

NORTHCOTT ENTERPRISE AGREEMENT 2009 - 2011

PART A

Arrangement and Operative Clauses

PART B

Table 1 – Classifications and Salary Ranges

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PART A

1 Title

This agreement shall be referred to as the Northcott Enterprise Agreement 2009 – 2011.

2 Parties

This Agreement shall be binding upon all employees of Northcott in the classifications as set out in Part B, table 1.

3 Definitions

“FWA” means Fair Work Australia

“Employer” means The Northcott Society ACN 000 022 971, trading as Northcott.

“Shift Worker” means an employee rostered to work shifts as part of a 24-hour cycle across a seven-day week.

“Trainee” means an employee who is engaged by the employer under an approved traineeship program. This classification shall not include employees who are indentured as apprentices.

“Pay Period” A pay period is a period of 14 days which commences on Thursday and concludes on Wednesday.

“Union” means the union nominated by an employee to act as their bargaining agent for the period of this agreement.

“Ordinary Pay” means base rate of pay with no allowances

“Community Services Worker” means an employee appointed as such, who possesses a qualification acceptable to the employer and who provides direct support, or supervision of people who provide direct support to clients of the employer in services operated by the employer for that purpose. This may include but is not limited to: Residential Support Worker, Support Worker, Flexible Respite Worker, Living Skills Educator, Recreation Worker, Residential Coordinator, Service Coordinator, Case Managers, Community Workers, and Employment Advisors.

“Allied Health Professional” means an employee appointed as such, to provide social work, or therapy services on behalf of the employer. The employee will possess a qualification which makes them eligible for membership of the relevant professional body such as Australian Association of Social Workers. Responsibilities may include counselling, group work, assessment, advocacy, information provision, speech pathology, occupational therapy, and physiotherapy.

“Support Services” means is a group that is employed to provide general services internally to the employer. This classification is quite broad and may include but is not limited to job functions such as Administration, Finance, Reception, HR, IT and Facility Services.

4 No Disadvantage

No employee will suffer a disadvantage in rates of pay and conditions of employment arising from the implementation of this Enterprise Agreement.

5 Area, Incidence and Duration

This Agreement shall apply to all employees of Northcott and will take effect from date of ratification until 1 July, 2011. It rescinds and replaces the Northcott Collective Workplace Agreement published 2007. All terms and conditions will be backdated to the 1st July 2009.

6 Agreement Flexibility

6.1 Variation to Terms

Notwithstanding any other provision of this Agreement, an 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 those concerning:

- i. arrangements for when work is performed;
- ii. overtime rates;
- iii. penalty rates;
- iv. allowances

6.2 No Duress

The employer and the individual employee must have genuinely made the agreement without coercion or duress. A cooling off period of five (5) days will be offered to any individual employee entering into a variation of terms to ensure they do not agree to terms under coercion or duress.

The agreement between the employer and the individual employee must:

- i. be confined to a variation in the application of one or more of the terms listed in clause 6.1; and
- ii. the individual employee will be better off overall in relation to the individual employee's terms and conditions of employment.

6.3 Written Application

The agreement between the employer and the individual employee must also:

- i. 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;
- ii. state each term of this Agreement that the employer and the individual employee have agreed to vary;
- iii. detail how the application of each term has been varied by agreement between the employer and the individual employee;
- iv. detail how the agreement does not disadvantage the individual employee in relation to the individual employee's terms and conditions of employment; and
- v. state the date the agreement commences to operate.

The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.

An employer seeking to enter into an agreement 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.

6.4 Termination of Agreement Variation

The agreement to vary the terms of the Agreement may be terminated:

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 at any time, by written agreement between the employer and the individual employee.

6.5 Additional Agreement Variations

The right to make an agreement to vary the Agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this Agreement.

7 Pay Rates

Pay rates operative for employees covered by this agreement are set out in Part B, Monetary Rates.

7.1 Payment and Particulars of Salary

Wages shall be paid fortnightly. Adjustments of wages may be processed weekly.

Employees shall have their salary paid into nominated accounts within Australia. The employer shall take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than pay-day.

Where an employee's position is terminated, any monies due to him/her shall be paid on the last day of their employment or, if limited notice is given, as soon as is practicable after such termination.

On each pay-day, a statement shall be made available to an employee in respect of the payment then due. The written statement (pay advice) will contain: name, amount of ordinary salary, superannuation details and any other information required by law. Employees should contact their supervisor if they have any issues obtaining their pay advice.

Where retrospective adjustments of wages are paid to employees, such payments shall, where practical, be advised on the pay statement as a separate payment to ordinary wages

Where payment in lieu of notice is made, such payment will be paid on the last day of employment and not at the expiry of the notice period.

7.2 Pay Movements

Pay rates in Part B will be reviewed 01 July 2010.

The Employer will pass on to the Employees any increase in funding that it receives from government sources, Federal and State, which is designated clearly as an amount representing a salary component of the funding.

Such pay movement may be in addition to any increases that may arise from the employer's Performance Management program.

7.3 Superannuation

Superannuation is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, and 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 parties.

