

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/296

TITLE: **Hunter Community Legal Centre Enterprise Bargaining Agreement 2005**

I.R.C. NO: IRC5/4657

DATE APPROVED/COMMENCEMENT: 23 September 2005 / 1 January 2005

TERM: 12

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 4 November 2005

DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Hunter Community Legal Centre, who fall within the coverage of the Social and Community Services Employees (State) Award.

PARTIES: Hunter Community Legal Centre Inc -&- the Australian Services Union of N.S.W.

HUNTER COMMUNITY LEGAL CENTRE ENTERPRISE BARGAINING AGREEMENT 2005

PART 1

OPERATION OF THE AGREEMENT

- A. Coverage and Title
- B. Parties bound
- C. Purpose interpretation and definitions

PART 2

ENGAGEMENT OF WORKERS

- D. Conditions of employment
- E. Subsidised employment schemes

PART 3

HOURS OF WORK

- F. Hours of work
- G. Overtime and absences on time-in-lieu
- H. Home based work

PART 4

CLASSIFICATIONS, TRAINING, WAGES AND SUPERANNUATION

- I. Rates of pay
- J. Payment of wages
- K. Staff appraisal and development
- L. Staff training and development
- M. Superannuation

PART 5

ALLOWANCES AND AMENITIES

- N. Travelling, motor vehicle and other allowances
- O. Access to the workplace for children
- P. Occupational Health and Safety
- Q. Practising Certificates and Professional Accreditation
- R. Vicarious Liability

PART 6

LEAVE

- S. Leave to count as service
- T. Sick Leave
- U. Carers leave
- V. Additional sick leave relating to chronic or serious illness
- W. Workers Compensation make-up pay
- X. Recreation leave

- Y. Leave During Christmas Closure
- Z. Leave without pay (LWOP)
- A1. Long service leave
- B1. Parenting leave
- C1. Bereavement leave
- D1. Religious/Traditional Law leave
- E1. Study Leave
- F1. Sabbatical leave
- G1. Trade Union training leave
- H1. Annual Leave

PART 7

GRIEVANCE, COUNSELLING AND DISCIPLINARY PROCEDURES, TERMINATION, INTRODUCTION OF CHANGE, AND REDUNDANCY

- I1. Redundancy and the Introduction of change
- J1. Union Membership
- K1. Right of entry for ASU organisers and Elected Officials

PART 1

OPERATION OF AGREEMENT

- A. Coverage and Title
 - (1) This agreement shall be known as the Hunter Community Legal Centre Enterprise Agreement 2005 and shall remain in force for a period of 12 months beginning 1st January 2005
 - (2) This agreement governs the terms and conditions of employment of all employees employed by the Management Committee of the Hunter Community Legal Centre. This agreement shall be read in conjunction with the Social and Community Services State Award 2001 (the Award), provided that where there are any inconsistencies this agreement will prevail to the extent of the inconsistency. Provided further, that , where this agreement is silent on any industrial issue the award shall apply
 - (3) Provided further that, should any changes occur to the Award during the life of this agreement, which result in conditions superior to those contained in this agreement the parties agree to vary the agreement to extent of these changes.
 - (4) The employer and the ASU agree that during the life of the agreement and its renegotiation of this will remain the only agreement regulating the wages and conditions of its employees. Consequently the employer agrees that individual employment agreements will not be offered to any employee during the life of this agreement.
- B. Parties bound
 - (1) This agreement will apply to:
 - (a) Hunter Community Legal Centre
 - (b) All employees
 - (c) The Australian Services Union of NSW and ACT (Services) Branch (the ASU)
- C. Purpose, interpretation and definitions

- (1) This agreement applies to a Community Legal Centre which encourages co-operative work practices between workers and between workers and the management committee. Hunter Community Legal Centre is committed to providing free, independent legal assistance to the public, and works towards reform of the law and the legal system.
- (2) This agreement has been written based on full time working hours. Part time workers are entitled to all benefits on a pro rata basis.

