes to rosters or hours of work

9.3.1. Where an Employer proposes to change an employee's regular roster or ordinary hours of work, the Employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.

9.3.2. The Employer Must:

- (a) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
- (b) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and

Give prompt consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.

- 9.3.3. The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- 9.3.4. These provisions are to be read in conjunction with other provisions in this Agreement concerning the scheduling of work and notice requirements.

10. Dispute resolution

- 10.1. In the event of a dispute about a matter under this Agreement, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the Employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 10.2. If a dispute about a matter arising under this Agreement or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 10.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission for conciliation.
- 10.3. Where the matter in dispute remains unresolved, the Fair Work Commission may arbitrate on application by any party.
- 10.4. The Employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 10.5. While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable work health and safety legislation, an employee must not unreasonably fail to comply with a direction by the Employer to perform work, whether at the same or another workplace that is safe and appropriate for the employee to perform.
- 10.6. The Fair Work Commission must not deal with a dispute pursuant to this clause, where the dispute is about whether the Employer had reasonable business grounds to refuse a request for flexible working arrangements made under clause 19 of this Agreement.

PART 3 - WAGES AND RELATED MATTERS

11. Employee classification structure

Employees will be graded according to the classification structure outlined below.

Category	Classification Levels	Typical Jobs
<p>Consumer Service Delivery</p> <p>Employees employed in this category typically provide frontline rehabilitation, support, artistic guidance and/or assistance to consumers within a community living context or residential rehabilitation setting or supervise those who provide direct support. The positions are consumer focused and require a sound understanding of consumer needs (including health needs) and the principles of psycho social rehabilitation. Participation in research, policy and practice development activities as well as managerial responsibility and/or delegated authority for finances, capital expenditure, or human resources may be a feature as well as responsibility for the preparation or assistance in preparation, and management of Key Performance Indicators.</p>	<p>Employees will be graded into Salary Levels 1-5 dependent upon the responsibilities, authority and accountability of the job.</p>	<p>Positions may include but are not limited to: Trainees, CRSWs*, Support Workers, Outreach Workers, Peer Support Workers, Intake and Assessment Workers, Advanced CRSWs*, Community Artists, Youth Workers, Housing Officers, PIR Support Facilitators and Senior Support Facilitators, Senior Practice Leaders, and Service Managers.</p> <p>The role may be performed at a site, region, state, or national level.</p> <p>*CRSW = Community Rehabilitation and Support Worker</p>
<p>Corporate Support Services</p> <p>Employees engaged in this category typically provide service development, corporate support and back office services. The positions cover administration, advice, support and assistance to all Neami service sites and managers, Senior Managers, Neami Board of Directors and the Chief Executive Officer, in addition to project oversight and management of functions in areas including but not limited to: payroll; finance; communications; IT, data & applications; learning & development; human resources; service development & innovation; quality, compliance and risk; office management; and others.</p>	<p>Employees will be graded into Salary Levels 1-5 dependent upon the responsibilities, authority and accountability of the job.</p>	<p>Positions may include the following functions but are not limited to: reception, data entry, data base maintenance, payroll, accounts payable and receivable, budget preparation, financial reporting internally and externally, records management, travel/conference bookings, human resources and employee relations advice, business development, learning & development programs and training, fleet management, lease negotiation, hospitality, house keeping, general administration, IT & applications development and support, accreditation support, policy development, research, promotion and marketing, communications, service development and innovation, quality, compliance and risk.</p> <p>The role may be performed at a site, region, state or national level.</p>

Consumer Service Delivery Level 1

Employees at this level work within a team approach to support and assist consumers to connect with their community. Employees at this level work under the close direction and supervision of a more senior employee in developing work practices and interventions which are structured and meet expressed needs of consumers. Employees at this level do not have the minimum competency levels for the CSD Level 2 role/s. Employees at this level may fill trainee positions. Trainees may participate in a formal Traineeship program, or participate in a structured internal skill development program. Achievement of formal accredited qualifications may or may not be a feature of the trainee position. Once an employee at this level has achieved the minimum competency standards, they will progress to CSD Level 2. Positions at this level include, but are not limited to Trainee positions.

Consumer Service Delivery Level 2

Employees at this level work within a team approach to support and assist consumers both on an individual level and group level to connect with their community and to learn and/or relearn skills to assist these connections. Employees at this level work under the supervision of a more senior employee and concentrate their efforts on assessing consumer needs and developing structured and planned interventions with the consumer to assist them to build confidence and competence to participate in community life. Positions at this level include, but are not limited to, Community Rehabilitation and Support Worker (CRSW) and Peers Support Worker positions.

Consumer Service Delivery Level 3

Employees at this level also work within a team approach to support and assist consumers on an individual level and group level to connect with their community, to learn and/or relearn skills to assist these connections. This support may take many forms from assisting consumers to build their resilience through structured one to one interactions to art based practice to group rehabilitation programs. However, employees at this level will be applying advanced level skills, knowledge and experience or exercising additional responsibility to that of an employee graded at Level 2. He or she may assist employees to plan appropriate interventions with consumers to assist consumers to build confidence and competence to participate in community life, or may mentor, supervise or train level 1 or 2 staff, or co-ordinate a specific area of work that involves partnerships with external agencies. Positions at this level include, but are not limited to, Intake and Assessment Worker and Residential Services Development Officer positions.

Consumer Service Delivery Level 4

Employees at this level may lead a team of employees who support and assist consumers to connect with their community, to learn and/or relearn skills to assist these connections. Employees at this level may also manage a series of group rehabilitation programs and have responsibility for specific external partnership development or health promotion initiatives and/or participate and assist in research, and other service development activities. Employees leading a team will assist and supervise team members to plan appropriate interventions with consumers. Employees at this level may mentor, supervise and/or train staff on levels 1, 2 & 3. Positions at this level include, but are not limited to Senior Practice Leader positions.

Consumer Service Delivery Level 5

Employees at this level may assist staff to plan appropriate interventions with consumers to assist consumers to build confidence and competence to participate in community life. Employees at this level will mentor, supervise or train staff on levels 1 – 4. Employees at this level may manage a Neami Service site having responsibility for human resources, finances, service partnership development, and other service development activities. Employees at this level may have responsibilities for developing state and/or Neami wide projects in the area of planning, program development, evaluation and/or new service development. Positions at this level include, but are not limited to Service Manager positions.