For the purposes of this Agreement, the employers default fund is Colonial First Choice. Employees who commenced prior to 1 January, 2005 and whose superannuation is contributed to SAS (State Authorities Super) will be entitled to continue to have funds contributed to SAS.

Employees can contribute to any superannuation fund nominated by the employee and approved by the employer in accordance with the Choice of Fund legislation.

7.4 Trainee Wages

Employees engaged on an approved traineeship program shall be paid the following percentages of the minimum adult wage appropriate to the job classification in which they are training:

First year of Traineeship - 70%

Second year of Traineeship - 80%

Third year of Traineeship - 90%

The employer undertakes that no employee employed under an approved traineeship shall be paid less than the rate prescribed under the National Training Wage Schedule (Modern Award) as varied from time to time.

7.5 Allowances for Shift and Weekend Work

Shift workers working afternoon or night shift Monday – Friday shall be paid the following allowances for such shifts.

- i. Afternoon shift commencing after 2.30 pm and before 10.30 pm 12.5%.

- ii. Night shift commencing after 10.30 pm and before 6.00 am 15%.

Employees whose ordinary working hours include work on a Saturday and/or Sunday shall be paid the following allowances for such shifts:

- i. Between midnight on Friday and midnight on Saturday at the rate of 50%.
- ii. Between midnight on Saturday and midnight on Sunday at the rate of 75%.

These extra allowances shall be in substitution for and not cumulative upon the shift allowances, excluding casual loading, prescribed in the preceding subclause (i) and (ii) of this clause.

7.6 Higher Duties

7.6.1 Non Shift Worker

When an employee receives a written offer to formally relieve another employee who is paid on a higher level/grade for a continuous period of ten (10) or more working days, the relieving employee shall be paid an increase of up to 10% of their current salary or package, whichever is relevant. The rate will be determined according to the level of responsibility they are expected to take. The rate increase and duration will be mutually agreed between the employer and the employee prior to commencement of the higher duties.

7.6.2 Shift Worker

A shift worker, when called upon by the employer to perform all of the duties of a classification paid at a higher scale, shall be paid on that higher scale for the time spent relieving that position.

8 Contract of Employment.

8.1 Categories of Employment.

Employees under this agreement shall be engaged either as permanent, casual or temporary employees.

8.1.1 Part-Time

A part-time employee is one who is permanently appointed by the employer to work a specified number of hours that are less than those prescribed for a full-time employee.

Part-time employees shall be paid a rate as prescribed in Table 1, Salaries, of Part B, Monetary Rates, and Allowances, with a minimum engagement of two hours.

Employees engaged on a part-time basis shall receive all terms and conditions on a pro rata basis unless these are specifically covered elsewhere in this Agreement.

8.1.2 Temporary/Maximum Term Workers

A temporary employee is one appointed as such and is employed for a predetermined maximum term or closed period.

A temporary or maximum term employee may be engaged

- i. To cover for parental leave
- ii. To complete a project or specified task
- iii. To provide temporary relief for a specified time
- iv. Due to uncertainty in funding for services

8.1.3 Casual Workers

8.1.3.1 Definition

A casual employee is one appointed as such and is engaged on an hourly basis. A casual employee may only be engaged for short term or emergency relief work.

8.1.3.2 Payment and Allowances

A casual employee shall be paid a rate as prescribed in Table 1, Salaries, of Part B, Monetary Rates, and Allowances, plus 25% with a minimum engagement of two (2) hours inclusive of training or meetings.

On completion of each shift, a casual employee shall be paid a total casual allowance of 25%.

In addition to the above provisions, casual shift workers working afternoon or night shift Monday – Friday shall be paid the following rates for such shifts.

- i. Afternoon shift commencing after 2.30 pm and before 10.30 pm 12.5%.
- ii. Night shift commencing after 10.30 pm and before 6.00 am 15%.

For week-end and public holiday work, casual employees shall receive, in lieu of all other allowances including the 25% allowance paid normally to such workers, the following rates:-

- i. 50% for work between midnight Friday and midnight Saturday.
- ii. 75% for work between midnight Saturday and midnight Sunday.
- iii. 150% for work on a public holiday.

8.1.3.3 Cancellation of Shift

If a shift is cancelled with less than four (4) hours' notice, two (2) hours pay will be compensated to the casual employee. In special and exceptional circumstances, this condition may be varied by mutual arrangement between the casual employee and the employer.

8.2 Termination of Employment

Four (4) weeks written notice of termination of employment shall be given by the employee or the employer.

If an employee fails to give four (4) weeks written notice, the employer may seek to recover four weeks payment in lieu of notice.

If the employer fails to give four (4) weeks written notice, the employee will be entitled to four weeks payment in lieu of notice.

Where the conduct of an employee justifies instant/summary dismissal, such notice of termination of employment shall not apply.

Employees may make application to the Chief Executive Officer or nominee to have the required notice of termination reduced.

8.3 Redundancy

8.3.1 Introduction to Change

Where a decision has been made by the employer that a particular job or job classification is no longer required and the position(s) will be deleted leading to termination of employment for one or more employees, the employer will hold discussions with the affected employee(s) or the employee's chosen representative.