PART 2

ENGAGEMENT OF WORKERS

D. Conditions of employment

- (1) Prior to commencing employment the centre will give each new worker a letter of appointment setting out:
 - (a) the employee's job description and position title
 - (b) the employee's regular or set hours of work
 - (c) the employee's pay rate under the Agreement
 - (d) the employee's employment status (i.e. permanent, casual, fixed term or under a subsidised employment scheme)

E. Subsidised Employment Schemes

- (1) Employees employed by the Centre under a government-sponsored employment scheme will be employed in accordance with the requirements of the particular scheme. Wages of any trainee to be made up to commensurate level.

PART 3

HOURS OF WORK

F. Hours of Work

- (1) For the purposes of this Agreement the ordinary full time working hours is 70 hours per fortnight based on a 35 hour week, Monday to Friday.
- (2) The standard hours for start and finish of work will be set out in the employee's letter of appointment, however generally all employees are expected to work an average of 7 hours per day between the hours of 9am and 5pm with one hour off for lunch without pay.
- (3) When an employee travels from home to reach a different work location, all travelling time from the place of residence shall be paid at the appropriate rate of pay contained in this agreement.
- (4) No employee will be required to work in excess of 4 hours without a meal break.
- (5) A meal break of 1 hour shall be observed between the hours of 12 noon and 2pm during each shift of work. Provided that where an employee works permanent part time hours of 5 hours or less they will not be required to observe the meal break.
- (6) Employees may take morning and afternoon tea breaks of 10 minutes on paid time.

G. Overtime and absences on time-in-lieu

- (1) All overtime shall be paid at double time

- (2) Employees may accrue up to 5 days time-in-lieu before being required to take such leave.
- (3) Provided that where the employer fails to allow the employee to take accrued time in lieu within a period of 6 months all time in lieu will be payable at the overtime rates, at that time or on termination of employment.
- (4) All time in lieu accrues indefinitely

H. Home based work

- (1) With the prior agreement of the Centre an employee may for an agreed period perform part of their duties at home.
- (2) An agreement for an employee to perform duties at home must set out:
 - (a) the days and hours of work, and the range of duties, to be performed at the Centre’s premises and at the home based work site, provided that duties are performed at the Centre’s premises at least one day a week;
 - (b) the equipment, materials and facilities to be provided by the Centre and any agreement as to ownership of these;
 - (c) the equipment, materials and facilities to be provided by the employee and any agreement as to the Centre’s contribution to the cost of providing or maintaining these;
 - (d) an initial trial of no more than 3 months;
 - (e) the duration of the arrangement and the date of renewal and further review;
 - (f) the Centre’s statutory obligations for ensuring the health and safety of the employee while undertaking home based work and the employer’s obligation to maintain appropriate and
 - (g) relevant levels of insurance;
 - (h) the employee’s ability to terminate the arrangement with suitable notice, to be judged in all the circumstance;
 - (i) the right of the Centre, Workcover and other nominated persons or organisations to inspect the employee’s home based work site, and limits to that right;
 - (j) the methods of communicating to the employee all decisions or developments within the Centre or other information which is relevant to the employee; and
 - (k) any other relevant matter

PART 4

CLASSIFICATIONS, TRAINING, WAGES AND SUPERANNUATION

I. Rates of Pay

Hunter Community Legal Centre Inc.

Co ordinator	\$29.66 per hour	\$53992
Principal Legal Officer	\$29.66 per hour	\$53992
Solicitor F/time	\$27.85 per hour	\$50701
Solicitor P/time	\$27.67 per hour	\$40287

Information & Referral Officer	\$24.64 per hour	\$44844
Youth Court Support Worker	\$27.67 per hour	\$30215

See Schedule 1 for Hunter Domestic Violence Court Assistance Scheme rates of pay.

See Schedule 2 for Maitland Domestic Violence Court Assistance Scheme rate of pay.

