



FAIR WORK
AUSTRALIA

DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Aboriginal Hostels Limited
(AG2011/3917)

ABORIGINAL HOSTELS LIMITED (AHL) ENTERPRISE AGREEMENT 2011 - 2014

Commonwealth employment

COMMISSIONER DEEGAN

CANBERRA, 4 JANUARY 2012

Application for approval of the Aboriginal Hostels Limited (AHL) Enterprise Agreement 2011 - 2014.

[1] An application has been made for approval of an enterprise agreement known as the Aboriginal Hostels Limited (AHL) Enterprise Agreement 2011 - 2014 (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act) by the Commonwealth of Australia through Aboriginal Hostels Limited. The Agreement is a single-enterprise agreement.

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

[3] The Australian Nursing Federation, the CPSU, the Community and Public Sector Union, and United Voice, being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) of the Act I note that the Agreement covers the organisations.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 11 January 2012. The nominal expiry date of the Agreement is 30 June 2014.



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Australian Government

Aboriginal Hostels Limited

ABORIGINAL HOSTELS LIMITED
ENTERPRISE AGREEMENT 2011 - 2014

	2
1. Title, Scope and Operation of Agreement.....	5
Title of Agreement.....	5
Parties to the Agreement.....	5
Purpose of this Agreement.....	5
AHL Values.....	5
Operation of the Agreement.....	5
Guidelines and Policies to support this Agreement.....	5
Delegation.....	7
2. Working Cooperatively.....	7
Consultation Term.....	7
Enterprise Agreement Committee.....	8
Resolution of Agreement disputes.....	9
Mobility between AHL Hostels and Regional and Central Offices.....	10
3. Leave.....	10
General Principles.....	10
Portability of Leave.....	10
Portability of leave – former non-ongoing employees.....	11
Annual Leave.....	11
Annual Leave – Secondary Education Hostels Close Down.....	12
Remote Locality Additional Annual Recreation Leave.....	13
Additional Annual Recreation Leave for working on Sundays and Public Holidays..	13
Sick / Carers Leave.....	13
Public Holidays.....	14
Compassionate/Bereavement Leave.....	15
Additional Holiday.....	15
Maternity Leave, Paternity Leave, Parental Leave and Foster Parents/Adoption Leave.....	15
Defence Reservists Leave.....	16
Miscellaneous Leave.....	17
NAIDOC Day.....	17
Non-Resumption of duty after approved Miscellaneous Leave.....	17
Community Service Leave.....	18
Long Service Leave (LSL).....	18
Unauthorised Absence.....	18
4. Allowances and Reimbursements.....	19
General.....	19
Travel Allowance.....	19
Motor Vehicle Allowance.....	19
First Aid Allowance.....	19
Meal Allowance.....	19
Restriction Allowance.....	20
Community Language Allowance.....	20
Removal and Relocation Assistance.....	21
Other Allowances and Reimbursements.....	21
Hostel Managers allowance in lieu of overtime.....	21
Sleep Over allowance.....	21
Tariff Policy.....	22
5. Flexible Working Conditions.....	23
General.....	23
Categories of employment.....	23
Ordinary hours of duty.....	24
Part-Time Employment.....	24
Access to Part-Time Work.....	25
Right of Reversion or Conversion from Part-Time to Full-Time.....	26

	3
Part-Time Hours	26
Management Initiated Part-Time Work	26
Shift Workers.....	26
Penalty Rates for Hostel Managers, Houseparents and Residential Youth Workers	27
An Irregular or Intermittent Employee	27
Annual Recreation Leave (ARL) Penalties	28
Flexitime.....	28
Overtime	28
Time Off in Lieu (TOIL).....	29
Banked Leave	29
6. Salary and Related Matters	30
Salary Increases	30
Payment of Salary	30
Method of Payment	30
Salary on Commencement	31
Salary Flexibility	31
Salary Packaging	31
Superannuation Choice.....	31
Salary for Superannuation Purposes.....	31
Supported Salary	32
Salary above Minimum Rate	32
Salary for Employees Working at a Lower level.....	32
Temporary Assignment of Duties	33
Permanent Reduction.....	33
Salary on Movement from Another Agency	33
Salary on Promotion.....	33
Recovery of Overpayments and Other Debts to AHL	33
Higher Duties Allowance (HDA).....	33
Minimum period of Higher Duties Allowance (HDA).....	33
Level of Payment of Higher Duties Allowance (HDA)	33
Performance Management System	34
Productivity Bonus.....	35
Management Initiated Movement	35
7. Learning and Development	35
Study Assistance Scheme.....	36
Facilitation of Employee Feedback.....	36
Employee Assistance Program (EAP)	36
8 Management of Excess Employees	37
Application	37
Redeployment	37
Voluntary Retrenchment.....	37
Involuntary Retrenchment	38
Retention Period	38
Retention Period – early termination	39
Period of Notice.....	39
Redundancy benefit	39
Interaction with the <i>Fair Work Act 2009</i>	40
9 Termination of Employment.....	40
Resignation or Retirement.....	40
Termination of Employment by AHL	41
10 Termination of Non-Ongoing APS Employees	41
11 Savings Clause	41
Appendix 1: Definitions and Interpretation	42

	4
Appendix 2: Salary Tables	44
Aged care salary table	46
APPENDIX 3	47
Appendix 4: Principles relating to Workplace Delegates	48
APPENDIX 5: FACILITIES FOR BARGAINING REPRESENTATIVES	50

ABORIGINAL HOSTELS LIMITED ENTERPRISE AGREEMENT 2011 - 2014

1. TITLE, SCOPE AND OPERATION OF AGREEMENT

Title of Agreement

- 1.1 This Agreement is called the Aboriginal Hostels Limited (AHL) Enterprise Agreement 2011 - 2014.

Parties to the Agreement

- 1.2 This Agreement is made under Section 172 of the *Fair Work Act 2009*, between the Chief Executive Officer of AHL on behalf of the Commonwealth of Australia and with all employees except for employees in the Senior Executive Service (SES).
- 1.3 This Agreement covers the following unions if Fair Work Australia notes in its decision to approve this Agreement that it covers that particular union:
- The Community and Public Sector Union
 - United Voice
 - Australian Nursing Federation

Purpose of this Agreement

- 1.4 This Agreement will help all the employees of AHL to continue to work to provide comfortable, safe, healthy and affordable accommodation to AHL's residents.
- 1.5 This Agreement provides current and future employees fair and reasonable conditions of employment; supports on-going training; promotes work/life balance; and encourages communication and better consultation within AHL.

AHL Values

- 1.6 The Chief Executive Officer and employees of AHL will uphold and promote the Australian Public Service (APS) Values and APS Code of Conduct as prescribed in sections 10 and 13 of the *Public Service Act 1999*.
- 1.7 AHL has provided appropriate accommodation services for Aboriginal and Torres Strait Islander people since 1973 and strives to maintain a highly professional and committed workforce to deliver our vision and mission.

Operation of the Agreement

- 1.8 This Agreement will commence on the seventh day following approval of the Agreement by Fair Work Australia. The nominal expiry date will be 30 June 2014.
- 1.9 From the commencement of this Agreement, a party to the Agreement or an employee whose employment is subject to the Agreement shall not pursue further claims for terms and conditions of employment that would have effect during the period of operation of this Agreement, except where consistent with the terms of this Agreement.

Guidelines and Policies to support this Agreement

- 1.10 Various employment conditions contained in this Agreement are or will be supported by guidelines and policies specific to AHL. The guidelines and policies do not form part of this Agreement and this Agreement will prevail to the extent of any inconsistency.

- 1.11 Any disputes over the application of policies and guidelines that support the application of this Agreement will be managed under the provisions of this Agreement.
- 1.11.1 Changes to policies or guidelines referred to in this Agreement that result in changes to employee remuneration will come into effect following consultation with the Enterprise Agreement Committee and where a majority of the committee members approve the proposed changes.
- 1.11.2 Changes to policies or guidelines referred to in this Agreement that have no effect on employee remuneration will come into effect following consultation with the Enterprise Agreement Committee under the provision of clause 2.11 of this Agreement.
- 1.12 The guidelines and policies referred to in this agreement are as follows:
- (a) AHL Enterprise Agreement Guidelines
 - (b) AHL Salary Packaging Guide
 - (c) AHL Indigenous Employment and Capability Strategy
 - (d) Studybank Guidelines

Individual Flexibility Arrangement

- 1.13 An Agency Head and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) remuneration; and/or
 - (vi) leave; and
 - (b) the arrangement meets the genuine needs of the Agency and employee in relation to 1 or more of the matters mentioned paragraph (a); and
 - (c) the arrangement is genuinely agreed by the Agency Head and employee.
- 1.14 The Agency Head must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 1.15 The employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the Agency Head and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (c) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement and;
 - (ii) how the arrangement will vary the effect of the terms; and how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (d) states the day on which the arrangement commences and, where applicable, when the arrangement ceases.

- 1.16 The Agency Head must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 1.17 The Agency Head or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the Agency Head and employee agree in writing – at any time.

Delegation

- 1.18 The Chief Executive Officer may delegate to or authorise a person to perform any of the Chief Executive Officer's powers under this Agreement.

2. WORKING COOPERATIVELY

Consultation Term

Consultation on major changes

- 2.1 This clause applies where a decision is made to introduce major changes in a work area that are likely to have significant effects on employees, other than where provision is already made elsewhere in this enterprise agreement regarding a specific major change.
- 2.2 Where a definite decision is made to introduce major changes in program, organisation, structure or technology that are likely to have significant effects on employees, the Agency Head must notify the employees who are likely to be affected by the proposed changes and their representatives, if any.
- 2.3 Significant effects include:
- (a) termination of employment;
 - (b) major changes in the composition, operation or size of the Agency's workforce or in the skills required
 - (c) the elimination or diminution of job opportunities, promotion opportunities or job tenure);
 - (d) significant alteration in hours of work;
 - (e) the need to retrain employees;
 - (f) the need to relocate employees to another workplace; and
 - (g) the major restructuring of jobs.

Agency Head to discuss major changes

- 2.4 The Agency Head must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 2.2, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- 2.5 The discussions must commence as early as practicable after a definite decision has been made to make the changes referred to in clause 2.2.
- 2.6 For the purposes of such discussion, the employees concerned and their representatives, if any, are to be provided in writing all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees. The Agency Head is not required to disclose confidential or commercially sensitive information to the employees.