These discussions will take place as soon as practical after the employer has made a decision and they should cover the following:

- i. Any reasons for the proposed termination(s);
- ii. Measures to avoid or minimise termination(s);
- iii. Measures to mitigate any adverse effects on the employee(s) concerned.

For the purposes of these discussions, the employer will provide, in writing, to the employee(s) concerned all relevant information about the proposed termination(s) including:

- i. The reasons for the proposed termination(s);

- ii. The number and classifications of employees likely to be affected;
- iii. The period over which the termination(s) will be carried out.

The employer is not required to disclose confidential information that would reasonably be considered to be harmful to the interests of the organisation or its clients.

8.3.2 Transfer to Lower Paid Duties

Where an employee accepts a transfer to a lower paid position, the employee shall be entitled to the same period of notice of transfer as they would have been entitled to receive if their employment had been terminated. Alternatively, the employer, at their option, may make a payment to the affected employee(s) that is equal to the difference between the former ordinary rate of pay and the new (lower) ordinary time rate for the number of weeks of notice still owing. This payment would be in lieu of notice requirements.

8.3.3 Severance Pay

In addition to the period of notice determined under clause 7.2 - Termination of Employment, an employee whose employment is terminated for reasons of redundancy shall be entitled to the following amount of severance pay in respect of continuous service with the employer:

Period of Continuous Service:	Under 45 Years of Age	Over 45 Years of Age
Less than one year	Nil	Nil
1 Year less than 2	4 Weeks	5 Weeks
2 Years less than 3	7 Weeks	8.75 Weeks
3 Years less than 4	10 Weeks	12.5 Weeks
4 Years less than 5	12 Weeks	15 Weeks
5 Years less than 6	14 Weeks	17.5 Weeks
6 Years and over	16 Weeks	20 Weeks

For the purpose of this clause, the term “week’s pay” shall mean:

Where an employee has more than one current hourly rate under the terms of his/her employment, the ordinary rate of pay shall be deemed to be the average weekly rate earned by the employee during the previous twelve months immediately prior to the termination;

Where no normal weekly number of hours is fixed for an employee’s work under the terms of his/her employment, the normal number of hours worked shall be deemed to be the average weekly number of hours worked by the employee during the previous twelve months immediately prior to termination;

For the purpose of this clause, continuous service shall be calculated as all service with the employer where there is no more than eight weeks' break between consecutive periods. Approved Leave without pay shall be counted as valid service for the purpose of this clause.

8.3.4 Employee Leaving During Notice Period

An employee whose employment is terminated for reasons of redundancy may terminate employment during the notice period and, if so, shall be entitled to the same benefits and payments under the clause as if they had remained with the employer until the expiry date of such notice. Provided that, in such circumstances, the employee shall not be entitled to payment in lieu of notice.

8.3.5 Alternative Employment

In the situation where the employer has been able to obtain suitable alternative employment for an employee, severance pay will not be payable.

8.3.6 Time Off During Notice Period

During the period of notice of termination given by the employer, the employee shall 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.

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 shall, at the request of the employer, be required to produce proof of attendance at interview or he/she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

8.3.7 Employees Exempted

Redundancy terms and conditions shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, or in the case of casual or temporary employees engaged for a specific period of time or for a specified task or tasks.

8.3.8 Transmission of Business

In the event that the employer transmits any part of the business to another employer, an employee who was employed at the time of the transmission shall be deemed to have continuous service, i.e. service shall not be deemed to have been broken due to the transmission.

The period of employment that the employee has had with the employer will be deemed to be in the service of the new employer.

In this subclause, transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

8.3.9 Incapacity to Pay

An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied on the basis of the employer's incapacity to pay.

8.3.10 Payment for Notice Time

In addition to the period of notice determined under clause 8.2, Termination of Employment, and subject to further agreements of the Commission, an employee whose employment is terminated for reasons of redundancy shall also be entitled to the following additional periods of notice as determined by the following scale:

Period of Service	Period of Notice
Less than 1 Year	1 Weeks Pay
1 Year but less than 3	2 Weeks Pay
3 Years but less than 5	3 Weeks Pay
5 Years and over	4 Weeks Pay

In addition to the notice above, employees over 45 years of age at the time of giving of the notice, with not less than two years service, shall be entitled to an additional one week's notice.

Notice periods shall be worked by the employee unless by mutual agreement the requirement to work all or part of such notice period is waived. In such instances, payment for the balance of notice time shall be made.

8.3.11 Notice to Centrelink

Where a decision has been made to terminate the employment of 15 or more employees, the employer shall notify Centrelink of this, as soon as possible, giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

The employer shall provide to all employees whose employment has been terminated an Employment Separation Certificate in the form required by Centrelink.

9 Leave Entitlements

9.1 Annual Leave

9.1.1 Entitlement

All employees shall be entitled to four weeks paid annual leave or the pro rata equivalent for part-time employees. In addition, employees will be entitled to an extra week of special leave (or the pro rata equivalent) to use in the event of compulsory shutdowns. The provision of this leave will be at the discretion of the employer.

Employees will be expected to hold the week of special leave to their credit in a shutdown situation for any days not covered by a public holiday. Any leave that is not needed during this period will be available for an employee to use at their discretion. An example would be the Christmas closedown: Christmas Day is a public holiday; Boxing Day is a public holiday so is New Year's Day; if the office is closed from Christmas Day to the day after New Years Day then an employee would need to take two or three days of the extra leave to cover (depending on what day Christmas falls on).