- (1) The interview panel will have the discretion to offer new employees a salary from within the salary range. The panel will use the existing criteria of voluntary and paid work experience and qualifications to base their judgement on and take into account current salaries paid to existing staff with similar experience and qualifications.
- (2) Movement to the next salary point within the salary range is by automatic increment, based on 12 months service with the Centre and available funding.
- (3) The Centre will implement any National Wage Case decision to all employees' salaries. As well, in consultation with the Union, salaries will be reviewed annually by the Centre, taking into account funding allocations, any National Wage Case decision and any increases in the applicable Consumer Price Index. Salaries may also be increased if reallocations in a budget occur.
- (4) Salary Rates may be increased but not decreased. Any increase in salary rates will be deemed to be the applicable salary rate of this Agreement.

J. Payment of Wages

- (1) Wages will be paid weekly by electronic funds transfer to a bank, building society or credit union account nominated by the employee, or by other means as agreed between the Centre and the employee.
- (2) Wages will be paid in arrears on a Friday for the week ending on that Friday.
- (3) The weekly rate of salary is equivalent to the annual gross salary divided by 52.
- (4) The Centre will deduct from salary income tax required to be paid to the Australian Taxation Office and such other amounts as are authorised in writing by the employee.
- (5) Each employee will receive a pay slip on or before payday, setting out the gross and net salary, allowances paid, tax and other amounts deducted, superannuation payments and the net amount to be paid.
- (6) Upon ending employment, wages due to an employee will be paid in the next immediate pay period following resignation of employment. Provided that where an employee is terminated by the employer, the employer shall pay the employee all monies owed by close of business on that day.
- (7) All employees will have a right to salary sacrifice arrangements from the commencement of employment.

K. Staff Appraisal and Development

- (1) After 3 months employment, and at each anniversary of beginning employment, an employee will undergo an appraisal of their needs, aimed at giving the employee a forum to assess their work performance and skills, receive feedback, identify staff and development and training needs, and to set achievable goals for themselves and the Centre.

L. Staff Training and Development

- (1) The Centre is committed to ensuring that employees maintain and develop their skills and knowledge, particularly through access to training. The Centre regards training and staff development as being inherent in an employee's employment.
- (2) The centre will encourage employees to undertake training, and the performance appraisal system will be one method of identifying training needs. Training may be to enhance an employee's skills or knowledge in relation to their current position but may also be to assist them in their career development
- (3) An employee may temporarily transfer to other duties to gain experience or undertake on-the-job training as part of an agreed staff development strategy, in accordance with the Centre internal locum policy.

M. Superannuation

- (1) Calculated from the date of appointment the Centre will contribute in respect of an employee the equivalent of 9% of gross salary to the Health Employees Superannuation Trust of Australia, unless the employee nominates another qualifying fund.
- (2) The Centre will increase contributions in line with any changes in the Commonwealth Superannuation Guarantee Scheme.
- (3) The centre agrees to pay the amount defined in (1) above to all employees over 70 years of age.

PART 5

ALLOWANCES AND AMENITIES

N. Travelling, motor vehicle and other allowances

- (1) If an employee is required by the centre to use their own vehicle for work they are entitled to a vehicle allowance at the rate set out in table 1.
- (2) If an employee is required by the Centre to use their own vehicle for work and has an accident the Centre will cover the cost of any insurance excess or, where an employee's own vehicle is damaged in the accident and they do not have the relevant insurance coverage, the centre will meet the cost of repairs up to the maximum amount set out in table 1.
- (3) Notwithstanding clause (i) and (ii) of this section, the centre agrees to indemnify all employees for any loss or damage whether by Tort or otherwise arising out of a third party motor vehicle claim.
- (4) Clauses (1) (2) and (3) applies only to employees with registered vehicles and employees with a current drivers licence.
- (5) The Centre will reimburse all reasonable expenses, including telephone calls incurred by an employee in the course of carrying out their work, provided that proof of expenses is provided. The Centre will meet the cost of a taxi or other secure transport from work to home where an employee is required to finish work after 9pm in Daylight saving time and 7 pm at all other times-and the employee's usual means of transport is not a safe alternative.
- (6) An employee required to stay away from home overnight due to work commitments will be entitled to an accommodation allowance equal to the NSW public sector overnight allowance or \$170 per night which ever is the greater. This will be full compensation for all accommodation and meals.
- (7) An employee who performs work outside their normal hours of work, at the express direction of the management committee, is entitled to reimbursement of child care costs.