Consultation Framework

- 2.7 In addition to the model term, set out at paragraph's 2.1 to 2.6, the following framework is established because AHL recognises the importance of consultation with employees and staff representatives, including the unions, who are a party to this Agreement. Consistent with this framework, AHL will consult with employees and staff representatives, including the unions on workplace matters. This consultation framework involves:
- providing relevant information to employees and staff representatives, including the unions;
 - giving reasons for proposed decisions;
 - giving employees and staff representatives, including the unions, the opportunity to put their views to the appropriate decision-maker;
 - providing feedback to employees and staff representatives, including the unions, on those views;
 - considering the views of employees and staff representatives, including the unions, before the decision is made.
- 2.8 AHL consultative bodies involving management representatives, union representatives and employees, such as the Enterprise Agreement Committee, will be maintained and established as agreed between the parties covered by the Agreement.
- 2.9 To facilitate consultation the relevant unions and/or elected staff representatives will be entitled to hold meetings with employees (subject to operational requirements of AHL as these meetings will be in paid time) to discuss and get feedback on:
- workplace issues as agreed between the parties covered by the Agreement; and
 - prior to meetings of agency consultative bodies.
- 2.10 Nothing in this clause provides the relevant unions with a right to enter premises contrary to s194 (f) or (g) of the Fair Work Act.

Enterprise Agreement Committee

- 2.11 The Enterprise Agreement Committee (EAC) provides a forum for consultation between AHL and employee representatives on workplace issues, and allows for the views of employees to be taken into account in the decision making process. However, it is acknowledged that managers still carry the responsibility and accountability for making decisions in a timely manner.
- The provisions of clauses 2.11 to 2.15 will operate in addition to the consultation procedures at clauses 2.1 to 2.10.
- 2.12 The EAC will be comprised of management representatives, one employee from each Region and Central Office elected each year as a staff representative, one representative from the SES, and one representative from a union party to this Agreement or an employee nominated and advised by union.
- 2.13 The EAC will determine its terms of reference, method of operation, and frequency of meetings.
- 2.14 The EAC will meet at least each year, or more often if required, by video-conferencing and tele-conference. Face to face meetings will be considered on an as needs basis.
- 2.15 Nothing in this clause precludes AHL from consulting directly with employees and/or their representatives as required.

Resolution of Agreement disputes

- 2.16 If a dispute relates to a matter under this agreement, or the NES, the parties to the dispute must first attempt to resolve the matter at the workplace level by discussions between the employee or employees concerned and the relevant supervisor/manager.
- 2.17 If a resolution to the dispute has not been achieved after discussions have been held in accordance with clause 2.16, the parties to the dispute will endeavour to resolve the dispute in a timely manner either through discussions with more senior levels of management where appropriate or through alternative dispute resolution methods.
- 2.18 If discussions at the workplace level do not resolve the dispute, and all appropriate steps have been taken in accordance with clauses 2.16 and 2.17, a party to the dispute may refer the matter to Fair Work Australia.
- 2.19 Fair Work Australia may deal with the dispute in 2 stages:
- a. Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - b. if Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:
 - i. arbitrate the dispute; and
 - ii. make a determination that is binding on the parties.
- Note: If Fair Work Australia arbitrates the dispute, it may also use the powers that are available to it under the Act.
- A decision that Fair Work Australia makes when arbitrating a dispute is a decision for the purposes of Div 3 of Part 5.1 of the Fair Work Act 2009. Therefore, an appeal may be made against the decision.
- 2.20 The agency or an employee who is a party to the dispute may appoint another person, organisation or association to accompany and/or represent them for the purposes of this term.
- 2.21 Resolution of disputes is to occur in good faith by following the same principles as the good faith bargaining requirements at section 228 of the Fair Work Act 2009.
- 2.22 While the parties are trying to resolve the dispute using the procedures in this term:
- (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (b) an employee must comply with a direction given by the Agency Head to perform other available work at the same workplace, or another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.
- 2.23 The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this term.

No extra claims

- 2.24 From the commencement of this Agreement, a person or organisation covered by the Agreement will not pursue further claims for terms and conditions of employment that would have effect during the period of operation of this Agreement, except where consistent with the terms of this Agreement.

Mobility between AHL Hostels and Regional and Central Offices

- 2.25 Flexible mobility arrangements are an important ingredient in promoting the development of a more skilled and adaptable AHL workforce. Such arrangements also recognise that it assists in providing a quality accommodation service to AHL residents.
- 2.26 Employees normally carrying out administrative support work may be required during their ordinary hours of duty to help hostel staff when requested by their supervisor. This help could include ensuring AHL residents and property are safe and secure, or providing training to other AHL employees. Administrative support staff may be asked to undertake short-term positions in hostels. Where this occurs there will be no reduction in salary.
- 2.26.1 In addition to salary, administrative support staff who have been asked to undertake short-term positions in hostels will be entitled to pro-rata payment of associated allowances relevant to the duties they have been asked to perform.
- 2.27 Employees working in hostels may be asked to assist the Regional Manager in the Regional Office. Where this occurs, training will be provided to the employee to make sure they can carry out the duties asked of them.

3. LEAVE

General Principles

- 3.1 AHL and its employees agree that the provisions in this section will be supported by guidelines that will assist employees and managers to administer leave entitlements. The guidelines will not be inconsistent with this Agreement and this Agreement will prevail to the extent of any inconsistency.
- 3.2 Employees are responsible for accurately recording their absence by the required methods. Employees must apply for leave by completing the relevant Application for Leave form or by submitting an application for leave through Employee Self Service. Absences must also be recorded on the employee's timesheet.
- 3.3 As far as practicable contingent (or unexpected leave) will be advised to the manager / supervisor prior to ordinary duty to be performed on any day. Failure to advise the manager / supervisor on a repeated basis may result in action being taken under procedures established under section 15 of the *Public Service Act* for a suspected breach of the Code of Conduct.
- 3.4 Other than in exceptional circumstances leave will not be approved during school terms or mandatory training periods for employees working in education focussed hostels.

Portability of Leave

- 3.5 Where an employee moves (including on promotion or for an agreed period) from another agency where they were an ongoing APS employee, the employee's unused accrued Annual leave and Personal/carers leave (however described) will be recognised, provided there is no break in continuity of service.

- 3.6 Where an employee is engaged as either an ongoing or non-ongoing APS employee immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued Annual leave and Personal/carers leave (however described) will be recognised.
- 3.7 For the purposes of this clause:
- 'APS employee' has the same meaning as the Public Service Act 1999
 - 'Parliamentary Service' refers to employment under the Parliamentary Service Act 1999

Portability of leave – former non-ongoing employees

- 3.8 Where a person is engaged as an ongoing employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee, the Agency Head may, at the employee's request, recognise any accrued Annual leave and Personal/carers leave (however described), provided there is no break in continuity of service. Any recognised Annual leave excludes any accrued leave paid out on separation.

Annual Leave

- 3.9 Employees working full-time are entitled to 4 weeks (20 days) of annual leave for each 12 months of continuous service, which will accrue daily. Employees working part-time will accrue annual leave credits on a pro-rata basis. Accrual will be

$$\text{Daily accrual} = \frac{\text{Annual Leave Entitlement (hours)} \div (75 \times \text{Fortnightly Base Hours})}{\text{Number of calendar days of service}}$$

- 3.10 If an employee takes more than thirty calendar days of leave without pay in a twelve-month period, annual leave will not accrue on those days.
- 3.11 Employees are encouraged to take at least 10 days annual leave each year or a pro-rata number of days if part-time.
- 3.12 Employees may cash out up to 10 days annual leave during a 12 month.
- 3.12.1 Paid Annual Leave must not be cashed out if the cashing out would result in the employee's accrued entitlement to paid annual leave being less than four weeks.
- 3.12.2 Each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the employer and the employee.
- 3.12.3 The employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.
- 3.12.4 In addition to the provisions of clause 3.12.1, a cash-out of Annual Leave will only be approved where the employee has taken a minimum of two weeks annual leave in the 12 month period immediately prior to the application being made.
- 3.13 Where an employee has in excess of 40 days annual leave credits the employee will be required to take 20 days within a period of three months. In exceptional circumstances the Chief Executive Officer may extend this period.
- 3.14 Where an employee has not taken leave in accordance with subclause 3.13 the employee is deemed to be on annual leave and has the right to be absent from the workplace.

Annual Leave – Secondary Education Hostels Close Down

- 3.15 This section does not apply to Irregular / Intermittent employees.
- 3.16 All employees at secondary education hostels are required to apply for and be on annual leave during school holiday periods and subject to the provisions of Clause 3.17, not apply or take annual leave during school terms except in exceptional circumstances.
- 3.17 Close Down Leave (CDL) cannot be accessed until all available Annual Recreation Leave (ARL) credits have been used.
- 3.18 For the purposes of this section, 'school holiday period' means the period between school terms, commencing on the first day after the end of the previous school term and ending on the day before the start of the next term.
- 3.19 Subject to the provisions of Clause 3.17, employees are required to take Annual Recreation Leave (ARL) for their normal rostered hours for the entire school holiday period, less any rostered day(s) that coincides with a Public Holiday. Where the employee has insufficient ARL credits, they must apply for Close Down Leave for the balance of the period.
- 3.20 Approval of Close Down Leave is subject to the provisions of Clause 3.23. Where the amount of approved Close Down Leave is insufficient to meet the balance of the school holiday period, the remainder will be classed as Leave Without Pay (LWOP).
- 3.21 An employee may be recalled to duty during a school holiday period for up to two weeks per calendar year for training, relief work or to prepare the hostel for the next school term.
- 3.22 Subject to the provisions of Clause 3.17 and 3.20, the amount of Close Down Leave available to an employee during a school holiday period will be the employee's total rostered hours for the period, less any rostered day(s) that coincide with a Public Holiday, less available ARL credits as at the last day of the school holiday period.
- 3.23 The amount of Close Down Leave available to an employee during a school holiday period will be reduced by the amount of unauthorised leave taken in the preceding school term.
- 3.24 ARL and Close Down leave will be paid at the basic hourly rate of pay during school holidays.

Remote Locality Additional Annual Recreation Leave

- 3.25 Employees working in the following locations will be entitled to a maximum of one additional week of annual leave per year:
- Alice Springs
 - Nhulunbuy
 - Tennant Creek
 - Katherine
 - Derby
 - Broome
 - Thursday Island
 - Mt Isa
 - Kalgoorlie
 - Port Hedland
 - Kununurra
- 3.26 This leave will accrue on a daily basis. Part-time employees will receive this additional leave on a pro-rata basis.