If a service does not have any compulsory closures, the extra week of special leave can be used at any time.

No employee shall be entitled to take any period of annual leave or special leave unless such leave is standing to his/her credit.

On termination of employment, employees shall be entitled to payment for any untaken annual or special leave.

9.1.2 Casual Employees

This subclause does not apply to casual employees.

9.1.3 Shiftworker Allowances

A shift worker shall be paid while on annual leave, his/her ordinary pay plus shift allowances and weekend allowances relating to ordinary time the shift worker would have worked if he/she had not been on annual leave. Shift allowances and weekend allowances shall not be payable for public holidays which occur during a period of annual leave or for days which have been added to annual leave in accordance with the provisions of clause 9.5, Public Holidays, of this agreement.

9.1.4 Direction to Take Leave

The employer may direct an employee to take a period of paid annual leave if the employee has accumulated an annual leave credit greater than eight (8) weeks. The employer shall give to each employee three months' notice where practical and not less than one month's notice of the date upon which the employee shall enter upon this annual leave.

9.1.5 Cashing Out Annual Leave

Employees may request to cash out up to two weeks of their credited annual leave entitlement every 12 months or the pro rata equivalent for part-time employees provided:

- i. The employee has provided a written election to forego the amount of annual leave, and
- ii. The employer authorises the employee to forego the amount of annual leave specified in the election and
- iii. The employee has at least four weeks leave remaining to their credit.

9.1.6 Compulsory Shutdowns

Where the employer deems it necessary to shut down any part of the business for bone fide operational reasons, any full-time or part-time employee stood down as a consequence will be required to draw upon their annual leave credits.

An employee who has insufficient annual leave or special leave credits to cover all or part of a shut down period will be stood down without wages for the duration. The stand down period will be deemed not to have broken any employee's continuity of service.

The employer will provide one month's notice of its intention to invoke this shut down provision.

For the purpose of this clause "operational reasons" are reasons of an economic, technological, structural or similar nature relating to a part of the employer's undertaking, establishment, service or business.

9.1.7 Other Leave Conditions

For all other annual leave conditions, please refer to the employer's Annual Leave Policy.

9.2 Personal Leave (Sick & Carers)

Full-time employees will be entitled to 13 days personal leave every 12 months which accrues.

Part-time employees will accrue personal leave on a pro rata basis; casual employees are not eligible for personal leave.

Personal leave may be used for any of the following:

- i. If the employee is too ill to attend work
- ii. to care for family members who are dependent on the employee for care and support
- iii. If a member of the employee's family dies or for attendance at a funeral
- iv. If an employee's partner gives birth or adopts or fosters a child
- v. Moving house
- vi. Any other matters of a personal nature as agreed with the employee's Manager

The use of personal leave for (i) or (ii) above must be supported by a medical certificate issued by a registered health practitioner if the leave exceeds either two (2) consecutive working days, five (5) occasions in a year, or is required by the employer.

An employee must, unless prevented for medical reasons accepted by the employer, report any absence to their Manager or, if not available, to Human Resources, as soon as the requirement for the leave is known and, in any event, before commencement of shift or normal start time.

An employee with a long term illness, which will involve continuous leave of four or more weeks, may elect to convert all or part of their personal leave credits to half pay, thereby extending the period of paid leave available to them for that illness. The employer may require a medical certificate as a condition of approval for personal leave; however, this requirement must be established prior to an application for leave being made.

A year for the purpose of this clause commences from the anniversary of the employee's engagement. On termination of employment, accrued personal leave will not be paid out.

9.3 Compassionate Leave

Employees are entitled to two (2) additional days paid compassionate leave per occasion to cover in the event of a death in their immediate family

9.4 Long Service Leave

9.4.1 Definitions

For the purposes of this clause:

- i. Service shall mean continuous service with the employer.
- ii. Broken periods of service with the employer shall count as service subject to any one such break not exceeding a period of two calendar months.
- iii. Service shall not include any period of leave without pay except in the case of employees who have completed at least ten years' service

9.4.2 Entitlements

9.4.2.1 For Employees Who Were Employed as at 1st July, 1999:

Each employee shall be entitled to two months long service leave on full pay or four months long service leave on half pay after ten years of service; thereafter, additional long service leave shall accrue on the basis of two and half months long service leave on full pay or five months on half pay for each five years of continuous service.

9.4.2.2 For Employees Who Were Employed After 1st July, 1999:

Each employee shall be entitled to two months long service leave on full pay or four months long service leave on half pay after ten years of service; thereafter additional long service leave shall accrue on the basis of one months long service leave on full pay or two months on half pay for each five years of continuous service.

9.4.2.3 General Entitlements

Each eligible employee shall be permitted to access pro rata long service leave after five years.

An employee may elect to take a period of long service leave at double pay, i.e. an employee may use their entitlement to two months long service leave by taking one month's leave and receiving two months' pay for this leave.

Providing there is no break in service, full-time and permanent part-time employees shall be entitled to have previous part-time service with the employer taken into account for long service leave purposes.