O. Access to the workplace for children

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

P. Occupational Health and Safety

- (1) Workers will not use a keyboard for a continuous period longer than 60 minutes without taking a 10 minute break, nor for more than 4 hours in total in a day.
- (2) The parties to this agreement commit to establishing agreed' Occupational Health and Safety arrangements at the workplace within 7 days of signing this agreement-including all necessary training for nominated representatives.

Q. Practicing Certificates and Professional Accreditation

- 1) The Centre will meet the cost of any practicing certificate or other professional fees or accreditation an employee requires to fulfil the duties of their position.
- 2) Should an employee terminate their employment within 3 months of the Centre paying the cost of their certificate, fees or other accreditation then the Centre and the employee will negotiate the Centre being reimbursed for these expenses.
- 3) Where it is relevant to the employee's position, the entitlement to payment under this clause, including possible liability to reimbursement, will be set out in the employee's letter of appointment.

R. Vicarious Liability

- (1) The Centre will be responsible in accordance with the *Employees' Liability (Indemnification of Employer) Act 1982*, (*Employment Liability Act 1991*) to indemnify workers against any civil liability arising out of the course or employees' employment.
- (2) In the case of the Principal Solicitor the centre agrees to indemnify the Principal Solicitor and his or her agents against any claim or part there of any claim not covered by the PII insurance.

PART 6

LEAVE

S. Leave to count as service

- (1) Unless it is stated in this agreement to the contrary, all leave counts as service.
- (2) Unless it is stated in this agreement to the contrary, in exceptional circumstances and where it is fair and equitable to do so, the centre may grant an employee additional periods of any leave under this Agreement.
- (3) All Annual entitlements are to be in accordance with the Award, except that staff may accrue annual leave entitlements indefinitely, provided that no employee covered by this agreement can be forced to take any accrued leave of 3 years or less.

T. Sick leave

- (1) An employee is entitled to 15 days (105 hours equivalent) paid sick leave in each year of service, with any unused credit being carried over to accumulate with the following years' credits up to a limit of 60 days (420 hours). Any unused credit at the end of employment will not be paid out.

- (2) An employee should make all reasonable efforts to give the Centre early notice of their absence from work.
- (3) Illness shall include stress and mental ill health.

U. Carers leave

- (1) An employee is entitled to 5 days (35 hours) paid carers leave in each year of service (non-cumulative).
- (2) Carers leave may be used when an employee needs to attend to or care for a person with whom the employee has a bona fide domestic or familial relationship or other significant bond.
- (3) An employee should make all reasonable efforts to give the Centre early notice of their absence from work
- (4) Where an employee would have been entitled to carers leave but for being absent on time in lieu, carers leave will be paid for the relevant period and the equivalent period of time in lieu will be recredited
- (5) The employee shall, if required, establish wither by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take care's leave under this clause where another person has taken leave to care for the same person.
- (6) The entitlement to use sick leave in accordance with this clause is subject to:

The employee being responsible for the care of support of the person concerned; and

- (a) The person concerned being:
- (b) spouse of the employee; or
- (c) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (d) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (e) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis or;
- (f) 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 spouse because of marriage has to blood relatives of the other;

and

'Household' means a family group living in the same domestic dwelling.
- (g) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the

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

- (h) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person.