Additional Annual Recreation Leave for working on Sundays and Public Holidays

- 3.27 If a shiftworker worked 10 Sundays or more per year they will be entitled to one additional week of annual recreation leave per year. Part-time employees will receive this additional leave on a pro-rata basis.

Sick / Carers Leave

- 3.28 Full-time employees are entitled to 18 days Sick/Carer's leave per year. Leave is accrued daily from commencement with AHL and fully cumulative:

$$\text{Daily accrual} = \frac{\text{Sick/Carer's Leave Entitlement (hours)}}{\text{Number of calendar days of service}} \div (75 \times \text{Fortnightly Base Hours})$$

- 3.29 Part-time employees will be credited on a pro-rata basis.
- 3.30 Sick/Carers Leave may be granted for the purposes of personal sickness or injury and / or provide care to an immediate family member or household member.
- 3.31 An employee may take up to four days without having to produce documentary evidence for his/her absence each anniversary year. However, documentary evidence will be required for absences of greater than three consecutive days
- 3.31.1 An employee based in a Remote Locality referred to in clause 3.25 may provide a Statutory Declaration in place of a medical certificate for the purposes of clause 3.31.
- 3.32 Where the application for sick/carers leave relates to illness or injury of the employee or the employees immediate family the manager / supervisor may request a medical certificate stating the nature of the illness or injury.
- 3.33 An employee who is ill or injured while on annual leave, Long Service Leave (LSL) or flex-leave and would not have been able to work for one day or more will have their leave re-credited on the provision of documentary evidence stating the nature of the illness or injury.
- 3.34 An employee receiving workers compensation payments is not entitled to leave. Where an employee initially took leave and a workers compensation claim is subsequently approved, leave will be re-credited.

- 3.35 An employee will not be entitled to paid leave while also entitled to paid leave under the *Maternity Leave (Commonwealth Employees Act 1973)*.
- 3.35.1 If an employee has exhausted their entitlement to paid sick / carers leave, the employee may take up to two days unpaid carers leave each time a member of the employee's immediate family or household requires care or support because of personal illness or injury or an unexpected emergency affecting the member.
- 3.35.2 Irregular / Intermittent employees may take up to two days unpaid carers leave each time a member of the employee's family or household requires care or support because of personal illness or injury or an unexpected emergency affecting the member.

Public Holidays

- 3.36 Employees will be entitled to the following public holidays:
- a. New Year's Day (1 January);
 - b. Australia Day (26 January);
 - c. Good Friday;
 - d. Easter Monday;
 - e. Anzac Day (25 April);
 - f. The Queen's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
 - g. Christmas Day (25 December);
 - h. Boxing Day (26 December);
 - (i) any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the Fair Work regulations from counting as a public holiday.
- 3.37 If under a state or territory law, a day or part day is substituted for one of the public holidays listed above, then the substituted day or part day is the public holiday.
- 3.38 The Agency Head and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.
- 3.39 An employee, who is absent on a day or part-day that is a public holiday in the place where the employee is based for work purposes, is entitled to be paid for the part or full day absence as if that day or part-day was not a public holiday, except where the person would not normally have worked on that day.
- a) Where a public holiday falls during a period where an employee is absent on leave (other than Annual or paid Personal/carers leave) there is no entitlement to receive payment as a public holiday. Payment for that day would be in accordance with the entitlement for that form of leave (e.g. if on long service leave on half pay, payment is on half pay).
- 3.40 Subject to clauses 3.40.1 and 3.40.2, employees who work on a public holiday, are to be paid at public holiday rates (refer clause 5.42). However, where an employee works that public holiday on a weekend and also works the gazetted substitute public holiday, they will be paid at the appropriate Saturday or Sunday rates for the public holiday and at public holiday rates on the gazetted substitute day.

*For example: Jane works on Sunday 26 December (Boxing Day) **and** Monday, 27 December (gazetted Boxing Day public holiday). Jane will be paid at public holiday rates for her work on Monday and at Sunday rates for her work on Sunday."*

- 3.40.1 Employees who work on both Christmas Day and the associated substituted public holiday will be entitled to public holiday penalty rates for Christmas Day and the substitute public holiday.
- 3.40.2 Employees who work on 25 December, irrespective of what day of the week that is, will be entitled to be paid for that day at the public holiday rate.
- 3.41 Where a rostered day off for a shift worker falls on a public holiday, the shift worker will receive an additional day off for the public holiday. However, this additional day must be taken by no later than the end of the following pay period, by arrangement with the nominated manager/supervisor of the employee.

Compassionate/Bereavement Leave

- 3.42 Employees are entitled to 3 days paid leave per occasion where an immediate family member or household member dies or contracts or develops a personal illness or sustains a personal injury that poses a serious threat to his or her life. The employee may be asked to provide documentary evidence supporting the need for this leave. Documentary evidence means a certificate signed by a registered health practitioner or statutory declaration.
- 3.42.1 Irregular / Intermittent employees may take two days unpaid compassionate leave for each permissible occasion where an immediate family member or household member dies or contracts or develops a personal illness or sustains a personal injury that poses a serious threat to his or her life. The employee may be asked to provide documentary evidence supporting the need for this leave. Documentary evidence means a certificate signed by a registered health practitioner or statutory declaration.
- 3.42.2 Employees may take their entitlement to bereavement leave in a single continuous period, in periods of 1 day each or any separate periods to which the employee and Aboriginal Hostels agree.

Additional Holiday

- 3.43 In addition to the public holidays set out in clause 3.36, employees will also observe an additional holiday each calendar year on the ordinary working day following the Boxing Day Public Holiday or its substitute.
- 3.44 Conditions in relation to the additional holiday are those that apply to AHL holidays.

Maternity Leave, Paternity Leave, Parental Leave and Foster Parents/Adoption Leave

- 3.45 Employees are eligible for leave under the following provisions and to the extent allowable under the relevant legislation and the terms of this Agreement, AHL employees may make use of all available provisions:
- Eligible employees are entitled to 52 weeks Maternity Leave under the *Maternity Leave (Commonwealth Employees) Act 1973* of which up to 12 weeks may be paid; and
 - Division 5 of the *Fair Work Act 2009*.
- 3.45.1 Employees entitled to paid leave under the *Maternity Leave Act* will also be entitled to four additional weeks of paid leave, either as four weeks full pay, or eight weeks half pay, under the terms of this Agreement.
- 3.45.2 Supporting partners will be entitled to 2 weeks paid Parental Leave

- 3.46 An employee may elect to take paid leave under clause 3.45 at half pay. Any period in excess of sixteen weeks will not count as service.
- 3.47 An employee will be entitled to paid Foster Parents/Adoption Leave where the employee has assumed long term responsibility arising from the placement of a child by a permanent fostering or adoption arrangement,
- by a person / organisation with statutory responsibility for the placement of the child; and
 - where the child is not expected to return to their family
- 3.47.1 Where the employee is the primary carer for the child, the employee will be entitled to 14 weeks paid Foster Parents/Adoption Leave per child.
- 3.47.2 Where the employee is a supporting carer for the child, the employee will be entitled to 3 weeks paid Foster Parents/Adoption Leave per child.
- 3.47.3 An employee may elect to take paid leave under clauses 3.47.1 and 3.47.2 at half pay.

Return to work after parental leave

- 3.48 On ending parental or maternity leave, an employee is entitled to return to:
- a. the employee's pre-parental/maternity leave duties; or
 - b. if those duties no longer exists – an available position for which the employee is qualified and suited at the same classification and pay as applied pre-parental/maternity leave. Where this is not practical, other duties will be sought, with the redeployment, reduction and redundancy provisions applying to any placement.
- 3.49 For the purposes of this clause, duties means those performed:
- a. if the employee was moved to safe duties because of the pregnancy - immediately before the move; or
 - b. if the employee began working part-time because of the pregnancy - immediately before the part-time employment began; or
 - c. otherwise – immediately before the employee commenced maternity or parental leave.

Defence Reservists Leave

Leave for ADF Reserve and Continuous Full Time Service or Cadet Force obligations

- 3.50 An employee may be granted leave (with or without pay) to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or cadet force obligations.

Note: The entitlement to leave for Reserve Service is prescribed under the Defence Reserve Service (Protection) Act 2001.

- 3.51 An employee is entitled to ADF Reserve leave with pay, for up to four weeks during each financial year for the purpose of fulfilling service in the ADF Reserve. These purposes include training and operational duty as required.
- a. During the employee's first year of ADF Reserve service, a further two weeks paid leave may be granted to facilitate participation in additional ADF Reserve training, including induction requirements.
 - b. With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years, to enable the employee to undertake training as a member of the ADF Reserves.
 - c. Employees are not required to pay their tax free ADF Reserve salary to the Agency in any circumstances.

- 3.52 An employee who is an officer or instructor of cadets in a Cadet Force may be granted paid leave of up to three weeks each financial year to perform duties as an officer or instructor of Cadets. For these purposes 'Cadet Force' means the Australian Navy Cadets, Australian Army Cadets or the Australian Air Force Cadets.
- 3.53 Defence Reserve leave counts for service for all purposes, except for unpaid leave to undertake Continuous Full Time Service (CFTS). Unpaid leave for the purpose of CFTS counts for all purposes except Annual leave.
- 3.54 Eligible employees may also apply for Annual leave, long service leave, leave without pay, top-up pay or they may use flextime or make up time for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations.
- 3.55 Employees are to notify supervisors at the earliest opportunity once the dates for ADF Reserve, CFTS or Cadet Force activities are known and/or changed.

Miscellaneous Leave

- 3.56 An employee may be granted leave for a number of purposes in addition to specific provisions in this Agreement. Leave may be with pay or without pay. AHL Enterprise Agreement Guidelines explain the circumstances and conditions under which leave may be granted.
- 3.57 Miscellaneous leave with pay may be granted as follows:
- Community Service for emergency service duties;
 - For recognised ceremonial purposes;
 - To enable employees to undertake charity or community work. Employees may take up to one day per year for such purposes;
 - To donate blood, for the period required;
 - One day to move house;
 - To participate in international sporting events, as a competitor or official, for the period required;
 - To enable an employee to attend their graduation ceremony, for up to one day;
 - To enable an employee to attend their citizenship conferring ceremony, for up to one day.

NAIDOC Day

- 3.57.1 An employee may take up to one day of leave to participate in NAIDOC week celebrations in the employee's state or territory.

This day of leave will be paid at basic rates of pay.

- 3.58 The Chief Executive Officer may grant an employee leave without pay. Without limiting the scope for granting leave, this subclause might apply to employees who:
- Take up employment in the public interest;
 - Are unable to access paid leave;
 - Require leave for recognised ceremonial purposes;
 - Undertake full-time study; or
 - Require leave for personal reasons.