9.4.3 Applying for Long Service Leave

Long service leave shall be taken at a time mutually arranged between the employer and the employee.

Employees intending to take long service leave shall give a minimum of eight weeks' written notice to the employer advising their intention to take such leave and the date such leave is to commence.

9.4.4 Termination or Death of Employee

On the termination of employment of an employee, otherwise than by his/her death, an employer shall pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value shall be determined according to the salary payable to the employee at the date of such termination.

Where the services of an employee with at least five years' service as an adult and less than ten years' service are terminated by the employer for any reason other than the employee's serious and wilful misconduct, he/she shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service.

Where an employee who has acquired a right to long service leave, or after having had five years' service as an adult and less than ten years' service dies, the monetary value of the leave shall be transferred to his/her estate.

9.5 Public Holidays

Public holidays shall be allowed to all employees, excluding casuals on full pay. Except as otherwise provided in this clause, where an employee is required to and does work on any of the holidays set out below, whether for a full shift or not, the employee shall be paid an allowance of 150% for the hours worked. Such payment is to be in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday.

For the purpose of this clause, all NSW Gazetted holidays shall be deemed public holidays: according to the area in which the accustomed place of work is situated.

Where shift rosters are such that they incorporate a public holiday as a normal work day, the employer may direct a shift worker not to report for duty on such public holiday. Where this occurs, payment for the public holiday will be at 150%. Such payment is to be in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday.

Any direction by the employer for non attendance on such day shall be on a rotational basis thus permitting all shift workers, wherever possible, an opportunity of working an equal number of public holidays during any one year.

9.5.1 Casual Employees

Each casual employee who is required to and does work on a public holiday shall be paid an allowance of 150%. Such worker shall not be entitled to be paid in addition the allowance of 25% prescribed in clause 8.1.3.2 in respect of such work.

9.6 Parental Leave

9.6.1 Eligibility for Payment

9.6.1.1 Paid Parental Leave

Full-time and part-time employees are eligible for paid parental leave in accordance with the following provisions:

- i. Permanent employees are eligible for paid parental leave when they have completed two years of continuous service prior to the expected date of birth.
- ii. An employee is required to return to work for a continuous 12 months before being eligible for a second parental payment.

Provided the employee is the principal carer, the employee is entitled to twelve weeks pay at ordinary time. The eligible employee will receive one week's ordinary pay for six consecutive pay periods on commencement of leave. On returning to their normal duties, the eligible employee will receive one week's ordinary pay for six consecutive pay periods. The remaining six weeks entitlement will be paid at the rate and the hours the employee chooses to return to work on.

9.6.1.2 Paid Adoption Leave

Provided that the employee is the principal carer, paid adoption leave will apply as per paid parental leave as prescribed above.

9.6.1.3 Paid Partner Leave

Eligible employees who have completed at least two years continuous service, whose spouse or partner is pregnant or taking custody of a child, are entitled to a period of two weeks leave at ordinary pay. This leave can be taken within 3 months of the birth or taking custody of their child.

9.6.1.4 Casual Employees

Under this provision, casual workers are not eligible for paid parental leave.

9.6.2 Parental Leave – General Provisions

9.6.2.1 Eligibility

To be eligible for parental leave, an employee must have completed at least 40 weeks' continuous service prior to the expected date of birth.

An employee who has once met the conditions for parental leave will not be required to work again the 40 weeks' continuous service in order to qualify for a further period of parental leave, unless:

- i. There has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after her/his services have been otherwise dispensed with; or
- ii. The employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, parental leave without pay, adoption leave without pay, or leave without pay associated with an illness or injury compensable under the Workers' Compensation Act.

9.6.2.2 Entitlement

An employee is entitled to a period of unpaid parental leave of not more than 12 months after the actual date of birth.

9.6.2.3 Application for Parental Leave

An employee who intends to proceed on parental leave should formally notify the employer of such intention as early as possible, so that arrangements associated with the absence can be made.

Written notice of not less than eight weeks prior to the commencement of the leave should be given. This notice must include a medical certificate stating the expected date of birth and it should also indicate the period of leave desired.

After commencing parental leave, an employee is entitled to vary the period of leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of four weeks' notice must be given although an employer may accept less notice if convenient.

9.6.2.4 Staffing Provisions

Any person who occupies the position of an employee on parental leave must be informed that the employee has the right to return to her/his former position. Additionally, since an employee has the right to vary the period of parental leave, offers of temporary employment shall be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment shall also be set down clearly: to a fixed date or until the employee elects to return to duty, whichever occurs first.

9.6.2.5 Effect of Parental Leave on Accrual of Leave and Pay Increments

Except in the case of employees who have completed ten years' service, the period of parental leave without pay does not count as service for long service leave purposes. Where the employee has completed ten years' service the period of parental leave without pay shall count as service provided such leave does not exceed six months. Parental leave without pay does not count as service for incremental purposes.

9.6.2.6 Right to Return to Previous Position

An employee returning from parental leave has the right to resume her/his former position. Where this position no longer exists, the employee is entitled to be placed in a position nearest in status and salary to that of her/his former position and for which the employee is capable or qualified.