V. Additional sick leave relating to chronic or serious illness

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

W. Workers compensation make-up pay

- (1) Where an employee is receiving workers compensation payments arising out of the employee's employment with the Centre, and those payments are less than the employee's ordinary weekly earnings, the Centre will make up the difference by additional payments to the employee.
- (2) The employee may elect to use their sick leave credits to make up the shortfall in workers compensation payments if and when payments by the Centre will make up the difference by additional payments by the Centre under this clause have ceased.
- (3) Payments under subclause (i) will continue for a total number of weeks, over one or more separate periods in respect of the one injury,
 - (a) For 26 weeks/910 hours or more by negotiation with the Centre
- (4) The Centre's liability under subclause (1) arises at the date of injury and the Centre remains liable for these payments even where the employee's employment has been terminated for any reason.
- (5) The liability of the Centre to pay make up payments under this clause is limited to a period of incapacity which occurs after this agreement and where that incapacity relates to an injury received within 6 months prior to the date of this Agreement.

X. Recreation leave

- (1) The Centre agrees to grant all employees paid days off for:
 - Indigenous Australian workers are entitled to NAIDOC Day as an additional public holiday.
 - Labour Day
 - Newcastle Show Day
 - 1 Day in lieu of Union Picnic day

Y. Leave during Christmas closure

- (1) The Centre closes over the Christmas period for a period of 10 working days plus the public holidays of Christmas Day, Boxing Day and New Years Day. Employees will receive their ordinary weekly pay for this time.
- (2) This period of leave is in consideration of work performed as overtime.
- (3) This leave is not recreation leave and cannot be deferred or accrued or paid out on termination.

Z. Leave without pay (LWOP)

- (1) The Centre may grant a worker leave without pay for any purpose.
- (2) Leave without pay in a block of more than 5 days does not count as service, for purposes of leave entitlements under this agreement. However it does not break continuity of service.
- (3) No request for LWOP will be denied unreasonably

A1 Long Service Leave

- (1) Employees are entitled to and accrue paid long service leave in accordance with the *Long Service Leave Act 1955 (NSW)*, except employees may take paid leave after 5 years service on the basis of:
 - a) 6 weeks leave at 5 years service;
 - b) pro rata up to 12 weeks at 10 years service; and
 - c) pro rata for years of service over 10 years service.
- (2) Accrued long service leave credits will be paid out on termination of employment, including resignation or retirement, after 5 years service, except where termination was by summary dismissal. However, where any time after 12 months service an employee resigns due to ill-health, supported by an appropriate medical evidence, or terminated on the grounds of invalidity, accrued long service leave credits will be paid out.

B1 Parenting Leave

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

Maternity Leave

- (a) A female employee taking leave for the birth of a child will be entitled to 12 weeks paid leave and the balance unpaid, including 6 weeks compulsory leave immediately following birth with all periods of leave to be completed within 2 years of the child's birth.
- (b) The entitlement to paid leave may also be used for any absences due to pregnancy, miscarriage, still birth or termination.
- (c) At least 10 weeks prior to the presumed date of confinement the employee will also give the Centre at least 4 weeks written notice of the proposed start or parenting leave and of the intended duration of the leave.

Adoption Leave

- (a) An employee taking leave to adopt a child is entitled to 12 weeks paid leave and the balance unpaid, if they are to be the primary carer of the child, with all periods of leave to be taken within two years after adoption.
- (b) In this clause a child refers to a person under the age of 16 years who has not previously lived continuously with the employee for at least 6 months or who is not a stepchild of the employee or their partner.
- (c) As promptly as possible following the employee receiving the relevant government approval to adopt, the employee will advise the Centre of this approval. Either at the same time or as soon as is reasonable

having regard to the circumstances of the adoption, the employee will advise the Centre of the intended period of parenting leave to be taken.

- (d) Employees wishing to attend interviews, workshops, court attendances, medical examinations or other necessary matters for the purpose of adopting a child are entitled to up to 2 days unpaid special adoption leave.