Non-Resumption of duty after approved Miscellaneous Leave

- 3.59 Miscellaneous paid leave or miscellaneous leave without pay does not count as service for any purpose if the employee does not resume duty at the end of the period of leave.

Community Service Leave

- 3.60 In accordance with Division 8 of the *Fair Work Act*, an employee who engages in an eligible community service activity is entitled to be absent from his or her employment for a period if:
- (a) the period consists of one or more of the following:
 - (i) time when the employee engages in the activity;
 - (ii) reasonable travelling time associated with the activity;
 - (iii) reasonable rest time immediately following the activity;
 - and
 - (b) unless the activity is jury service—the employee's absence is reasonable in all the circumstances.

Long Service Leave (LSL)

- 3.61 An employee is eligible for long service leave in accordance with the Long Service Leave (Commonwealth Employees) Act 1976.
- 3.62 The minimum period during which long service leave can be taken is seven calendar days (at full or half pay). Long service leave cannot be broken with other periods leave except as otherwise provided by legislation.

Unauthorised Absence

- 3.63 If an employee is absent from duty without authority, all pay and other benefits provided under this Agreement will cease to be available until the employee resumes duty or is granted leave. A period of unauthorised absence does not count as service.

Purchased annual leave

- 3.64 An employee may elect to purchase up to an additional one week annual leave per year.
- 3.65 The employee purchases the additional leave through a reduction in his/her fortnightly salary equivalent to the monetary value of the additional leave.
- 3.66 The following will apply to this leave:
- a) The necessary salary adjustment will be determined as a percentage reduction applied to the employee's fortnightly salary as at the date of application.
 - b) The purchased leave will become part of the employee's annual leave credits and will be subject to the deeming provisions in clauses 3.13 and 3.14.
 - c) An employee cannot ask for any unused annual leave credits purchased under this provision to be refunded to him/her at a later point in time.
- 3.67 Absence on the purchased annual leave scheme will count for service for all purposes.

4. ALLOWANCES AND REIMBURSEMENTS

General

- 4.1 The allowances in this section will be administered under AHL Enterprise Agreement Guidelines and associated instructions that relate to the particular allowances.
- 4.2 Rates of allowances will be reviewed and adjusted as indicated in this clause. In determining adjustments, AHL will take account of advice from accredited providers and other recognised sources. AHL will consult with the Enterprise Agreement Committee where circumstances require a change to these arrangements.
- 4.3 The allowances in this section will not be considered salary for superannuation purposes except for First Aid Allowance.

Travel Allowance

- 4.4 An AHL employee who is required to travel overnight on AHL business will receive allowances to meet costs for acceptable expenses in accordance with the AHL Enterprise Agreement Guidelines. Where an employee can demonstrate that the prescribed allowance is insufficient to cover expenses, the Chief Executive Officer may approve payment of another amount.
- 4.5 Employees required to be absent from their usual place of work on official travel and not absent overnight but absent for more than ten hours, will be paid two part-day travel meal allowances in accordance with the AHL Enterprise Agreement Guidelines.

Motor Vehicle Allowance

- 4.6 An employee who is authorised by Executive to use their private vehicle for official purposes will receive an allowance in accordance with the AHL Enterprise Agreement Guidelines.

First Aid Allowance

- 4.7 Where the Chief Executive Officer is satisfied that an employee:
- Possesses a current First Aid Certificate;
 - Has the continuing ability commensurate with that qualification;
 - Is appointed as a First Aid Officer

The employee will be paid an allowance of \$20.00 per fortnight.

- 4.7.1 A hostel may have up to two appointed and qualified First Aid Officers at any one time, one of which will be the Night Attendant.
- 4.7.2 Where a hostel has no Night Attendant, subject to holding the required qualification, the appointed First Aid Officer will be the member of staff on duty overnight.

Meal Allowance

- 4.8 An employee required to work more than 5 hours overtime continuous with their ordinary hours will be paid a meal allowance in accordance with the guidelines.

Restriction Allowance

- 4.9 An employee other than a Hostel Manager, Houseparent, or Executive Level 1 (EL1) and above, may be directed to be contactable and be available to carry out extra duties outside of the employee's ordinary hours of duty, subject to payment under this sub-clause.
- 4.10 The rate of payment will be:
- 7.5 per cent of the employee's hourly rate for each restricted hour on Monday to Friday;
 - 10 per cent of the employee's hourly rate for each restricted hour on Saturday and Sunday; and
 - 15 per cent of the employee's hourly rate for each restricted hour on public holidays.

Community Language Allowance

- 4.11 Where an employee is recognised as utilising a particular language skill other than English, in the performance of their duties, to assist residents and staff in improved communication, and
- there is an identifiable and continuing need for these particular language skills; and
 - the employee has the required level of competency to provide client or staff services in languages other than English, including Aboriginal and Torres Strait Islander languages;

an allowance of \$25.00 per fortnight will be paid to the employee.

Health and Safety Representative Allowance

- 4.12 An employee at APS Level 6 and below who is an elected Health and Safety Representative will be paid an allowance of \$20.00 per fortnight.

Harassment Contact Officer Allowance

- 4.13 An employee who is an approved Harassment Contact Officer will be paid an allowance of \$20.00 per fortnight.

Fire Warden Allowance

- 4.14 An employee who is an appointed Fire Warden will be paid an allowance of \$20.00 per fortnight.

4.14.1 A hostel may have up to two appointed and trained Fire Wardens at any one time, one of which will be the Night Attendant.

4.14.2 Where a hostel has no Night Attendant, subject to having received the required training, the appointed Fire Warden will be the member of staff on duty overnight.

Removal and Relocation Assistance

- 4.15 The Chief Executive Officer will determine the extent of any financial assistance for relocation from one locality to another upon promotion, engagement, movement at the same level, or temporary assignment.
- 4.16 Payment may be made for reasonable removal and relocation expenses as outlined in the AHL Enterprise Agreement Guidelines.
- 4.17 Should the employee not remain in the new position for twelve months after the commencement of duty in the new location, then AHL will require the employee to repay the removal expenses proportionate to the unserved portion of the twelve month period.
- 4.18 Where an employee requests removal to another location at their substantive level and the request is approved, the employee is not entitled to any financial assistance with relocation costs.

Other Allowances and Reimbursements

- 4.19 Where guidelines are not available or in circumstances that are not covered by this Agreement and may entitle an employee to payment of an allowance or reimbursement, the Chief Executive Officer will determine the conditions that will apply. Such payment will be made under an Individual Flexibility Arrangement at clauses 1.13 – 1.17.

Hostel Managers allowance in lieu of overtime

- 4.20 In recognition of their role as managers within AHL and in lieu of overtime to compensate for disturbances after hours, subject to the provisions of clause 4.22, Hostel Managers, Assistant Hostel Managers, Relief Hostel Managers, Senior Houseparents, Houseparents and Assistant Houseparents at a hostel with a Night Attendant will be paid an allowance of \$1500 gross per year.
- 4.20.1 Subject to the provisions of clause 4.22, Hostel Managers, Assistant Hostel Managers, Relief Hostel Managers, Senior Houseparents, Houseparents and Assistant Houseparents who do not have a night attendant 7 days per week will receive \$15 per night for each night they are required to stay at the hostel overnight.

Sleep Over allowance

- 4.21 Residential Youth Workers who are required to sleepover in a hostel that is not their principle place of residence will be paid \$50 per night.
- 4.22 Hostel Managers, Relief Hostel Managers and Assistant Hostel Managers who are required to sleepover in a hostel that does not have designated Hostel Manager's living quarters will be paid \$50 per night for each night that they are required to sleepover.

Exceptional Performance Bonus

- 4.23 The Exceptional Performance Bonus Scheme recognises and rewards demonstrated extraordinary or outstanding performance by staff at all levels.
- 4.24 Based on recommendations and details provided in the 'Nominations for Exceptional Performance Bonus' form, the Chief Executive Officer may approve a performance bonus payment of \$1,000 gross per year.

- 4.25 Subject to the provisions of clause 4.26, all employees will be eligible to participate in the Exceptional Performance Bonus scheme.
- 4.26 Employee eligibility to participate in the Exceptional Performance Bonus scheme is dependent on their active participation in the AHL Performance Management Program in the preceding 12-month period.

Healthy Lifestyle Allowance

- 4.27 Ongoing employees and non-ongoing employees with at least 12 months service will be reimbursed for expenditure on healthy lifestyle activities and personal needs up to a maximum of \$180 each financial year. The activities that will be accepted for reimbursement under this clause are:
- (a) quit smoking courses;
 - (b) gym membership fees;
 - (c) weight loss programs;
 - (d) programs to overcome excessive gambling;
 - (e) drug and alcohol cessation programs;
 - (f) inoculations such as flu vaccinations;
- 4.28 The Healthy Lifestyle Allowance will operate in addition to existing AHL Occupational Health and Safety initiatives and programs, with exception of the current Stop Smoking reimbursement arrangement.

Additional Responsibility Allowance

- 4.29 Regional based employees who are assigned additional responsibility for providing support to hostel staff will receive an Additional Responsibility Allowance of \$2,000 per annum.
- 4.30 The allowance will be paid fortnightly.
- 4.31 Additional Responsibility Allowance will not count for salary for superannuation purposes.
- 4.32 The allowance will not be payable during periods of unpaid leave.
- 4.33 The allowance will be paid pro-rata during periods of reduced pay.

Tariff Policy

- 4.34 This Agreement provides a fair and reasonable tariff policy for employees who live in AHL hostels, or premises, based on the following principles:
- where AHL requires an employee to reside in an AHL hostel, the Chief Executive Officer may advise the employee in writing and the employee may be provided with free board and lodging;
 - where accommodation is available, an employee's dependent children under eighteen and spouse/partner may live in the hostel tariff free, provided that the spouse/partner and/or dependants are not taking a bed that is allocated as a resident bed;

- tariff will be waived where incidental assistance or caretaking type duties are provided by an AHL employee; and
- any tariff charged for accommodation in AHL owned/leased premises will be based on the 'employed rate' under the AHL Tariff Schedule.

PUBLIC TRANSPORT LOAN SCHEME

4.35 AHL will provide interest free travel loans for ongoing staff. The loans will work as follows:

1. Interested employees enter into a written agreement with AHL whereby AHL will provide the employee with an interest free travel loan for the specific purpose of purchasing an annual or quarterly travel ticket and the employee agrees to reimburse AHL for the full amount of the loan by way of a fortnightly, after-tax payroll deduction.
2. Within 7 days of receipt of the interest-free loan, the employee shall provide evidence of purchase of the ticket to AHL.
3. The cost of the ticket will be recovered from the staff member over the course of the next 3 or 12 months as agreed, in equal fortnightly instalments as an after tax payroll deduction.
4. No interest is charged on the outstanding balance by AHL.
5. Upon termination of employment, any outstanding loan amount owed by the employee will be deducted from any termination pay due to the employee.