Corporate Support Services Level 1 Employees at this level perform a range of administrative tasks under direction of more senior staff. Typically functions and duties at this level include, but are not limited to: reception, ordering, document preparation, bookings, mail outs, drafting work procedures, administrative support to service sites and/or assisting in the staff recruitment process. Positions at this level include, but are not limited to junior secretarial or administrative positions.

Corporate Support Services Level 2

Employees at this level perform a range of administrative/financial/human resources/payroll tasks in a specific area under direction of senior finance/administrative/human resources/payroll staff. Employees at this level will apply more advanced skills, knowledge or experience or exercise a higher level of responsibility to an employee graded at Level 1. Typically duties at this level include, but are not limited to: accounts payable, account receivable, creating systems to track expenditure (spread sheets with monthly costs), co-ordination of the Neami petty cash system, monitoring phone and petrol usage, fleet and asset administration, data base development and maintenance, human resources administration, recruitment and advertising activities, payroll collation tasks, allocation of mobile phones, developing site administrative procedures and admin support at service sites. Positions at this level include, but are not limited to Operational Support Officer positions.

Corporate Support Services Level 3

Employees at this level perform a range of administrative/financial/human resources tasks in a specific area or a range of areas under direction of senior finance/administrative/human resources/IT/communications/database administration/executive support/service development staff. Typically functions and duties at this level include, but are not limited to: drafting letters of offer of employment, recruitment and advertising coordination, payroll co-ordination and processing, office lease co-ordination, Board of Directors support, fleet and asset management, research, policy development and review, information technology development and support, communication and publication support, quality, compliance and risk systems and administration, service development projects and sustainability activities. Positions at this level include, but are not limited to, HR and Recruitment Officers, IT Support Officers and Executive Assistants.

Corporate Support Services Level 4

Employees at this level perform a range of administrative, financial, human resources, sustainability, IT and application development and support, service development, learning and development, quality, compliance and risk, communication or continuous improvement tasks in a specific area or a range of areas under general direction of senior finance/administrative/human resources/service development/IT development and support quality, compliance and risk, learning and development or other managers but requiring a greater level of knowledge, skills or competency than an employee graded at level 3. Typically duties at this level include, but are not limited to: project management, administrative support for the CEO, National Leadership Team and the Board of Directors, administrative systems review and development, research and service development, workforce development & HR advice, IT development and support, property coordination, training, Health promotion, consumer participation and other service development functions, quality, compliance and risk, online communications, promotion and marketing. Positions at this level include, but are not limited to, Health Promotion Officers, Consumer Participation Officers and Training Officers.

Corporate Support Services Level 5

Employees at this level may manage a Neami function including but not limited to: human resources, learning and development, finances, payroll, assets and fleet, IT and applications, service development and supplier/client partnership development. Employees at this level may have responsibilities for developing State and/or National projects in the area of budget planning, evaluation, new service development, IT development and support, HR, workforce planning, learning and development and/or communications, promotion and marketing. Duties at this level demand a

higher degree of problem solving and technical skill than those outlined in Level 4. These include, but are not limited to project management activities and Neami wide and/or state wide policy development. Positions at this level include, but are not limited to Manager Consumer Participation Strategy and Senior Communications Officer.

12. Salaries

12.1. Employees will be paid the minimum annual salary at either salary band 1, 2, 3 or 4 of the classification level applicable to the position as provided in SCHEDULE A - RATES OF PAY.

12.2. The commencement salary will be at the discretion of the Employer and determined in accordance with the following criteria:

(a) Salary band 1

Employees at this band possess the competencies required for the position. Employees will have strong capacity and commitment to develop specific skills and knowledge directly related to the position, through experience in the position. Employees may have some relevant work experience that offers transferrable skills or may possess tertiary qualifications.

(b) Salary band 2:

Employees at this band demonstrate strong competency in the areas required for the position. In addition employees will possess specific skills and knowledge of a higher level than employees classified in band 1, which are directly related to the position. Employees will have relevant work experience and may possess tertiary qualifications.

(c) Salary band 3:

Employees at this band demonstrate strong competency in the areas required for the position. In addition, employees will possess significant specialist expertise, specific skills and substantial knowledge of a higher level than employees classified in band 2, which are directly related to the position. Employees will have significant relevant work experience and may possess tertiary qualifications.

(d) Salary band 4:

Employees at this band demonstrate strong competency in the areas required for the position. In addition, employees will possess significant specialist expertise, specific skills and substantial knowledge of a higher level than employees classified in band 3, which are directly related to the position. Employees will have substantial relevant work experience and may possess tertiary qualifications.

12.3. Employees will be entitled to progress to the next highest salary band within the applicable classification level, after twelve months continuous service at a salary band.

12.4. Employees will be paid a one-off payment of \$1000 (pro-rated for part-time and casual employees) within fourteen days of the Agreement coming into operation.

12.5. Relationship to Modern Award wages

12.5.1. The minimum annual salary provided in clause 12.1 above is paid in satisfaction of, and may be set off against, all monetary obligations imposed under the Modern Award in relation to minimum wages including the *Transitional Minimum Wage* and *Transitional Equal Remuneration Payment* pursuant to the Equal Remuneration Order issued by the Fair Work Commission 22nd June 2012 (PR525485).

12.5.2. For the avoidance of doubt, the minimum annual salary provided in clause 12.1 above must not be less than the minimum wages provided under the modern award including the *Transitional Minimum Wage* and *Transitional Equal Remuneration Payment* pursuant to the Equal Remuneration Order issued by the Fair Work Commission 22nd June 2012 (PR525485). If the minimum annual salary provided in clause 12.1 above were to be less than the minimum wage provided under the modern award, the modern award minimum wage would apply.

12.6. Salary Packaging

12.6.1. Subject to clause 12.6.2 and 12.6.3 below, the Employer will offer a full-time or part-time employee on a contract of 3 months or more, the opportunity to package the salary as provided in clause 12.1 above, into salary and benefits.

12.6.2. The terms and conditions of such a package will be subject to Neami's Salary Packaging Agreement, and shall not, when viewed objectively, be less favourable than the entitlements otherwise available under this Agreement.

12.6.3. An agreement to package salary as provided in clause 12.5.1 above will be subject to the following:

(a) the employee must obtain independent, professional advice on financial matters prior to accepting the salary packaging offer;

(b) should the Employer incur any fringe benefits tax liability on the salary package covered by this agreement, the option to continue to offer a salary packaging benefit will be at the absolute discretion of the Employer; and

(c) the employee does not submit any fraudulent claims.

12.7. Supported Wage System

The Supported Wage System provided in the Modern Award as in force from time to time is incorporated into the Agreement.