Leave for partners

- (a) An employee whose partner has either adopted or given birth to a child is entitled to 9 weeks paid leave and the balance unpaid if they are to become the primary carer of the child and their partner:

is employed and entitled to 3 weeks or less paid parenting/maternity leave; and
is returning to work within 6 weeks of the child being born or being adopted.

- (b) An employee with less than 12 months service is entitled to paid and unpaid parental leave on a pro rata basis
- (c) An employee may elect to convert a period of paid leave to half pay over double the period.
- (d) A female employee may not be directed to carry out any work that may endanger her pregnancy
- (e) An employee may, by giving 4 weeks written notice, return to work before the scheduled end of their parental leave
- (f) Employees are also entitled to the maternity, paternity and adoption leave provisions of the *NSW Industrial Relations Act 1996*, as amended.
- (g) Upon returning from parenting leave an employee is entitled to:

Work part time in the same position they held prior to taking parenting leave or, if this is not reasonably practical, in another position of similar duties and status, at hours and days agreed with the Centre and for an agreed period; or

Return to their previous position at the pre-leave hours and conditions of employment

C1. Bereavement Leave

- (1) An employee may take up to a maximum of 10 days paid leave on each occasion (non-cumulative) in the event of the death of a person with whom the employee has a bona fide domestic or familial relationship, or other significant bond.

D1 Religious/Traditional Law Leave

- (1) An employee may take in each year 2 days paid leave (non-cumulative) for religious or traditional law days.

E1 Study Leave

- (1) A worker is entitled to 4 hours paid leave per week to attend courses approved by the Centre. Study Leave may be accrued throughout the year to be taken prior to exams or other forms of assessment, as a block of no more than 10 days.
- (2) An employee is entitled to paid leave to attend exams in courses approved by the Centre.
- (3) These provisions are to be read in association with the Centre's Study Leave Policy.

F1 Sabbatical Leave

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

G1 Trade union training leave

- (1) An employee is entitled to take up to 5 days paid leave (non-cumulative) every two years to attend courses run by the Union or the Trade Union Training Authority.

H1 Annual Leave

- (1) An employee is entitled to 4 weeks paid annual leave with loading in accordance with the award.

PART 7

GRIEVANCE, COUNSELLING AND DISCIPLINARY PROCEDURES, TERMINATION INTRODUCTION OF CHANGE, AND REDUNDANCY

I1 Redundancy and the Introduction of change

- (1) The Centre will notify and fully consult its employees and the Union in advance of any change, for example, in funding, budget allocation, technology, work practices, policy or work structure, that has the potential for significant effects on the employment status, classification, job responsibilities, retraining needs, job opportunities, tenure, hours of work or location of work of any employee. The Centre will make all efforts to avert or minimise disadvantage to individual employees.
- (2) In accordance with these principles, the Centre will not take any pre-emptive action until consultation with staff and/or the Union have been exhausted.

Where the Centre, following consultation in accordance with this agreement decides that a specific employee's:

employment must be terminated through redundancy
hours of work must be reduced
classification and/or salary must be reduced,

the Centre will immediately notify in writing the Union and the employee affected. The Centre will enter into consultations with the Union and/or employee and demonstrate that there is no reasonable alternative to the proposed action and that other options have been canvassed. The Centre will make all attempts to secure employment for the affected employee at another community legal centre.

- (3) Prior to giving notice to a specific employee of termination or reduction of hours under this agreement, the Centre will invite expressions of interest from other employees to reduce their hours or to take voluntary redundancy in substitution to the specified employee.
- (4) The Centre must seriously consider any such expression of interest from another employee and will not unreasonably refuse the offer where the substitution will not materially affect the Centre's operations, having regard to the skills, experience and retraining opportunities of both employees.