5. FLEXIBLE WORKING CONDITIONS

General

- 5.1 AHL is committed to promoting behaviours, attitudes, policies and practices that are aimed at managing workloads and giving opportunities for employees to balance their work and personal affairs. Managers and employees are responsible for applying the provisions of this Agreement in a manner that will be of mutual benefit to the organisation and the employees.
- 5.2 Through consultation with their manager, employees are able to exercise choice over their working hours in order to balance their work and life and may work flexible hours provided operational requirements are met.
- 5.3 AHL and its employees acknowledge that there are occasions when work pressures will require hours of duty that might call on employees to be on duty outside of their normal working hours and patterns.
- 5.4 AHL will review the application of these provisions periodically to assess consistency and fairness in their application.

Categories of employment

- 5.5 The basis for the engagement of an employee covered by this Agreement is as an ongoing employee, unless the employee is engaged:
 - for a specified term; or
 - for the duration of a specified task; or
 - for duties that are irregular or intermittent.

- 5.6 A person may be engaged as an employee on a full-time, part-time or intermittent basis.
- 5.7 At the time of engagement, the Chief Executive Officer, or his/her delegate, will inform each employee in writing of the conditions of engagement and type of employment including such things as;
- whether a probationary period applies and, if so, the expected duration of the period;
 - whether any other conditions of engagement apply, such as medical, citizenship, qualifications, etc;
 - if the person is engaged for a specified term, the relevant reason or purpose specified in the Public Service Regulations and the specified term of engagement;
 - if the person is engaged for the duration of a specified task, the task in relation to which the person has been engaged and the estimated duration of the task; and
 - a list of the main instruments governing the terms and conditions of their employment.

Ordinary hours of duty

- 5.8 The ordinary weekly hours of duty for all full-time employees will be 37.50 hours per week, or an average thereof.
- 5.9 The ordinary daily hours of duty will be 7 hours 30 minutes, or an average thereof.
- 5.10 The span of hours will be 7.00am - 7.00pm for all employees. Administrative staff (excluding Executive Level 1 and 2 employees) will work flextime Monday to Friday agreed regularly with their supervisor in accordance with this Agreement. All other employees will work an agreed pattern Sunday to Saturday.
- 5.11 The Chief Executive Officer may, where it is necessary to do so because of essential work requirements, determine the times of commencement and cessation for an employee or a group of employees in a workplace.
- 5.12 Employees will each day record their actual time of arrival and departure and any breaks.

Part-Time Employment

- 5.13 A part-time employee is one who works less than 37.5 hours per week.
- 5.14 Remuneration, leave accrual and other employment conditions for part-time employees will be made on a pro-rata basis.
- 5.15 Part-time employees may access flexi time, but flexi time will not be used to increase an employee's hours of work.
- 5.16 AHL will develop and maintain guidelines on the use of part-time working arrangements to support the provisions in this clause.
- 5.17 Employees in any classification may be employed as regular part-time employees for an agreed number of regular hours per week, which is less than the ordinary hours of duty of 37.5 hours per week.

- 5.18 This Agreement recognises that employees may seek to vary their hours from full-time to part-time. Approval is subject to operational requirements and the Chief Executive Officer's agreement. Where an employee initiates a proposal, the Chief Executive Officer will have regard to the agency's operational requirements, as well as the personal reasons put by the employee in support of the proposal.
- 5.19 This Agreement also recognises that management will sometimes have work that does not constitute a full-time workload. In these cases, the Chief Executive Officer may create a part-time position.
- 5.20 Part-time employees are entitled to the same range of employment benefits and remuneration as full-time employees, but on a pro-rata basis (except for allowances of a reimbursement nature), unless otherwise specified.

Access to Part-Time Work

- 5.21 All ongoing employees covered by this Agreement are eligible to apply to work on a part-time basis.
- 5.22 Management will consider the application and provide the applicant with reasons in writing for any refusal of an application for part-time work, within 4 weeks of receipt of the application. The applicant will be informed of avenues to seek review of the decision. Operational requirements of the company will be the main consideration in any decisions about part-time work requests.
- 5.23 Management may fill a position on a part-time basis where there is not a full-time workload. An employee engaged as a part-time employee to fill such a position is not entitled to convert to full-time employment without the agreement of the Chief Executive Officer.

Flexible Work Arrangements for parents

- 5.24 An employee who is a parent, or has responsibility for the care of a child under school age, or under 18 with a disability, may request flexible working arrangements, including part-time hours. The employee is not eligible to make this request unless they have completed at least 12 months of continuous qualifying service (the Agency Head may waive this requirement in exceptional circumstances).
- 5.25 A casual employee engaged for irregular or intermittent duties may only request flexible work arrangements if the employee:
- a. is a long term casual employee immediately before making the request; and
 - b. has reasonable expectation of continuing employment on a regular and systematic basis.
- Note: 'long term casual employee' is defined at s.12 of the Fair Work Act 2009
- 5.26 A request made in accordance with clause 5.25 must be in writing and set out details of the change sought and the reasons for the change. The Agency Head will respond in writing to the request within 21 days and will only refuse on reasonable business grounds. Where the request is refused, the response will include reasons for the refusal.
- 5.27 For the purposes of this clause:
- a. 'qualifying service' means service that is recognised for redundancy pay purposes;
 - b. 'casual' means an employee engaged on an irregular or intermittent basis.

Right of Reversion or Conversion from Part-Time to Full-Time

- 5.28 Where a full-time employee is approved to work part-time for an agreed period, the employee will have a right to revert to full-time employment at the end of the agreed period at the level and, wherever possible, in the duties that the employee carried out prior to entering into the part-time work arrangement.

Part-Time Hours

- 5.29 The Chief Executive Officer, or his/her delegate, will specify in a Part-time Work Agreement before an employee commences duty on a part-time basis:
- 5.30 The agreed ordinary hours of duty;
- 5.31 The standard hours that will apply to the employee, including nominal starting and finishing times and on which days of the week; and
- 5.32 Any rights to revert to full-time employment in accordance with Clause 5.28.
- 5.33 The pattern of hours specified under Clause 5.29 will be no less than 3 hours per day of attendance or an alternative agreed period and will be continuous on any one day.
- 5.34 Where a full-time employee is permitted to work part-time for an agreed period for personal reasons, the notice in writing under Clause 5.29 will provide for the hours to be varied to full-time hours on a specified date. The employee will revert to full-time hours unless a further period of part-time employment is approved.

Management Initiated Part-Time Work

- 5.35 Proposals for part-time employment may be initiated by the Chief Executive Officer for operational and efficiency reasons.
- 5.36 Should this occur, and a full-time position is designated to become part-time, then the Chief Executive Officer will advise the employee whose hours are affected in writing. This advice will contain options available to the employee, including redundancy or salary maintenance as outlined in Clause 5.37.
- 5.37 If the full-time employee chooses to remain in the employment of AHL on a reduced hours basis, then AHL will continue to pay the employee the fortnightly full-time rate for a period of three months from the date the position's hours are reduced. The employee will work only the reduced hours for this position during this period. At the end of the three-month period, AHL will pay the employee an additional \$2,000 as compensation for the compulsory reduction in hours.
- 5.38 The provisions of Clause 5.37 do not apply to a designated part-time position where the hours are further reduced by management initiative after the date of commencement of this Agreement. Clause 5.37 also does not apply to non-ongoing employees.
- 5.38.1 The Chief Executive Officer has discretion to approve payment under Clause 5.37 that would otherwise be disallowed under Clause 5.38, where he/she is satisfied that special circumstances exist.

Shift Workers

- 5.39 An employee will be considered a shift worker if rostered to carry out ordinary hours of duty outside the period 7.00am to 7.00pm, Monday to Friday, or at any time on Saturdays, Sundays or public holidays for an ongoing or fixed period.

- 5.40 The ordinary hours each day will be worked within a spread of 12 hours from starting time, inclusive of meal breaks. Where necessary, broken shifts may be rostered.
- 5.41 As far as practical and sensible to do so, AHL will endeavour to allow 10-hour shift breaks where possible. Each circumstance raised will be considered on its individual merits and an answer will be given within fourteen days.
- 5.42 Except as provided for Hostel Managers, Houseparents and Residential Youth Workers set out below, the following penalty rates will apply to all employees:

Ordinary Duty	Penalty rate
Ordinary hours worked between 7pm and 7am	30%
Ordinary hours worked on Saturday	50%
Ordinary hours worked on Sunday	50%
Ordinary hours worked on a public holiday	150%

- 5.42.1 Change to rostered hours of duty can be by mutual consent at any time or by amendment of the roster with 7 days notice.
- 5.43 In the absence of consent or 7 days notice, employees will be paid the appropriate overtime penalty rates for work outside the previously rostered hours of duty. Payment of penalty rates on this basis will be continued for each changed shift until employees have received 7 days notice of shift change.
- 5.44 The penalty rates in clause 5.42 are not payable where AHL is unable to give 7 days' notice because of the sickness or unanticipated absence of another employee.

Penalty Rates for Hostel Managers, Houseparents and Residential Youth Workers

All Hostel Managers, Houseparents and Residential Youth Workers will be entitled to the following penalty rates:

Ordinary Duty	Penalty Rate
Ordinary hours worked on Saturday	50%
Ordinary hours worked on Sunday	50%
Ordinary hours worked on a public holiday	150%

An Irregular or Intermittent Employee

- 5.45 Intermittent or Irregular employees will receive a 20% loading for all hours worked Monday to Friday 7.00 am to 7.00 pm on their hourly rate of salary in lieu of access to paid leave (other than Long Service Leave) and payment for public holidays, unless they actually work on the public holiday. On Saturday, Sundays and public holidays the loading will set at the equivalent penalty rates as set out in Clause 5.42.
- 5.46 The minimum period of engagement for an Intermittent or Irregular employee is four hours.
- 5.47 Where possible, Intermittent or Irregular employees should not be employed for more than 22.5 hours in any pay period. Temporary staffing needs of more than three working days should be made on a specified term or specified task basis, i.e. a fixed term engagement.

- 5.48 Intermittent or Irregular employees are not to be employed on shift work where the placement could reasonably be filled by another non-ongoing or ongoing employee.