12.8. National Training Wage

The National Training Wage provided in the Modern Award as in force from time to time is incorporated into the Agreement.

13. Allowances

13.1. Higher Duties

13.1.1. An employee who is called upon to perform the duties of another employee in a higher classification under this Agreement for a period of five consecutive days worked or more, shall 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. A proportionate payment of higher duties may be made to an employee that is performing less than all of the duties of the higher position.

13.1.2. An employee who has performed higher duties for a continuous period of 2 months or more and who takes approved leave subsequent to this period will be entitled to be paid at the higher acting rate of pay for all periods of leave taken whilst on higher duties.

13.1.3. Employees classified at CSD Level 2 or below who are supervising student(s) on placement from university, TAFE or other tertiary institutions will be entitled to receive higher duties pay classified at CSD Level 3 for the duration of the student

placement and whilst supervision responsibilities apply, except where the employee is on paid or unpaid leave.

13.2. On-call

- 13.2.1. An employee required by the Employer to be on-call (i.e. available to be recalled for duty) shall be paid an allowance of \$43.71 in respect of on-call duties between 5.30pm to 9.00am Monday to Friday and \$71.03 for each 24 hour period between 9.00am Saturday and 9.00am Monday.
- 13.2.2. Where a staff member is required to be on-call on a public holiday which occurs between Monday and Friday, the staff members will be paid the weekend rate of \$71.03 in respect of the on call duties for that day.

13.3. Re-call

- 13.3.1. Where the employee is required to perform work over the phone exceeding 45 minutes in duration, and the employee is not required to attend the workplace, the employee will be paid one hour at 1.5 x their ordinary hourly rate of pay.
- 13.3.2. An employee who is recalled to work after leaving the place of employment shall be paid a minimum of three hours' pay at 1.5 x the ordinary hourly rate of pay. If the work is completed in less than 3 hours there is no requirement to work out the full 3 hours.

13.4. Residential Services Sleepover Allowance

- 13.4.1. Where the Employer requires an employee to sleepover on the Employer's premises, and that employee has support responsibilities for consumers, the employee shall be entitled to an amount of 3 hours wages at the employee's ordinary rate of pay for each sleepover period of 8 hours.
- 13.4.2. This allowance shall be deemed to provide compensation for the requirement to be away from home.
- 13.4.3. In the event the employee is required to perform work during the sleepover period, the employee shall be paid at 1.5 x their ordinary rate for each hour of work, or part thereof.

13.5. Early Morning Work Allowance

An employee who is required to perform 45 minutes or more of work between 6.00am and 8.00am Monday to Sunday, shall be paid an allowance of \$43.71 except where the employee is performing "night work" and any hours of that shift fall between 6.00am and 8.00am, and where the employee would be entitled to a loading of 30% of their ordinary rate on those hours worked.

13.6. Consumer Holidays/Excursions Allowance

- 13.6.1. An employee who attends a work related holiday or excursion, has support responsibilities for consumers, and is required to stay away from home overnight is entitled in addition to their ordinary rate of pay, to 3 hours pay at their ordinary rate and 5 hours paid time off in lieu.
- 13.6.2. Travel and accommodation expenses will be covered by Neami, and food expenses will be covered within the camp/excursion budget.

13.7. Vehicle Allowance

Should an employee be required to use their own vehicle for work purposes, and that employee does not receive an annual allowance or salary payment for such purposes, the employee is to receive a vehicle allowance of 78 cents per kilometre.

13.8. Overnight Allowance

An employee who is required to stay away from home overnight to attend internal work related meetings, including inductions, training and management meetings, or external work related meetings, including conferences, is entitled to an amount of \$103.81 to cover meals and incidentals. Accommodation expenses will be paid by the Employer.

13.9. Meal allowance

13.9.1. An employee will be supplied with an adequate meal where the Employer has adequate cooking and dining facilities or be paid a meal allowance of \$12.36 in addition to any time off in lieu of overtime as follows:

- (a) when required to work more than one hour of overtime; and
- (b) provided that where such overtime work exceeds four hours a further meal allowance of \$12.36 will be paid.

13.9.2. Clause 13.9.1 will not apply when an employee could reasonably return home for a meal within the meal break.

13.9.3. On request, meal allowance will be paid on the same day as overtime is worked.

13.10. First aid Allowance

13.10.1. A weekly first aid allowance of \$16.03 per week will be paid to a full-time employee where:

- (a) the employee is required by the Employer to hold a current first aid certificate; and
- (b) the employee is required by their Employer to perform first aid at their workplace

13.10.2. The first aid allowance will apply to eligible part time and casual employees on a pro rata basis on the basis that the ordinary weekly hours of work for full-time employees are 38.

13.11. Adjustment of Allowances

13.11.1. Adjustment of vehicle allowance:

- (a) On the 1st of July each year until the nominal expiry date of the Agreement, the vehicle allowance will be increased by the relevant adjustment factor most recently published by the Australian Bureau of Statistics.
- (b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	Applicable Consumer Price Index figure
Vehicle allowance	Private motoring sub-group
Meal allowance	Take away and fast foods sub-group

13.11.2. The following allowances will be indexed by 3% on the 1st of July each year until the nominal expiry date of the Agreement:

- i. On-call;
- ii. Early Morning Work Allowance;
- iii. Overnight Allowance; and
- iv. First aid Allowance.

14. Evening, night, weekend and public holiday loadings

14.1. Definitions

- 14.1.1. **"Evening work"** means any ordinary hours of work which finish after 8.00 p.m. and at or before 12.00 midnight Monday to Friday.
- 14.1.2. **"Night work"** means any ordinary hours of work which finish after 12.00 midnight or commence before 6.00 a.m. Monday to Friday.
- 14.1.3. **"Saturday work"** means any ordinary hours worked between midnight Friday and midnight Saturday.
- 14.1.4. **"Sunday work"** means any ordinary hours worked between midnight Saturday and midnight Sunday.
- 14.1.5. **"Public Holiday work"** means any time worked between midnight on the night prior to the public holiday and midnight of the public holiday.