9.6.2.7 Return for Less than Full Time Hours

Employees, on application to their employer, may be entitled to return to duty for less than the full-time hours they previously worked. Such return to work will be at the discretion of the employer after giving due regard to the effect on the provision of service.

9.6.3 Provisions Applying to Maternity Leave Only:

These should be read in conjunction with clause 9.5.1, Eligibility for Payment, and clause 9.5.2, Parental Leave - General Provisions.

9.6.3.1 Illness Associated With Pregnancy

If, because of an illness associated with her pregnancy, an employee is unable to continue to work then she can elect to use any available paid leave (personal, annual and/or long service leave) or to take leave without pay.

9.6.3.2 Transfer to a More Suitable Position

Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obliged, as far as practical, to provide employment in some other position that she is able to perform satisfactorily. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.

9.6.3.3 Miscarriage

In the event of a miscarriage any absence from work is to be covered by the personal leave provisions.

9.6.3.4 Stillbirth

In the case of a stillbirth (as classified by the Registry of Births, Deaths and Marriages), an employee may elect to take personal leave subject to production of a medical certificate, or parental leave.

9.6.3.5 Effect of Premature Birth

An employee who gives birth prematurely, and prior to proceeding on parental leave, shall be treated as being on parental leave from the date leave is commenced to have the child.

9.6.3.6 Further Pregnancy while on Parental Leave

Where an employee becomes pregnant while on parental leave, a further period of parental leave may be granted. Should this second period of parental leave commence during the currency of the existing period of parental leave, then any residual leave from the existing entitlement lapses.

9.6.4 Provisions Applying to Adoption Leave Only:

These should be read in conjunction with clause 9.5.1, Eligibility for Payment, and clause 9.5.2, Parental Leave - General Provisions.

9.6.4.1 Eligibility

To be eligible for adoption leave an employee must have completed at least 40 weeks' service prior to the date of taking custody of the child. For other eligibility criteria, refer to clause 9.5.2. Parental Leave - General Provisions.

9.6.4.2 Entitlement

Eligible employees are entitled to unpaid adoption leave as follows:

- i. Where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;
- ii. Where the child is over the age of 12 months and under 18 years - a period of up to 12 months, such period to be agreed upon by both the employee and the employer.

9.6.4.3 Application for Adoption Leave

Due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that in the reasonably near future they will take custody of a child should formally notify the employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.

9.7 Jury Service

An employee, other than a casual employee, required to attend for jury service during ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wages the employee would have received in respect of the ordinary time that would have been worked had the employee not been on jury service.

An employee shall notify the employer as soon as possible of the date upon which he/she is required to attend jury service. Further, the employee shall give the employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

10 Patterns of Work

10.1 Hours of Work

10.1.1 Non Shift Workers

The ordinary hours of work for employees, exclusive of meal times, shall be one thousand three hundred and four (1304) hours per eight (8) weekly cycle. Ordinary hours of work to be agreed mutually between the employer and employee.

Each employee shall be entitled to be free from duty for not less than two full days in each week of seven days.

Hours of work shall be so arranged that wherever possible employees having completed a full day's work shall have a minimum of eight (8) consecutive hours off duty.

10.1.2 Shift Workers

The ordinary hours of work for shift workers exclusive of meal times shall not exceed an average of 38 hours per week in each roster cycle. Each roster cycle can be up to 304 hrs per 8 weeks.

Each shift worker shall be free from duty for not less than two full days in each week or four full days in each fortnight, where practical these days should be consecutive. Such days off duty shall be mutually agreed between the employee and the employer having regards to the needs of the employer.

There shall be a minimum break of eight (8) hours between ordinary rostered shifts. In certain circumstances such as split shifts this condition may be varied by mutual arrangement between individual employees and the employer.

10.2 Roster of Hours

This clause only applies to shift workers.

The ordinary hours of work for each employee shall be displayed on a roster in a place conveniently accessible to employees. Such roster shall be displayed four weeks, but in any case

at least one week, prior to the commencing date of the first working period in any roster. It is not obligatory for the employer to display any roster of ordinary hours of work for casual employees.

A roster may be altered at any time to enable the service of the employer to be carried on where another employee is absent from duty on account of illness or in an emergency, but where any such alteration involves an employee working on a day which would have been his or her rostered day off such time worked shall be paid for at overtime rates.

Extension of rosters beyond 28 calendar days may be introduced subject to such proposals being agreed between the employer and the employee.

10.3 Sleepovers

A sleepover means an allowance paid to an employee sleeping in at night in order to be available to attend to any urgent situation that cannot be dealt with by another employee or at the end of the shift.

In programs requiring the use of a sleepover with the agreement of the employer and the employee, direct client support can be given by an employee in accordance with the employer's sleepover shift guidelines.

10.4 Longer Term Care Arrangements

Longer term care includes but is not limited to an employee, living in the client's nominated residence, performing work at all times of the day and night as the job and the client's needs may require. Work under this clause is any continuous direct client care in excess of 10 hours not including sleepover.

The undertaking of longer term care arrangements will only be by way of mutual agreement between the employer and the employee and will be in accordance with the employer's longer term care arrangements guidelines.