- (5) An employee who volunteers under this subclause is entitled to all the periods of notice, payments under Table 2 and other conditions under this Agreement.
- (6) An employee is entitled to at least 8 weeks written notice before the Centre implements a decision referred to in this section, or implements a decision to significantly alter an employee's job responsibilities (where that change does not also involve a reduction in salary). Employees being terminated for "technological" reasons will be given 3 months notice.
- (7) An employee who is subject to a decision at subclause (ii) is entitled to severance pay or salary maintenance, whichever is appropriate, for the periods set out in table 2, in addition to the 8 week notice period under this agreement.
- (8) Fixed term employees who have been employed for at least 12 months at the time of the decision to terminate employment are entitled to the full severance pay and notice period. Fixed term employees of less than 12 months employment are entitled to pro rata notice and severance pay.
- (9) However, the combined period of notice and severance pay to a fixed term employee will be reduced by the period it exceeds the end of the fixed term employee's contracted employment.

An employee who was made redundant within the last 12 months will be given preference in employment to any advertised vacancy where they and another applicant are otherwise of equal merit.

- (10) Within 12 months of the redundancy occurring the centre will make every effort to notify that employee of any available position within the Centre which is the same or of similar work.

An employee may terminate their employment before the end of the 8 week notice period under this clause. The worker will still receive the severance pay or salary maintenance payments, but will not be paid out the remainder of the notice period.

- (11) During the 8 week notice period under this clause an employee is entitled to one day per week on paid time to seek alternative employment.
- (12) When a decision is made to terminate an employee's employment, the Centre will notify the local office of Centrelink (or its statutory successor) as soon as possible, giving relevant information including the number of employees affected, the timeframe involved and the nature of the work performed by the employees affected.
- (13) The Centre may, in respect of a specific termination under this clause, apply to the NSW Industrial Relations Commission to reduce the severance payments at Table 2 on the basis of financial incapacity to pay. The Centre may not make such an application in respect of an employee who elects to take voluntary redundancy.

J1 Union Membership

- (1) The Centre supports the role of the Union in representing employees and will encourage all existing and new employees to be members of the Union, and will provide all new employees with a membership application form.
- (2) The Centre will not obstruct legitimate union activity by employees or a union official, will allow a reasonable time for union activities on paid time, including Union conferences or representative committees, and will not disadvantage or victimise workers involved in legitimate industrial action.
- (3) The Centre will not refuse an employee access to payroll deductions to the Union. All ASU delegates and ASU elected officials will be afforded any necessary time during work hours to attend to union business. In the case of an elected official of the Centre agrees to grant the official all necessary time during work time to attend to the duties of the office the official holds.

K1 Right of Entry for ASU Organisers and Officials

- (1) Right of entry will be granted to any official or industrial officer of the ASU ant any time a member is working at the workplace. At no time will the employer impinge or restrict the official access.

Table 1 - Miscellaneous allowances and payments

Motor vehicle allowance	
(a) 1600cc or less; or 800cc or less rotary engine	48.1 cents per kilometre
(b) 1600cc to 2 litre; or 800cc to 1 litre rotary engine	54.5 cents per kilometre
(c) 2 to 3 litre; or 1 to 1.5 litre rotary engine	56.2 cents per kilometre
(d) over 3 litres; or over 1.5 litre rotary engine	58.8 cents per kilometre
Maximum motor vehicle accident indemnity	\$300

Table 2 - Redundancy and invalidity period of notice

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

SCHEDULE 1

Hunter Domestic Violence Court Assistance Scheme rates of pay

JOB DESCRIPTION	YEAR	PER ANNUM \$	HOURLY \$
COURT SUPPORT WORKER	Year One	41,119	22.53
	Year Two	42,224	23.20
	Year Three	43,591	23.88
	Year Four	44,827	24.56
ASSISTANT COORDINATOR	Year One	46,063	25.24
	Year Two	48,123	26.37
COORDINATOR	Year One	52,243	28.63
	Year Two	55,333	30.32

SCHEDULE 2

Maitland Domestic Violence Court Assistance Scheme rate of pay

JOB DESCRIPTION	PER ANNUM	HOURLY \$
COORDINATOR	33,146.00	27.65