14.2. Loadings

- 14.2.1. An employee who performs evening work shall be paid a loading of 15% on their ordinary rate of pay for the whole of such period.
 - 14.2.2. An employee who performs night work shall be paid a loading of 30% on their ordinary rate of pay for the whole of such period.
 - 14.2.3. An employee who performs Saturday work shall be paid a loading of 75% on their ordinary rate of pay for that part of such period.
 - 14.2.4. An employee who performs Sunday work shall be paid a loading of 75% on their ordinary rate of pay for that part of such period.
 - 14.2.5. An employee who performs Public Holiday work shall be paid a loading of 150% on their ordinary rate of pay for that part of such period. An employee who is rostered but does not work the public holiday will receive their ordinary rate of pay.
- 14.3. A casual employee who performs evening, night, Saturday, Sunday or Public Holiday work shall be paid the loadings provided in clause 14.2 in addition to the casual loading on the ordinary hourly rate of pay. This means for example, a casual employee who performs evening work shall be paid 140% of the ordinary hourly rate prescribed for that employee's classification.

15. Superannuation

- 15.1. The subject of superannuation is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993. This legislation, as varied from time to time, governs the superannuation rights and obligations of the Employer

under this Agreement, including the obligations in relation to making superannuation contributions to a superannuation fund for the benefit of an employee. Should an employee not nominate a fund, the Employer contributions will be paid into the Employer's default fund which offers a Mysuper Product.

Superannuation Guarantee Charge (**SGC**) contributions will be made on an employee's full ordinary time earnings. Although the Superannuation Guarantee (Administration) Act 1992 excludes fringe benefits and other non-cash benefits from a staff member's ordinary time earnings, Neami is committed to ensuring staff who choose to salary sacrifice are not disadvantaged, provided that this does not result in the incurring of additional costs for Neami. The SGC will not be reduced by reportable fringe benefits, meal entertainment fringe benefits, exempt fringe benefits, entertainment facility leasing expense fringe benefits and salary sacrificed superannuation.

PART 4 - HOURS OF WORK & BREAKS

16. Hours of work

16.1. Span of Ordinary Hours

The span of hours that an employee may be asked to perform their ordinary hours of work (excluding evening and night work) are 8.00am – 8.00pm Monday through to Sunday.

16.2. Ordinary Hours of Work

16.2.1. The days of the week on which the ordinary hours of work are to be performed, including daily start and finish times, will be agreed between the Employer and employee at the commencement of employment.

16.2.2. The ordinary hours of work for an employee will not exceed 10 hours per day and shall be performed on no more than an average of 5 days per week per 4 week roster period.

16.3. Accrued days off

16.3.1. An accrued day off (**ADO**) for the purpose of this Agreement is a day that an employee has off duty when working in accordance with an average hours system.

16.3.2. Part time employees do not accrue ADO's due to the fact their hours of work are less than full time. However, part time employees employed by Neami that currently receive ADO's as set out in their employment contract will have the option to relinquish or retain their ADO during the period of operation of the Agreement.

16.4. Change of Hours of Work

16.4.1. The daily commencement and finishing times, and days upon which the ordinary hours of work are performed, may be varied by agreement between the Employer and individual employee or by providing the employee with 7 days' notice of the change.

16.4.2. Rosters may be varied to accommodate the reduced requirement for staff to work with consumers on public holidays.

17. Meal breaks and rest periods

17.1. Meal Breaks

An employee will not be required to continuously work more than 5 hours without an unpaid meal break of at least 30 minutes.

17.2. Rest Periods

An employee is entitled to take reasonable paid breaks from work during the course of the working day or shift to rest and recuperate.

18. Additional Hours / Time off in lieu

18.1. Preamble

It is agreed that time off in lieu of overtime (**TOIL**) is the primary means of compensating employees for working additional hours in the circumstances provided for in this clause.

18.2. Entitlement

18.2.1. An employee shall be entitled to TOIL where the employee works more than 76 hours in any 2 week period or where the employee works more than ten hours in any one day or where the employee works outside of the span of ordinary hours specified in clause 16.1.

18.2.2. TOIL will be credited time for time i.e. one hour of TOIL for each hour of overtime worked.

18.2.3. Where approved over time is worked on a weekend, an employee accrues 'Weekend TOIL'. At the time the Weekend TOIL is taken, it will be paid at a rate of 1.75 x the Employee's ordinary hourly rate of pay for each hour of Weekend TOIL.

18.2.4. Instead of taking TOIL, an employee may elect to be paid for the time worked in accordance with the following:

- i. Additional hours worked on a weekday will be paid at the employee's ordinary hourly rate of pay.
- ii. Additional hours worked on a weekend will be paid at the rate of 1.65 the employee's ordinary hourly rate of pay.
- iii. An employee is only entitled to elect to receive additional hours payments equivalent to 10 ordinary hours in any fortnightly pay cycle. Any additional hours above 10 ordinary hours in any fortnightly pay cycle must be taken as TOIL.

18.3. Additional hours adjustment

18.3.1. Where an employee who has been paid for additional hours would have been better off overall pursuant to the Modern Award for the hours the employee worked, the employee is entitled to a financial adjustment of the difference between their actual earnings and the earnings they would have received under the Modern Award.

18.3.2. At the end of any financial year, an employee may request the Employer conduct this reconciliation.

18.3.3. When assessing whether an employee would have been "better off overall" for the purposes of clause 18.3.1, the Employer will:

- i. Calculate the employee's total earnings over the previous financial year pursuant to the Agreement, including paid additional hours.
- ii. Calculate the employee's total earnings over the previous financial year that the employee would have earned pursuant to the Modern Award, including

Modern Award wages for the classification designated by the employer, recognising that overtime payments under the Modern Award would only be payable where an employee could not take TOIL within three months of the TOIL being accrued.

- iii. Where (i) is less than (ii), pay the difference to the employee in the employee's next pay period.

18.4. Approval

Overtime shall only be worked with the prior approval of the employer.

18.5. Accrual and scheduling of TOIL

- 18.5.1. TOIL can only be accrued when approved in accordance with clause 18.4 above and more than 30 minutes of overtime has been worked.
- 18.5.2. No more than 2 ordinary days can be accrued without the express written consent of the employer. The Employer will not unreasonably refuse a request to accrue more than 2 ordinary days of TOIL.
- 18.5.3. TOIL must be taken within 4 weeks of accrual unless approved by the employee's immediate supervisor and only in exceptional circumstances.
- 18.5.4. An employee's request to take accrued TOIL cannot be unreasonably refused.

18.6. Part-time employees

- 18.6.1. Part time employees will have the option to accrue TOIL for the additional hours worked above their normal ordinary contracted hours.
- 18.6.2. Where a part time employee chooses to accrue TOIL for the additional hours worked, they must make this request within the pay period in which they accrued the TOIL.
- 18.6.3. Where the request is not made within the pay period in which they accrued, the additional hours worked will be paid out.