10.5 Overtime

The provision of this clause only applies to full-time and part-time shift workers. Unless alternative arrangements exist, all time worked by shift workers in excess of 10 consecutive hours shall be paid an allowance of:

Up to 2 Hours	50%
After 2 Hours Overtime	100%
Sundays	100%

Public Holidays	150%
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Time worked up to 10 hours per shift shall not be regarded as overtime but an extension of the contract hours for that day.

Employees recalled back to work after leaving the employer's premises, shall be paid for a minimum of two hours at the appropriate rate for each time he/she is so recalled.

An employee recalled back to work overtime shall be paid all fares and expenses reasonably incurred in travelling to and from her/his place of work.

When overtime work is necessary it shall wherever reasonably practical be so arranged that employees have at least eight consecutive hours off duty between the work on successive days or shifts.

An employee who works so much overtime between the termination of his/her ordinary work on any shift and the commencement of his/her ordinary work on the next day or shift that he/she has not had at least eight consecutive hours off duty between these times shall be released after completion of such overtime until he/she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instruction of the employer an employee resumes or continues to work without having had eight consecutive hours off duty, he/she shall be paid an allowance of 100% until he/she is released from duty for such a period that he/she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

When an employee works additional hours as an extension of shift and ceases work at a time when reasonable means of transport home are not available, he/she shall be paid at ordinary rates for the time reasonably spent travelling from the employer's premises to the employee's home with a maximum payment of one hour. This subclause shall not apply in the case of call-back or where the employee has his/her own vehicle available for conveyance home.

The provisions of this clause may be varied by mutual agreement between management and individual employees having regard to the needs of the service in which the employee works.

10.6 Time Off In Lieu (TOIL)

An employee who works approved additional hours outside ordinary hours may be compensated by way of time off in lieu of overtime, subject to the employer's time off in lieu policy.

The agreement to work additional hours and subsequent time off in lieu needs to be agreed between the employer and employee prior to the additional hours being worked.

Time off in lieu of additional hours will accrue on an hour for hour basis.

10.7 Meals

Time not exceeding one hour and not less than thirty minutes shall be allowed for each meal period. This time is unpaid. Where an employee is called upon to work for any portion of the meal break, such time shall count as ordinary working time.

An employee required or recalled to work additional hours following on the completion of his or her normal shift for more than two hours shall be allowed twenty minutes for the partaking of a meal and a further twenty minutes after each subsequent four hours overtime; all such time shall be counted as time worked.

Where practical, employees shall not be required to work more than four hours without a break or six hours without a meal break.

A period of twenty minutes is allowed to employees for a tea break and is included in the ordinary hours of work. This time is not transferable or accruable.

All other meal conditions are contained in service specific meal procedures.

11 Industrial Considerations

11.1 Anti-Discrimination

It is the intention of the parties bound by this Agreement to seek to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age, carer status and responsibilities as a carer.

It follows that, in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the agreement, which by its terms or operation has a direct or indirect discriminatory effect.

Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

Nothing in this clause is to be taken to affect:

- i. any conduct or act which is specifically exempted from anti-discrimination legislation;
- ii. offering or providing junior rates of pay to persons under 21 years of age;
- iii. any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
- iv. a party to this Agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

This Agreement shall be read in conjunction with Section 351 – Discrimination of the Fair Work Act 2009

11.2 Reasonable Hours

An employer may require an employee to work reasonable overtime at overtime rates.

An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.

For the purposes of this clause, what is unreasonable or otherwise will be determined having regard to:

- i. Any risk to employee health and safety.
- ii. The employee's personal circumstances including any family and carer responsibilities.
- iii. The needs of the workplace or enterprise.
- iv. The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it.
- v. Any other relevant matter

11.3 Consultative Arrangement

The employer will consult employees regularly on significant changes to corporate and operational plans, and on the implementation of this agreement.

Consultation will occur directly between managers and their employees, as well as through the employer's Consultative Committee.

The Committee will comprise a minimum of five employer nominees and a minimum of eight employee representatives. The Committee will meet a minimum of four times each year. A quorum will consist of two management and four employee representatives.

The employee representatives will be directly elected by employees, in an annual ballot organised by the outgoing committee. The employee representatives will be regarded as being on duty while conducting Committee business and appropriate facility/equipment use and release of duties will be provided.

If the employer is seriously considering major workplace changes that are likely to have a significant effect on the employees covered by this agreement, they shall consult with the Union and any employees who will be affected by the decision.

As soon as practicable, the employer shall discuss with the union and relevant employees the introduction of the change; and the effect the change is likely to have on the employees. The employer shall discuss measures to avert or mitigate the adverse effect of the change on the employees

For the purposes of the discussion, the employer shall provide the union and relevant employees in writing:

- i. all relevant information about the change including the nature of the change proposed; and
- ii. (ii) information about the expected effects of the change on the employees; and
- iii. (iii) any other matters likely to affect the employees.

As soon as a final decision has been made, the employer shall notify the Union and the employees affected, in writing, and explain the effects of the decision.

During the consultation period, the parties will respect the status quo providing the consultation is completed within four weeks.