The Chief Executive Officer will determine where a placement by an ongoing or non-ongoing employee is reasonable.

Annual Recreation Leave (ARL) Penalties

- 5.49 If an employee is on ARL they will be entitled to 50% of the penalties they would have ordinarily received had they not been on leave.

Flexitime

- 5.50 The AHL Flexitime Scheme will contain the following features –

- All administrative employees up to and including APS 6 and equivalents are eligible to participate;
- Flexitime attendance will be recorded electronically;
- The span of hours (bandwidth) that will apply to daily attendance will be 7:00 am to 7:00 pm;
- Employees and managers may agree on a usual work pattern that will form the basis of the employee's regular hours;
- The flexitime settlement period will be two weeks (ten working days);
- The maximum carryover of flexitime credits will be 5 working days;
- The maximum carryover of flexitime debits will be 10 hours. Any debit in excess of fifteen hours will be acquitted as leave without pay;
- A manager may instruct an employee to revert to standard hours if the manager reasonably believes that the employee's attendance is unsatisfactory or has not complied with the provisions of this subclause;
- Limits and credits relating to part-time employees will be calculated on a pro-rata basis;
- Core hours for Administrative employees is the period between 10.00 am and 12.00 noon and 2.00 pm and 4.00 pm. An employee is required to be at the employee's place of work during this time, unless the employee has approval to be absent on either Flexitime or another form of approved leave

- 5.51 The Flexitime provisions outlined in this Clause establish a Flexitime standard across AHL. However, local Flexitime agreements may be made between the relevant employees and supervisors in consultation with the Regional or Divisional Manager.

- 5.52 All on-duty time, including work related travel during the usual span of Flexitime hours is to be recorded as Flexitime.

- 5.53 A nominated manager may require an employee to work standard hours for a specific period of time where the employee has not complied with his/her obligations under this Agreement, or for other reasons related to underperformance or misconduct. The nominated manager will provide the employee with written confirmation of the reason for such a requirement and the specified period for which it will continue.

- 5.54 The features in subclause 5.50 will form the basis of guidelines on the operation of flexitime in AHL.

Overtime

- 5.55 Overtime requires the prior approval of the Chief Executive Officer or his or her delegate.

- 5.56 Overtime is payable to employees classified up to and including APS 6 who are approved to work in excess of the employee's agreed or specified hours of work.
- 5.57 Overtime is payable to part-time employees who are directed to work beyond their normal daily hours.
- 5.57.1 Overtime will be paid to part-time employees at the employee's basic hourly rate until they have worked a total of 37.50 hours in a week and thereafter at the rates specified at clause 5.59.
- 5.58 An employee may decline to work overtime, if the employee can reasonably demonstrate that the overtime would result in the employee working hours that are unreasonable having regard to the employee's personal circumstances or the employee's health and safety.
- 5.59 Overtime will be calculated at the rate in the table. For calculation purposes, time worked will be rounded to the nearest quarter hour.

Period	Rate
Monday to Saturday	Time and one half for the first three hours and double time thereafter.
Sunday	Double time.
Public Holidays, for any other hours	Double time and one half.

- 5.60 Where overtime is payable for work performed on a weekend or a public holiday, or if hours worked on a weekday are not continuous with normal hours of duty, the minimum period for payment will be two hours.
- 5.61 Where an employee is directed to work outside the span of hours, the employee should not resume normal duty until they have had a break of at least 10 hours. If the break includes part of the standard day, then the employee will receive their normal salary and will accrue flexitime during that period. If, due to operational requirements, the employee is unable to take a break, then the employee will receive payment at double time until they are able to take a break.
- 5.62 With the agreement of their manager, employees may elect to take time off in lieu as an alternative to overtime. Time granted will be calculated at the rate in subclause 5.59.

Time Off in Lieu (TOIL)

- 5.63 The parties recognise that there are regular instances of employees who do not have access to Flexitime working beyond their normal working hours. Those employees may work flexible hours in consultation with their manager and have access to time off in lieu (TOIL) where operational requirements permit.
- 5.64 AHL will develop and maintain guidelines that will assist managers and employees in arriving at agreements on how TOIL will operate. AHL managers will ensure that employees receive access to TOIL of excess hours, in keeping with the guidelines.

Banked Leave

- 5.65 Approval can be given to allow Hostel Managers, Houseparents, Relief Managers and Residential Youth Workers, to work on their usual days off, creating a credit of time to be known as 'Banked Leave'. Approval to bank leave days must be obtained from the Regional Manager.

- 5.66 To ensure that Hostel Managers and Houseparents balance their work and personal life, banked leave will be limited to no more than 10 days at any one time. More than 10 banked days can only be held with the written approval of the Chief Executive Officer.
- 5.66.1 Houseparents must have the approval of the Chief Executive Officer to work during school vacation periods.

6. SALARY AND RELATED MATTERS

Salary Increases

- 6.1 In recognition of the commitment by employees to performance and productivity improvement existing salaries will be increased during the life of this Agreement as follows:
- 6.2 On commencement of this agreement:
- 6.2.1 Employees who are currently paid below pay point 4 for their classification and whose current full-time-equivalent annual salary does not align exactly to one of the specified pay points in the Current Salary column at Appendix 2, will receive a salary increase to bring their salary to the next highest pay point in the Current Salary range; then
- 6.2.2 Employees whose current full-time-equivalent annual salary is below the Salary Threshold for their classification as shown at Appendix 3, will receive a pay increase to bring their salary to the Salary Threshold; then
- 6.2.3 All employee salaries will increase by 3%
- 6.3 3% per cent from 1 July 2012
- 6.4 3% per cent from 1 July 2013
- If an employee is rated less than satisfactory this increase may be deferred until performance is rated as satisfactory.
- 6.5 There will be no pay point progression during the life of this agreement except in accordance with Clauses 6.11 and 6.51.

Payment of Salary

- 6.6 Employees will be paid fortnightly in arrears by electronic funds transfer to a recognised financial institution account of their choice based on the following formula:

$$\text{Fortnightly pay} = \frac{\text{Annual Salary} \times 12}{313}$$

Method of Payment

- 6.7 Employees will be provided with either printed payslips or access to a printable electronic copy.
- 6.8 Employees on continuous leave for more than 4 weeks will be provided with printed payslips unless the employee indicates these are not required.

Salary on Commencement

- 6.9 Except as determined elsewhere in this Agreement, an employee who commences in AHL will be paid salary at the minimum of the pay range for the employee's classification, as depicted in Appendix 2 .
- 6.10 An employee who commences in AHL on engagement, promotion or transfer will be paid within the range depicted in Appendix 2, unless the Chief Executive Officer determines that another rate should apply to the employee.

Salary Flexibility

- 6.11 The Chief Executive Officer may determine that an employee may be paid at a rate that is different to that shown at Appendix 2. In such circumstances, any salary advancement following performance appraisal will be subject to at least satisfactory performance, with the salary advancement being determined by the Chief Executive Officer.
- 6.12 The Chief Executive Officer may not determine a salary which is below the minimum salary point of the relevant classification applying to the employee.

Salary Packaging

- 6.13 Flexible Remuneration Packaging is available to employees covered by this Agreement on a salary sacrifice basis.
- 6.14 Unless stated otherwise in this Agreement, the salaries at Appendix 2 will be used when determining salary for all purposes including superannuation, severance and termination payments.
- 6.15 Flexible Remuneration Packaging is being offered to employees on the basis that it will involve no additional costs to AHL. Accordingly, any administrative or associated costs involved as a result of Flexible Remuneration Packaging arrangements will be met by the employee.
- 6.16 Employees entering into Flexible Remuneration Packaging will also be required to demonstrate that they have first received professional financial advice. The cost of this advice is the employee' responsibility.
- 6.17 AHL's Flexible Remuneration Packaging Guidelines contain a detailed description of the policy on this subject.

Superannuation Choice

- 6.18 The default superannuation fund for employees working in AHL is the 'Public Sector Superannuation Accumulation Plan (PSSap)'. All employees have an option under the *Superannuation Guarantee (Administration) Act 1992* to choose an alternative superannuation fund.

Salary for Superannuation Purposes

- 6.19 Except where a higher rate is maintained in accordance with the rules of the superannuation scheme and / or legislation, salary for all superannuation purposes is the salary provided for in the salaries schedule at Appendix 2 and first aid allowance where applicable.

Employer Superannuation Contributions

- 6.20 The Agency will make compulsory employer contributions as required by the applicable legislation and fund requirements.
- 6.21 Employer contributions to the PSSap will be 15.4% of the employee's fortnightly contribution salary [or ordinary time earnings]. Employer contributions for employees in other accumulation schemes will be at the same rate as for employees in PSSap. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements. This clause does not apply where a superannuation fund cannot accept employer superannuation contributions (e.g. unable to accept contributions for people aged over 75).
- 6.22 With the exception of unpaid Maternity Leave, employer superannuation contributions will not be paid on behalf of employees during periods of unpaid leave that does not count as service, unless otherwise required under legislation.
- 6.23 The Agency Head may choose to limit superannuation choice to complying superannuation funds that allow employee and/or employer contributions to be paid through fortnightly electronic funds transfer using a file generated by the Agency's payroll system.

Supported Salary

- 6.24 An employee who is affected by a disability may be eligible for a supported wage.
- 6.25 Eligible employees shall be paid the percentage of salary that corresponds to their assessed productive capacity, provided that the minimum amount payable shall not be less than \$71 per week or amount as amended from time to time by Fair Work Australia.
- 6.26 Assessment of productive capacity shall be by AHL and a representative nominated by the employee, in consultation with the employee. The assessment will be recorded in an Assessment Instrument.
- 6.27 AHL will lodge agreed Assessment Instruments with the Industrial Registrar of the Fair Work Australia.
- 6.28 Reviews of assessment of an employee's productive capacity will be conducted annually or earlier on reasonable request consistent with the Supported Wage System.

Salary above Minimum Rate

- 6.29 The Chief Executive Officer may authorise payment of salary above the minimum salary rate for the relevant classification on commencement or during the life of this Agreement where the experience, qualifications and skills of the employee warrant payment of such a salary.

Salary for Employees Working at a Lower level

- 6.30 For the purposes of this clause, 'lower classification' means where the salary formerly received by the employee exceeds the maximum level of the lower classification to which the employee moves.
- 6.31 Where an employee is reassigned duties at a lower classification, the sum of service at a higher classification, which is more than the minimum salary of the lower classification, will count towards service at the lower salary classification.