18.7. Accrued Days Off

- 18.7.1. Additional hours of work performed to accrue a day off work in accordance with the Employer's Hours of Work Policy are not defined as overtime for the purposes of this Agreement.

19. Requests for flexible working arrangements

- 19.1. Neami is supportive of flexible work arrangements and will seek to accommodate any reasonable requests, irrespective of the reason for the request, that are compatible with, and do not adversely impact, operational requirements.
- 19.2. Any request for flexible working arrangements must be made in writing and must set out the details of the change sought and the reasons for the change.
- 19.3. Where a request is made pursuant to clause 19.2, the Employer must provide a written response within 21 days. If the request is rejected, the response must set out the grounds for the rejection.

PART 5 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

20. Annual leave

20.1. Annual leave is provided for in the NES. This clause provides entitlements and requirements that are ancillary or supplementary to the NES.

20.2. Entitlement

Employees shall be entitled to take annual leave of four weeks per year of continuous service at the ordinary rate of pay exclusive of loadings prescribed in clause 14 above for evening, night and weekend work.

20.3. Weekend or Public Holiday Work

20.3.1. Subject to sub-clauses 20.3.2, an employee who regularly works ordinary hours on weekends and/or public holidays will be entitled to an additional week's annual leave per year.

20.3.2. 'Regular weekend or public holiday work' means an employee has worked a minimum of 4 ordinary hours on at least 10 Saturdays, Sundays and/or public holidays over a financial year.

20.4. Annual Leave Loading

20.4.1. In addition to the payments prescribed under this clause, an employee proceeding on annual leave shall receive a loading of 17.5% on all annual leave hours taken.

20.4.2. Annual leave loading is payable on the additional annual leave prescribed for weekend work.

20.5. Public Holidays

Annual leave is exclusive of public holidays. Public holidays falling within an employee's annual leave will be added to the employee's accumulated annual leave and taken at a time to be agreed upon between the employer and employee.

20.6. Scheduling Leave

20.6.1. The specific time of taking annual leave will be determined by mutual agreement and subject to the operational requirements of the business and employee preference. The employer will have special regard to circumstances where an employee seeks annual leave, where such leave is to coincide with family responsibilities and/or leave approved for the employee's spouse/partner. The employer seeks to encourage all employees to regularly take annual leave for health and wellbeing reasons.

20.6.2. Employees should not accrue more than 6 weeks annual leave without special permission. Neami will not unreasonably refuse such special permission.

20.6.3. Except where prior approval from the employer has been obtained, annual leave will not be approved unless all accrued TOIL and ADO have been taken or are scheduled to be taken in conjunction with annual leave.

20.6.4. Cashing out of Annual Leave

20.6.5. Employees with at least 5 years' continuous service may request to cash out an amount of accrued annual leave provided that the employee retains an accrued entitlement of at least 4 weeks annual leave.

- 20.6.6. Where an employee is re-employed by the employer not more than two years after the employee's previous employment with the employer ended, the employee's previous service with the employer will be recognised for the purpose of the 5 year service requirement in clause 20.6.5.
- 20.6.7. If an employee wishes to cash out accrued annual leave, the employee must provide the employer with a written request to do so.
- 20.6.8. The Employer may, at its discretion, authorise the employee to cash out the requested amount of accrued annual leave.
- 20.6.9. If the employee's request to cash out annual leave is approved, the agreement between the employee and employer to cash out the annual leave must be in writing.
- 20.6.10. If the employer authorises the employee to cash out annual leave, the employee will be entitled to be paid in lieu of the amount of annual leave that is foregone, plus annual leave loading. The amount of annual leave that is foregone will then be deducted from the amount of accrued annual leave that is credited to the employee.

21. Personal/carer's leave and compassionate leave

- 21.1. Personal / carer's leave and compassionate leave are provided for in the NES. This clause contains entitlements and requirements that are ancillary or supplementary to the NES as set out in the clauses and table below. In the event that the NES entitlement is amended, the more generous entitlement will prevail.

Type of leave	NES Entitlement	Additional Neami Entitlement	Total annual entitlement
Wellness leave	N/A	2 days paid leave	2
Personal/Carer's leave	10 days paid leave per annum, with all leave accrued progressively	No additional paid leave. 3 of the 10 days will however be issued on commencement of employment	10
Additional paid carer's leave	N/A	2 days paid leave per annum	2
Compassionate leave	2 days paid leave	1 day paid leave	3

21.2. Quantum of Personal / carer's leave

- 21.2.1. In addition to the entitlements in the NES, an employee is entitled to 2 days of paid wellness leave per year.
- 21.2.2. An employee with no accrued paid personal/carer's leave may use available wellness leave for an occasion where personal/carer's leave is available under the NES.
- 21.2.3. A full-time 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 an additional 2 days paid leave to provide care and support for such persons when they are ill.

- 21.2.4. For part-time employees, personal/carer's leave shall accrue in respect to all ordinary hours worked pro rata of the full-time employee entitlement.
- 21.3. Employees will be entitled to 3 days of personal/carer's leave upon commencement of employment. Personal/carer's leave otherwise accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.
- 21.4. An employee that is absent from work due to the taking of any form of leave provided for in this clause for 5 consecutive working days or more must provide a medical certificate evidencing support for the absence.
- 21.5. In addition to the entitlements in the NES, an employee is entitled to one day of paid compassionate leave, i.e. 3 days in total, for each occasion when a member of the employee's immediate family or a member of the employee's household:
 - a) contracts or develops a personal illness that poses a serious threat to their life;
 - b) sustains a personal injury that poses a serious threat to their life; or
 - c) dies.

22. Parental leave

- 22.1. Parental leave is provided for in the NES. This clause contains entitlements and requirements that are ancillary or supplementary to the NES.
- 22.2. After twelve months of continuous service, an employee parent who will have responsibility for the care of a child, is entitled to a total of 52 weeks of unpaid parental leave in relation to the birth or adoption of their child.
- 22.3. Primary caregivers are entitled to take 13 weeks of the 52 weeks referred to in clause 22.2 as paid parental leave, such leave to be paid at their ordinary rate of pay.
- 22.4. An employee parent who will not be the primary caregiver for the child is entitled to take 4 weeks paid "Partner Leave" in relation to the birth or adoption of a child.
- 22.5. Except with the written consent of the Employer, Partner Leave shall commence not more than:
 - a) one week prior to the expected birth or placement of the child; or
 - b) six months after the birth or placement of the child.
- 22.6. The entitlement to paid leave pursuant to clause 22.3 and 22.4 above will be in addition to any parental leave payments received from the Australian Government Paid Parental Leave Scheme.
- 22.7. Employees with less than 12 months and more than 10 months continuous service, will be entitled to access leave as provided for in this clause on a pro-rata basis.