11.4 Dispute Resolution Procedure

- i. In the event of a dispute in relation to a matter arising under this agreement or the NES, in the first instance, the parties will attempt to resolve the matter at the workplace by

discussions between the employee or employees concerned and the relevant supervisor and, if discussions do not resolve the dispute, by discussions between the employee or employees concerned and more senior levels of management as appropriate.

- ii. A party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute.
- iii. If a dispute in relation to a matter arising under the agreement is unable to be resolved at the workplace and all agreed steps for resolving it have been taken, the dispute may be referred to Fair Work Australia (FWA) for resolution by conciliation and, where the matter in dispute remains unresolved, arbitration.
- iv. While the dispute resolution procedure is being conducted, work shall continue normally unless
 - a. an employee has a reasonable concern about an imminent risk to his or her health or safety, or
 - b. the employee is in a disciplinary situation, during which they may be stood down.
- v. Any dispute referred to FWA under this clause should be dealt with by a member agreed by the parties at the time or, in default of agreement, a member nominated by either the head of the relevant panel or the president.

The parties must cooperate to ensure that the dispute resolution procedures are carried out as quickly as is reasonably possible.

11.5 Labour Flexibility

The employer may direct an employee to carry out such duties as are reasonable and within the limits of the employee's skill, competence and training consistent with employee's classification, grouping and/or career stream provided that such duties are not designed to promote de-skilling.

The employer may direct an employee to carry out such duties and to use such tools and equipment as may be required, provided that the employee has been properly trained or has otherwise acquired the necessary skills in the use of such tools and equipment.

Any direction issued by the employer shall be consistent with the employer's responsibilities to provide a safe and healthy work environment.

Promotion and/or appointment shall be by merit.

11.6 Agreement Availability

A copy of the current Northcott Enterprise Agreement is available to all employees on the common drive, Intranet or on the Northcott website. If employees do not have computer access, a hard copy can be obtained from their Manager or HR.

11.7 National Employment Standards

“Standard” means the Australian Fair Pay Commission Standard or the National Employment Standard, whichever is applicable and shall be referred to in this agreement as the “Standard”

From 1st January 2010, a National Employment Standards Factsheet, published by Fair Work Australia, will be given to all existing employees and each new employee upon commencement of duties.

11.7.1 The Standard

- i. It is the intention of this Agreement is that the “Standard”, as it may be varied from time to time, shall apply to the employees the subject of this Agreement. Any provisions of the “Standard” that are also referred to or set out in this Agreement are for the ease of the parties.
- ii. Where the “Standard” provides, or is varied to provide, a condition or entitlement more favourable to the employee in a particular respect than that set out in this Agreement, the better entitlement will apply.
- iii. The minimum guarantees provided by the “Standard” will override less favourable provisions in this Agreement.

12 Agreement Signatures

EXECUTED by the parties

EXECUTED by THE EMPLOYER by signature)
of those persons authorised to sign on its behalf:)

.....
.....

Kerry Stubbs, Chief Executive Officer, 1 Fennell Street, North Parramatta 2151
Name of Authorised Officer, Position of Authorised Officer, Address of Authorised Officer

DATED...../...../2009

Witness Signature

.....

Mike Salinos, 1 Fennell Street, North Parramatta, 2151
Name of Witness, Address of Witness

DATED...../...../2009

EXECUTED by AN EMPLOYEE REPRESENTATIVE)
OF THE EMPLOYEES by signature of those persons authorised to sign on their behalf:)

.....
.....
.....

Name of Authorised Officer , Position of Authorised Officer , Address of Authorised Officer

DATED...../...../2009

Witness Signature, Name of Witness, Address of Witness

.....
.....

DATED _____/_____/2009

12.1 PART B - MONETARY RATES

Table 1 – Classifications & Salary Ranges

Job Family		Step	Range
Community Services Workers	Support Workers	13 - 21	\$36,778 - \$42,893
	Coordinators House Managers	28 - 37	\$48,104 - \$56,049
	Employment Advisors, Recreation Workers Living Skills Educator Team Leaders	20 - 35 35 - 39	\$42,096 - \$53,616 \$53,616 - \$59,602
	Community Workers Case Managers Early Educators Level 1 Level 2 Level 3	 24 - 34 38 - 39 Off Agreement	 \$45,369-\$52,432 \$58,375 - \$66,428 Off Agreement
Allied Health Professionals	Occupational Therapist Social Worker Physiotherapist Speech Pathologist	Refer to table 2 below	
Support Services			
Marketing			
Fundraising	SS 1	8 - 21	\$32,923 - \$42,893
Admin	SS 2	24 - 39	\$45,369 - \$59,602
HR	SS 3	39 - 42	\$59,602 - \$66,428
Finance	SS 4	Off Agreement	
Payroll			
IT			
Facility Services			
Library			
Conference Centre			
NES			

Table 2 Allied Health Professional Salary Matrix

Level	STAGE	SALARY from 1.7.2009
1	1	\$45,369
	2	\$46,661
	3	\$49,525
	4	\$52,432
2	1	\$58,375
	2	\$61,002
	3	\$63,220
	4	\$66,428

Table 3 – Allowances

Allowances	Rate from 1.7.2009
Supervision of student per day	\$4.60
Sleepover	\$75