Temporary Assignment of Duties

- 6.32 Where an employee agrees in writing to be temporarily assigned the duties of a position with a lower classification than the employee's permanent classification, the Chief Executive Officer may determine by an instrument in writing that the employee shall be paid a rate of salary applicable to the lower classification for the agreed time.

Permanent Reduction

- 6.33 Where an employee agrees in writing to an on-going reduction in classification, the Chief Executive Officer will determine an appropriate rate of salary.

Salary on Movement from Another Agency

- 6.34 At the discretion of the Chief Executive Officer, an employee moving to AHL whose salary in their previous agency exceeds the current minimum rate of the AHL range, salary will be maintained on his/her current rate of salary until such time as the salary difference is absorbed by AHL pay increases.
- 6.35 At the discretion of the Chief Executive Officer, an employee moving to AHL whose salary in their previous agency exceeds the current maximum rate of the AHL range, salary will be maintained on his/her current rate of salary until such time as the salary difference is absorbed by AHL pay increases.

Salary on Promotion

- 6.36 Where an employee is promoted, salary will be payable at the minimum of the salary range attached to the higher classification or another salary agreed with the Chief Executive Officer .

Recovery of Overpayments and Other Debts to AHL

- 6.37 Salary, salary related and other debts that an employee or former employee owes to AHL will be recovered in accordance with the Employee Debt Recovery Policy as varied from time to time.

Higher Duties Allowance (HDA)

- 6.38 Where an employee has been assigned to temporary duties at a higher classification level than their current classification, Higher Duties Allowance (HDA) may be paid subject to Clauses 6.39 to 6.45 inclusive.

Minimum period of Higher Duties Allowance (HDA)

- 6.39 HDA is payable for a single day or longer.
- 6.40 The assignment of higher duties for less than a day will be disregarded for all purposes for all employees.

Level of Payment of Higher Duties Allowance (HDA)

- 6.41 An employee temporarily assigned all the duties of a position of higher classification will be paid an allowance equal to the difference between the employee's own salary and the minimum salary level of the higher position.

- 6.42 The Chief Executive Officer may direct that only a proportion of the full higher duties allowance be paid, where only a part of the higher position's duties is assigned.
- 6.43 Where an employee is absent on paid leave, or observes a public holiday, and he/she has been temporarily assigned duties at a higher classification, payment of a higher duties allowance will continue during the absence as if the employee was at work, to the extent of the continued operation of the direction, providing the employee returns to work in the same position, or one of the same level.
- 6.44 If the period of paid leave is at less than full pay (e.g. sick leave at half pay, or leave without pay), the payment of the HDA will be adjusted accordingly.
- 6.45 Where a non-SES employee is required to temporarily perform the duties of an SES position for a period greater than two weeks, the remuneration will be determined by the Chief Executive Officer.

Performance Management System

- 6.46 All employees, except for non-ongoing employees who are employed for less than 12 months, will participate in the AHL Performance Management Program as per the AHL Enterprise Agreement Guidelines.
- 6.47 The aim of the Performance Management Program is to improve individual and organisational performance through creating an organisational culture where high performance is encouraged and recognised and under-performance is effectively managed.
- 6.48 Staff appraisals must be discussed with the employee within four weeks of the form being submitted to the supervisor or nominated manager. Should this not be done, then the employee may take the form to the next higher manager.
- 6.49 The AHL Performance Management Program is a living document and is intended to provide structured support for, rather than to replace, the day-to-day provision of guidance, recognition and exchange of feedback in AHL's workplaces.
- 6.50 The underlying principles of the PMP will be based on natural justice and constant feedback aimed at ensuring there are "no surprises" in relation to performance matters.

Pay Point Progression

- 6.51 Access to pay point progression will apply from 1 July 2013 where:
- 6.51.1 the employee's performance has been assessed at least at the satisfactory level; and
the employee's assessment under the Performance Management Program demonstrates that they have made a satisfactory contribution to productivity improvements; and

the employee's assessment under the Performance Management Program demonstrates actual improvement in capability and everyday performance;
and

the employee is not already at the top pay point for their classification.
- 6.52 Where the requirements of clause 6.51.1 have been met, an employee will progress 1 pay point from their Performance Management Program anniversary date.

Productivity Bonus

- 6.53 To recognise staff contribution to genuine, measurable productivity improvements and identified efficiencies achieved from the implementation of the Reservation Management System, all Ongoing, Non-Ongoing Specified Term and Specified Task employees who are employed at the date of commencement of this agreement will be paid a one-off Productivity Bonus.
- 6.53.1 Full-time employees will receive a bonus of \$500 gross.
- 6.53.2 Subject to clause 6.52.3, part-time employees will receive a gross pro-rata bonus calculated using the following formula -
(part-time fortnightly hours ÷ 75) multiplied by \$500
- 6.53.3 The minimum bonus payable will be \$200 gross
- 6.53.4 The bonus will be paid on the first available pay date after 08 December 2011, when savings made from the Reservation Management System will be fully realised.

Management Initiated Movement

- 6.54 If occupancy rates are at an unsatisfactory level, the Chief Executive Officer, or his/her delegate will advise the Hostel Manager or Houseparent of such in writing. AHL will advise and assist the Hostel Manager or Houseparent with suggestions to improve the level of occupancy. However, if after a period of three months the occupancy level is still unsatisfactory, then AHL reserves the right to move the Hostel Manager or Houseparent to another location.
- 6.55 Reasonable costs of such movement will be met by AHL in accordance with AHL Guidelines.

Accelerated Advancement – AHL Trainees (Administrative)

- 6.56 AHL Trainees (Administrative) employees will be assigned a classification within the AHL Broadband 1 and undertake a course of study determined by the Chief Executive Officer.
- 6.57 On successful completion of their training requirements and subject to the provisions of clause 6.57.1 the classification of AHL Trainees (Administrative) will be not less than the APS2 classification level. The salary will be the base point of the APS2 classification level unless the Chief Executive Officer determines otherwise having regard to the experience, qualification and skills of the employee.
- 6.57.1 Salary advancement within the AHL Broadband 1 is dependent on the availability of work at the APS 2 classification level and the application of the merit principle when assigning duties at the APS 2 classification level.

7. LEARNING AND DEVELOPMENT

- 7.1 The AHL Building Capability Strategy is focused on continual improvement to assist in the development of AHL as an organisation and its employees by encouraging them to reach their potential through individual and collective contributions in support of the strategic plan and outcomes of AHL.

7.2 AHL provides training and development opportunities for employees including:

- Orientation/induction sessions;
- Training relevant to the job, including on-the-job training;
- Internal rotation scheme;
- Seminars, presentations, conferences and workshops; and
- Professional development opportunities.

7.3 Details of learning and development opportunities can be found in the AHL Building Capability Strategy.

Study Assistance Scheme

7.4 AHL encourages its employees to undertake formal study in fields which are relevant to AHL's corporate goals. In support of that, AHL may provide study assistance in the form of financial support and time-off from duty to attend classes.

7.5 The level of assistance will be determined in accordance with the AHL Studybank Guidelines. By way of an indication, employees who are accepted as approved students may receive payment in reimbursement of fees of up to 50% of the cost of a course following successful completion.

Facilitation of Employee Feedback

7.6 AHL commits to offering regular opportunities for employees to give their feedback and views on matters that affect them as AHL employees.

7.7 Without limiting the methods for obtaining feedback, AHL will conduct staff surveys at least every two years.

Employee Assistance Program (EAP)

7.8 AHL will engage a provider of an Employee Assistance Program (EAP), to offer a professional, confidential support and counselling service to AHL employees and their families.

Trainee Hostel Managers

7.9 Trainee Hostel Managers / Houseparents may be employed under this Agreement. The following arrangements will apply to existing AHL employees:

7.9.1 All AHL employees are eligible to participate in the Trainee Hostel Manager / Houseparent program;

7.9.2 A Trainee Hostel Manager / Houseparent will remain in their usual ordinary salary for the first 6 months, or shorter period, where all training requirements have been met;

7.9.3 Training may include periods spent in Hostels, Regional Offices or Central Office;

7.9.4 Where a Trainee Hostel Manager / Houseparent successfully completes all training requirements, the employee will be encouraged to apply for Hostel Manager / Houseparent positions via competitive selection;

7.9.5 Where a Trainee Hostel Manager / Houseparent cannot be placed in a Hostel Manager's / Houseparent's position within 6 months, or he / she does not successfully complete all training requirements, he / she will revert to his / her previous or equivalent position.

8 MANAGEMENT OF EXCESS EMPLOYEES

Application

- 8.1 The provisions of this clause apply to AHL employees who are excess to requirements, except for non-ongoing employees and employees on probation.
- 8.2 The Chief Executive Officer may declare an employee to be excess where:
- the employee is included in a class of employee in AHL, which class comprises a greater number than is necessary for the efficient and economical working of AHL; or
 - the services of the employee cannot be effectively used because of technological or other changes in the methods, or changes in the nature, extent or organisation of the functions of AHL; or
 - the duties usually performed by the employee are to be performed at a different locality, and the employee is not willing to perform duties at the locality and the Chief Executive Officer has determined that the provisions of this clause will apply to that staff member.
- 8.3 Where an employee becomes excess or is potentially excess, the Chief Executive Officer will discuss possible options with the employee, including:
- to redeploy the employee at their current classification level, within AHL or elsewhere in the APS;
 - to redeploy the employee at a lower classification level;
 - to transfer another employee to the position of the excess employee and the former employee accepting immediate retrenchment under paragraph (iv); or
 - to terminate the employee's employment under subsection 29 (3) (a) of the *Public Service Act 1999* – referred to in this clause as retrenchment.

Redeployment

- 8.4 Where the Chief Executive Officer chooses options (i) or (ii) above, AHL will examine all current or potential vacancies within AHL and will canvass Managers to identify redeployment opportunities.
- 8.5 An excess employee who is an applicant for a vacancy in AHL at or below the employee's substantive level will be considered in isolation from and not in competition with other applicants.
- 8.6 An excess employee may request that AHL canvass other APS agencies to identify possible redeployment opportunities. AHL may engage external redeployment providers to facilitate the process.
- 8.7 If, after a reasonable period of time, the Chief Executive Officer forms the view that redeployment is not feasible, the Chief Executive Officer may reconsider the options under subclause 8.8.

Voluntary Retrenchment

- 8.8 Where the Chief Executive Officer chooses option (iv) above, the Chief Executive Officer may invite the employee in writing to accept an offer of voluntary retrenchment.
- 8.9 At the time of making the offer of voluntary retrenchment, AHL will provide the employee with information relating to the severance payments that will apply to the employee, the amounts of payment in lieu of accrued leave, the taxation treatment on those amounts and the options available to the employee in relation to superannuation benefits.