23. Community service leave

- 23.1. Community service leave, including 10 days paid leave for jury service, is provided for in the NES. This clause contains entitlements and requirements that are ancillary or supplementary to the NES.
- 23.2. An employee will be paid at their ordinary rate of pay for more than 10 days of jury service in:
 - (i) Western Australia and Victoria as required by the *Juries Act 1957* (WA) and the *Juries Act 2000* (Vic); or

(ii) Otherwise in exceptional circumstances as determined by the employer.

23.3. An employee who engages in a voluntary emergency management activity, as defined in the NES, is entitled to five days paid leave on each permissible occasion.

24. Gratis / Cultural leave

24.1. In addition to annual leave and in recognition of the valuable contribution to Neami, each employee is entitled to 3 days paid leave each year (pro-rata for part-time employees and where an employee has not worked a full 12 months).

24.2. An employee will be entitled to use gratis leave in a flexible manner at any time during the year (as agreed with their supervisor). It is intended that this will assist for example, with cultural observance days.

24.3. Accrued gratis leave can be taken from 1st of December each year. It can be used at any time during the year, and unused leave will expire on 30th November the following year.

24.4. Annual leave loading is not payable on gratis leave.

25. Study leave

25.1. An employee completing (or enrolled to commence) a qualification or course under their own initiative in a discipline or area of study that is related or will support skill development relevant to their position will have the right to request study leave under the employers work flexibility process.

25.2. Applications will be assessed on a case by case basis, and approved by the relevant State or Regional Manager, in consultation with Neami Human Resource Management.

26. NAIDOC Week leave

An employee who identifies as Aboriginal or Torres Strait Islander shall be granted up to one day paid leave per year to enable the employee to participate in NAIDOC Week celebrations. Leave can be taken at any time during NAIDOC Week, as agreed with the employee's manager.

27. Additional paid leave in special circumstances

27.1. An employee may apply for paid leave in addition to any other entitlement to leave provided in this Agreement where special circumstances exist.

27.2. The application will be considered for approval on a case by case basis by the applicable State Manager in consultation with Neami Human Resource Management.

27.3. Requests may include:

- (a) additional bereavement leave in recognition of Indigenous cultural practices;
 - (b) leave to volunteer for natural disasters;
 - (c) leave for court appearances (when subpoenaed as a witness);
 - (d) family violence leave;
 - (e) leave for critical incidents – in addition to personal leave;
 - (f) additional leave for personal tragedy;
 - (g) additional leave due to significant or unexpected caring responsibilities;
 - (h) additional leave to assist in managing mental health at work; or
 - (i) other special circumstances paid leave.
- 27.4. The decision to approve a request for additional paid leave in special circumstances, is entirely within the discretion of the employer but will take into account the employees circumstances and the impact of the leave on service delivery.
- 27.5. **Statement of support of employees experiencing family violence**
- Neami condemns family violence and recognises the serious and harmful impacts it can have on individuals and families. Neami acknowledges that employees may at times face challenging circumstances associated with family violence, and encourages employees to seek professional support and assistance from appropriate services. Neami will continue its endeavour to support employees experiencing family violence.

28. Leave without pay

In recognition of employees requiring extra leave, the employer may approve a period of leave without pay upon application by the employee.

29. Long service leave

- 29.1. Long service leave is provided for in the NES. This clause contains entitlements and requirements that are ancillary or supplementary to the NES.
- 29.2. An employee who has completed 10 or more continuous years of service is entitled to 13 weeks Long Service Leave. A further 1.3 weeks is granted for each completed year after 10 years' service.
- 29.3. Subject to sub-clause 29.5, an employee who has completed five years of continuous service (but less than 10 years' service) is, on termination of the employee's service, entitled to a payment of 1.3 weeks leave in respect of each completed year of service.
- 29.4. An employee who has completed 5 years continuous service may, with the agreement of the employer take a proportion of accrued long service leave.
- 29.5. An employee is not entitled to a payment under sub-clause 29.1 if:
- a) The employee's employment is terminated on the ground of serious and wilful misconduct on the part of the employee; or
 - b) The employee unlawfully terminates the employment.
- 29.6. Long service leave may be taken at a time agreed between the employer and employee.

- 29.7. All continuous service of employees with the employer prior to the commencement of this Agreement will be recognized for the purposes of calculating the entitlement i.e. 1.3 weeks of long service leave accrues for each year of continuous service.
- 29.8. Subject to 29.9, where an employee is re-employed by the Employer (or has been re-employed by the Employer) not more than two years after the employee's previous employment with the Employer ended, the employee's previous service with the Employer will be recognised for the purposes of the long service leave entitlements set out in this clause.
- 29.9. An employee's prior service with the Employer will not be recognised in circumstances where the employee was paid out accrued long service leave upon the termination of their previous employment with the Employer.

30. Public holidays

- 30.1. Public holidays are provided for in the NES.
- 30.2. Subject to clause 30.7, an employee shall be entitled to holidays on the following days without deduction of pay:
- (a) New Years Day, Good Friday, Easter Monday, Christmas Day and Boxing Day; and
 - (b) Australia Day, ANZAC Day, Queens Birthday, and Labour Day as gazetted by governments in the relevant States and Territories and localities; and
 - (c) Any other day prescribed in the relevant State and/or Territory generally observed as a public holiday in the location the service is situated.
- 30.3. When Christmas Day falls on a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
- 30.4. When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.
- 30.5. When New Years Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.
- 30.6. Where in a State, Territory 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.
- 30.7. The Employer may request an employee work on a public holiday if the request is reasonable.

PART 6 - EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

31. Contract of employment

31.1. Full-time employee

The ordinary hours of work of a full-time employee are 38 hours per week or an average of 38 hours per week.

31.2. Part-time employee

31.2.1. A part-time employee regularly works an average of less than 38 hours per week.

31.2.2. Unless otherwise stated, a part-time employee will be entitled to the same terms and conditions of employment as provided to a full-time employee on a pro rata basis.

31.3. Temporary employment

31.3.1. A full-time or part-time employee may be engaged for temporary periods to fill short-term vacancies or where the nature of the work is temporary such as short-term projects and assignments.

31.4. Casual employee

31.4.1. A casual employee is employed by the hour and paid by the hour and shall be paid a 25% loading in addition to the ordinary hourly rate of pay.

31.4.2. Unless otherwise stated in this Agreement, the following clauses of this Agreement have no application to casual employment:

Clause 12.6	Salary packaging	Clause 29	Long Service Leave
Clause 16	Hours of work	Clause 30	Public holidays
Clause 20	Annual leave	Clause 32	Termination of employment
Clause 21	Personal / Carers leave	Clause 33	Redundancy
Clause 23	Community service leave	Clause 34	Natural disasters
Clause 24	Gratis leave/Cultural leave	Clause 35	Moving house
Clause 25	Study leave		
Clause 27	Leave in special circumstances		
Clause 28	Leave without pay		

32. Termination of employment

32.1. Notice of termination and payment in lieu of notice is provided for in the NES. This clause contains entitlements and requirements that are ancillary or supplementary to the NES.

32.2. Notice of termination by an employee or the employer

The notice of termination required to be given by an employee is the same as that required of the Employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the Employer may withhold any monies due to the employee on termination under this Agreement or the NES, an amount not exceeding the amount the employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the employee.

Period of continuous service	Period of notice
Less than 1 year	1 week
1 year but less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years and over	4 weeks

32.3. Job search entitlement

Where the Employer has given notice of termination to an employee, an employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the Employer.

32.4. Statement of service

The Employer will, if requested by an employee whose employment has been terminated, give the employee a written statement specifying the period of their employment and the classification or the type of work performed.

32.5. Summary dismissal

The Employer reserves its right to summarily dismiss an employee for serious misconduct. In such a circumstance an employee will only be paid up to the date of dismissal.

33. Redundancy

33.1. Redundancy pay is provided for in the NES. This clause contains entitlements and requirements that are ancillary or supplementary to the NES.

- 33.2. Subject to 33.3, the amount of any relevant redundancy pay equals the total amount payable to the employee for the redundancy pay period worked out using the following table at the employee's base rate of pay for their ordinary hours of work:

Period of continuous service	Period of notice
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years	16 weeks

- 33.3. An employee who is 45 years of age or older at the date on which their employment is terminated for reasons of redundancy will be entitled to 4 weeks redundancy pay in addition to the applicable redundancy pay.

33.4. 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 instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

33.5. Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the redundancy pay they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

33.6. Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the Employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 32.3 above.

PART 7 - OTHER MATTERS

34. Natural disasters

- 34.1. Where flooding, earth quake and bush fires occur, or are imminent, employees shall be allowed to leave work to care for their families or property where there is a genuine risk.
- 34.2. With the approval of the Employer, an employee is to receive up to 2 days paid leave if there is a reasonable and justified reason that an employee is unable to attend work due to a natural disaster.

35. Moving house

- 35.1. An employee is entitled to two days paid leave from work for the purpose of moving house.
- 35.2. Moving house leave can be accessed each year, from the employee's commencement of employment.
- 35.3. The employee will notify payroll and provide evidence of the updated address prior to accessing the leave.
- 35.4. Moving house leave does not accrue year upon year.

36. Commitment to a purchasing leave policy

- 36.1. The Employer will, within 6 months of the commencement of this Agreement, implement a policy which will allow for employees to purchase additional leave. Prior to the implementation of this policy, the Employer will consult with employees about the framework of this policy.

37. Accident compensation make up payments

- 37.1. Accident make up pay means payment of an amount being the difference between the fortnightly compensation paid to the employee pursuant to the relevant State accident compensation law and the ordinary weekly rate of pay for the employee's classification under this Agreement.
- 37.2. The Employer will pay to the employee accident make up pay where the employee is absent from work and in receipt of fortnightly compensation for a work related illness or injury of which the Employer is held liable under the relevant accident compensation laws of the State in which they are employed.
- 37.3. The Employer will pay the accident make up pay to the employee whilst the employee is absent from work and unfit to resume their pre-injury duties for a maximum of 39 weeks from the date of the injury or illness.
- 37.4. At the Employer's discretion, the accident make up pay to the employee may be paid progressively or in a lump sum at the conclusion of the 39 weeks or upon return to work, whichever is the sooner.
- 37.5. Subject to sub-clause 37.6 the obligation to pay accident make up pay pursuant to sub-clause 37.3 is not affected by the termination of the employee's employment during the period of the employee's incapacity.
- 37.6. In the event that the employee receives a lump sum in redemption of fortnightly payments of compensation pursuant to the relevant State accident compensation

laws the liability of the Employer to pay accident make up pay shall cease from the date of the redemption.

38. No extra claims

- 38.1. This Agreement comprehensively covers the terms and conditions of employment of the employees. No extra claims in respect of any employment matter will be pursued during the period of this Agreement.
- 38.2. Any adjustment to minimum wages in modern awards that would otherwise apply to employees under the Agreement will be absorbed into the total employee salary for the period of operation of the Agreement.

Signatories

This Agreement is made under the *Fair Work Act 2009* (Cth):

SIGNED by NEAMI NATIONAL

22 October 2015

Date



Signature of authorised representative

Arthur Papakotsias

Full Name (please print)

Chief Executive Officer

Title

247-249 Rosanna Road, Rosanna VIC 3084

SIGNED by the AUSTRALIAN SERVICES UNION

Date

Signature of authorised representative

Full Name (please print)

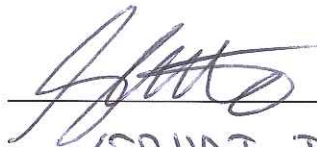
Title

Address

SIGNED by

22/10/2015

Date



SERHAT TURUT

Full Name (please print)

RESEARCH OFFICER

Employee Bargaining representative

247 ROSANNA ROAD ROSANNA VIC

Address

3084

SCHEDULE A - RATES OF PAY

Table 1 – Pay rates at commencement of Agreement

2015 - 16																	
Rates at commencement of Agreement.																	
	Level	Annual adjustment %	Annual ERO adjustment %	Total Annual \$ increase	Band 1 Total	Annual adjustment %	Annual ERO adjustment %	Total Annual \$ increase	Band 2 Total	Annual adjustment %	Annual ERO adjustment %	Total Annual \$ increase	Band 3 Total	Annual adjustment %	Annual ERO adjustment %	Total Annual \$ increase	Band 4 Total
Consumer Service Delivery	1	3%	0%	\$ 1,454	49,911	3%	0%	\$ 1,491	51,190	3%	0%	\$ 1,529	52,504	3%	0%	\$ 1,560	53,554
	2	3%	0.1%	\$ 1,612	53,627	3%	0.1%	\$ 1,675	55,706	3%	0.1%	\$ 1,737	57,764	3%	0.1%	\$ 1,772	58,919
	3	3%	0.3758%	\$ 1,929	59,078	3%	0.3758%	\$ 1,977	60,549	3%	0.3758%	\$ 2,019	61,831	3%	0.3758%	\$ 2,080	63,686
	4	3%	1.4%	\$ 2,728	64,724	3%	1.4%	\$ 2,832	67,205	3%	1.4%	\$ 2,937	69,682				
	5	3%	0.1%	\$ 2,190	72,841	3%	0.1%	\$ 2,328	77,416	3%	0.1%	\$ 2,427	80,714				
Corporate Support Services	1	3%	0%	\$ 1,212	41,621	3%	0%	\$ 1,291	44,309	3%	0%	\$ 1,331	45,694	3%	0.0000%	\$ 1,358	46,608
	2	3%	0.0275%	\$ 1,430	48,663	3%	0.0275%	\$ 1,493	50,813	3%	0.0275%	\$ 1,552	52,829	3%	0.0275%	\$ 1,583	53,886
	3	3%	0.5304%	\$ 1,948	57,139	3%	0.5304%	\$ 2,022	59,302	3%	0.5304%	\$ 2,091	61,328	3%	0.5304%	\$ 2,154	63,168
	4	3%	0.3115%	\$ 2,178	67,938	3%	0.3115%	\$ 2,264	70,634	3%	0.3115%	\$ 2,350	73,329				
	5	3%	0.1%	\$ 2,313	76,941	3%	0.1%	\$ 2,427	80,714								

Table 2 – Pay rates as at 1 July 2016

2016 - 17																	
Rates commence July 1, 2016																	
	Level	Annual adjustment %	Annual ERO adjustment %	Total Annual \$ increase	Band 1 Total	Annual adjustment %	Annual ERO adjustment %	Total Annual \$ increase	Band 2 Total	Annual adjustment %	Annual ERO adjustment %	Total Annual \$ increase	Band 3 Total	Annual adjustment %	Annual ERO adjustment %	Total Annual \$ increase	Band 4 Total
Consumer Service Delivery	1	3%	0%	\$ 1,497	51,408	3%	0%	\$ 1,536	52,726	3%	0%	\$ 1,575	54,079	3%	0%	\$ 1,607	55,161
	2	3%	0.2%	\$ 1,716	55,344	3%	0.2%	\$ 1,783	57,489	3%	0.2%	\$ 1,848	59,612	3%	0.2%	\$ 1,885	60,805
	3	3%	0.7413%	\$ 2,210	61,289	3%	0.7413%	\$ 2,265	62,815	3%	0.7413%	\$ 2,313	64,144	3%	0.7413%	\$ 2,383	66,069
	4	3%	1.7115%	\$ 3,049	67,773	3%	1.7115%	\$ 3,166	70,372	3%	1.7115%	\$ 3,283	72,965				
	5	3%	0.6367%	\$ 2,649	75,490	3%	0.6367%	\$ 2,815	80,231	3%	0.6367%	\$ 2,935	83,649				
Corporate Support Services	1	3%	0%	\$ 1,249	42,870	3%	0%	\$ 1,329	45,638	3%	0%	\$ 1,371	47,065	3%	0.0000%	\$ 1,398	48,006
	2	3%	0.055%	\$ 1,487	50,150	3%	0.055%	\$ 1,552	52,366	3%	0.055%	\$ 1,614	54,443	3%	0.055%	\$ 1,646	55,532
	3	3%	1.0608%	\$ 2,320	59,460	3%	1.0608%	\$ 2,408	61,710	3%	1.0608%	\$ 2,490	63,819	3%	1.0608%	\$ 2,565	65,733
	4	3%	0.623%	\$ 2,461	70,399	3%	0.623%	\$ 2,559	73,193	3%	0.623%	\$ 2,657	75,986				
	5	3%	0.6367%	\$ 2,798	79,740	3%	0.6367%	\$ 2,935	83,649								

Table 3 – Pay rates as at 1 July 2017

2017 - 18																	
Rates commence July 1, 2017																	
	Level	Annual adjustment %	Annual ERO adjustment %	Total Annual \$ increase	Band 1 Total	Annual adjustment %	Annual ERO adjustment %	Total Annual \$ increase	Band 2 Total	Annual adjustment %	Annual ERO adjustment %	Total Annual \$ increase	Band 3 Total	Annual adjustment %	Annual ERO adjustment %	Total Annual \$ increase	Band 4 Total
Consumer Service Delivery	1	3%	0%	\$ 1,542	52,950	3%	0%	\$ 1,582	54,307	3%	0%	\$ 1,622	55,702	3%	0%	\$ 1,655	56,816
	2	3%	0.3%	\$ 1,826	57,170	3%	0.3%	\$ 1,897	59,386	3%	0.3%	\$ 1,967	61,579	3%	0.3%	\$ 2,007	62,811
	3	3%	1.1069%	\$ 2,517	63,806	3%	1.1069%	\$ 2,580	65,394	3%	1.1069%	\$ 2,634	66,779	3%	1.1069%	\$ 2,713	68,782
	4	3%	2.023%	\$ 3,404	71,178	3%	2.023%	\$ 3,535	73,907	3%	2.023%	\$ 3,665	76,630				
	5	3%	1.1733%	\$ 3,150	78,641	3%	1.1733%	\$ 3,348	83,579	3%	1.1733%	\$ 3,491	87,140				
Corporate Support Services	1	3%	0%	\$ 1,286	44,156	3%	0%	\$ 1,369	47,007	3%	0%	\$ 1,412	48,477	3%	0%	\$ 1,440	49,446
	2	3%	0.0825%	\$ 1,546	51,695	3%	0.0825%	\$ 1,614	53,980	3%	0.0825%	\$ 1,678	56,122	3%	0.0825%	\$ 1,712	57,244
	3	3%	1.5912%	\$ 2,730	62,190	3%	1.5912%	\$ 2,833	64,544	3%	1.5912%	\$ 2,930	66,749	3%	1.5912%	\$ 3,018	68,751
	4	3%	0.9345%	\$ 2,770	73,169	3%	0.9345%	\$ 2,880	76,073	3%	0.9345%	\$ 2,990	78,976				
	5	3%	1.1733%	\$ 3,328	83,067	3%	1.1733%	\$ 3,491	87,140								