- 8.10 AHL will meet reasonable costs for the employee to receive financial advice prior to making a decision to accept or decline the offer.
- 8.11 An employee who is made an offer of voluntary retrenchment must either accept or decline the offer in writing, not before seven days and not later than twenty-one days after the date on which the offer is made, unless the Chief Executive Officer agrees to alter those timeframes.
- 8.12 At any time prior to the date on which the employee's employment is terminated, the Chief Executive Officer may withdraw the offer of voluntary retrenchment.
- 8.13 Only one offer of voluntary redundancy will be made to an excess employee.

Involuntary Retrenchment

- 8.14 Subject to subclauses 8.15 and 8.16 of this Agreement, the Chief Executive Officer may involuntarily terminate the employment of an excess employee, under subsection 29(3) of the *Public Service Act 1999*, at the end of the retention period as defined in subclause 8.17.
- 8.15 An excess employee will not have their employment terminated involuntarily if the employee has not been invited to accept an offer of voluntary redundancy under the terms of subclause 8.8.
- 8.16 An excess employee will not have their employment terminated involuntarily without being given 4 weeks notice (or 5 weeks notice for an employee over 45 with at least 5 years of continuous service) of termination of employment, or payment in lieu of notice. As far as practicable, these periods of notice will be concurrent with the retention periods as defined in subclauses 8.17.

Retention Period

- 8.17 An excess employee who does not agree to be retrenched with the payment of a redundancy benefit will be entitled to the following period of retention:
- 56 weeks where the employee has 20 years or more service or is over 45 years of age; or
 - 30 weeks for all other employees.
- 8.18 If an employee is entitled to a redundancy payment under the National Employment Standards, the retention period at clause 8.17 will be reduced by the employee's redundancy pay entitlement under the National Employment Standards on termination, calculated as at the expiration of the retention period (as adjusted by this clause).
- 8.19 The retention period will commence on the earlier of the following:
- the day the employee is advised in writing by the Chief Executive Officer that they are an excess employee; or
 - one month after the day on which the Chief Executive Officer invites the employee to accept voluntary redundancy under subclause 8.8 of this Agreement.
- 8.20 During the retention period, AHL will continue to take reasonable steps to find alternative employment for the excess employee, including advising the employee of any employment opportunities known to AHL; and, with 4 weeks notice, may reassign the excess employee to a lower APS classification. In those circumstances, the employee will receive income maintenance to maintain their salary at the previous higher level for the balance of the retention period.

- 8.21 During the retention period the employee will take reasonable steps to find alternative employment and will actively participate in learning and development activities, trial placements or other arrangements to assist in obtaining a permanent placement.
- 8.22 An excess employee may request assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment where these are not met by the prospective employer.
- 8.23 Where an excess employee is required to move their household to a new locality as a result of taking an employment offer they will be entitled to reasonable expenses.

Retention Period – early termination

- 8.24 Where the Agency Head is satisfied that there is insufficient productive work available for the employee within the agency during the remainder of the retention period and that there is no reasonable redeployment prospects in the APS:
- a. the Agency Head may, [with the agreement of the employee], terminate the employee's employment under subsection 29 of the *PS Act*; and
 - b. upon termination, the employee will be paid a lump sum comprising:
 - i. the balance of the retention period (as shortened for the National Employment Standards under sub-clause 8.18) and this payment will be taken to include the payment in lieu of notice of termination of employment, plus
 - ii. The employee's National Employment Standards entitlement to redundancy pay.

Period of Notice

- 8.25 The Chief Executive Officer may give an employee the required notice of termination under subsection 29 (3) of the *Public Service Act 1999*. The period of notice will be 5 weeks for an employee over 45 with at least 5 years of continuous service, or 4 weeks for other employees.
- 8.26 Where an employee is terminated at the beginning of, or within, the notice period, the employee will receive payment in lieu of notice for the unexpired portion of the notice period.

Redundancy benefit

- 8.27 An employee who elects for retrenchment with a redundancy benefit and whose employment is terminated by the Agency Head under s.29 of the Public Service Act 1999 (PS Act) on the grounds that he / she is excess to the requirements of the agency, is entitled to payment of a redundancy benefit of an amount equal to two weeks' salary for each completed year of continuous service, plus a pro-rata payment for completed months of service since the last completed year of service, subject to any minimum amount the employee is entitled to under the National Employment Standards (NES).
- 8.27 The minimum sum payable will be 4 weeks' salary and the maximum will be 48 weeks' salary.
- 8.28 The redundancy benefit will be calculated on a pro-rata basis for any period where an employee has worked part-time hours during his or her period of service and the employee has less than 24 years of full-time service, subject to any minimum amount the employee is entitled to under the National Employment Standards.

8.29 Service for Severance Pay Purposes

Service for severance pay purposes means:

- (i) Service in the Australian Public Service (APS);
- (ii) Government service as defined in Section 10 of the *Long Service Leave Act 1976*;
- (iii) Service with the Commonwealth (other than service with a Joint Commonwealth-State body corporate in which the Commonwealth does not have a controlling interest) which is recognised for long service leave purposes;
- (iv) Service with the Australian Defence Forces; and
- (v) Service in another agency, where the employee was moved from the APS to that agency with a transfer of function; or an employee engaged by that agency on work within a function is appointed as a result of the transfer of that function to the APS; and such service is recognised for long service leave purposes.

8.30 For earlier periods of service to count there must be no breaks between the periods of service, except where the break in service was less than 1 month and occurred where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer.

8.31 Any period of service that was terminated by way of:

- (i) An employee being excess to requirements;
- (ii) An employee lacking or losing an essential qualification;
- (iii) Physical or mental incapacity;
- (iv) Non-performance or unsatisfactory performance of duties;
- (v) Failure to complete an entry-level training course;
- (vi) Failure to meet a condition imposed under subsection 22(6) of the *Public Service Act 1999*;
- (vii) Breach of the APS Code of Conduct; or
- (viii) Voluntary retirement at or above the minimum retiring age applicable to the employee or with the payment of an employer-financed retirement benefit,

will not count as service for severance pay purposes.

8.32 Absences from work that do not count as service for Long Service Leave purposes will not be recognised as service for severance pay purposes.

Interaction with the *Fair Work Act 2009*

8.33 Where an employee refuses an offer of voluntary redundancy they will enter into a retention period in accordance with clause 8.17 and a nominal expiry date will be advised to the employee. However, the actual cessation date will be the nominal expiry date minus the total period of redundancy pay period weeks as set out in s.119 of the *Fair Work Act 2009*.

8.34 This subclause is subject to any amendments made to a Commonwealth Act or Regulation.

9 TERMINATION OF EMPLOYMENT

Resignation or Retirement

9.1 An employee may resign or retire from AHL by giving at least two weeks' written notice. The Chief Executive Officer or delegate may agree to a lesser period of notice.

- 9.2 An employer must not terminate an employee's employment unless the employer has given the employee written notice of the day of the termination (which cannot be before the day the notice is given).
- 9.3 AHL has the right to deduct any outstanding monies owed to AHL from the employee's final payments.

Termination of Employment by AHL

- 9.4 The sole and exhaustive rights and remedies of an employee in relation to termination are those available under:
- (i) the *Fair Work Act 2009*;
 - (ii) other Commonwealth laws (including the Constitution); and
 - (iii) common law.
- 9.5 Termination of employment, or a decision to terminate employment, cannot be reviewed under the dispute resolution procedures set out in clauses 2.16 to 2.23 of this agreement.

10 TERMINATION OF NON-ONGOING APS EMPLOYEES

- 10.1 Where a non-ongoing employee who has been engaged for a specified term is terminated before the expiry date of the specified term because:
- The duties for which they were engaged are no longer available;
 - The duties in relation to which they were engaged have been completed ahead of time; or
 - a decision has been made that those duties are no longer required to be performed compensation will be provided on the following basis:

<u>Period of Service Forgone</u>	<u>Compensation</u>
Not More than 6 Months	Nil
More than 6 months but not more than 12 Months	4 weeks salary
More than 12 months but not more than 18 Months	8 weeks salary
More than 18 months but not more than 24 Months	12 weeks salary
More than 24 months but not more than 30 Months	16 weeks salary
More than 30 months but not more than 36 Months	20 weeks salary

11 SAVINGS CLAUSE

- 11.1 On commencement of this Agreement, an employee in receipt of Remote Locality Leave Fares or District Allowance will continue to receive the Remote Locality conditions set out in the Guidelines.
- 11.2 Existing employees as at 27 January 1999, who were in receipt of 100% penalty rates on Sundays as at that date will continue to receive that rate.

APPENDIX 1: DEFINITIONS AND INTERPRETATION

In this agreement, unless there is a contrary intention, the following definitions apply –

This Agreement means the *Aboriginal Hostels Limited Enterprise Agreement 2014-2014*

Adoption means the legal adoption of a child under 16 years of age under state or territory adoption legislation and in accordance with the *Fair Work Act 2009*

APS means the Australian Public Service

APS Level means classification levels below Executive Levels

Bandwidth means the hours between 7 am and 7 pm on a working day, including public holidays

Casual employee is an employee employed on an irregular or intermittent basis.

Documentary evidence means a certificate signed by a registered health practitioner or statutory declaration

AHL means Aboriginal Hostels Limited

Delegate means the person holding a position, to which the Chief Executive Officer has assigned certain authorisation responsibilities

Employee, unless otherwise specified, means an employee of the Aboriginal Hostels Limited who is employed under the *Public Service Act 1999*. Employees may be ongoing or non-ongoing; part-time or full-time

Executive Level Employee means an employee at Executive Level 1 or Executive Level 2

Family means:

A spouse or partner of the employee irrespective of gender (including a former spouse or partner); and/or

A child (including an adopted child, a step-child, foster child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee; and/or

A child (including an adopted child, a step-child, foster child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee's spouse or partner;

A member of an employee's household; and/or

Traditional kinship where there is a relationship or obligation, under the customs and traditions of the community or group to which the employee belongs.

Household Member are those who live under the same roof as the employee

Immediate Family means a spouse or partner of the employee irrespective of gender (including a former spouse or partner); and/or

A child (including an adopted child, a step-child, foster child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee; and/or

A child (including an adopted child, a step-child, foster child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee's spouse or partner;

A member of an employee's household; and/or

Traditional kinship where there is a relationship or obligation, under the customs and traditions of the community or group to which the employee belongs

Irregular or Intermittent means a non-ongoing employee who is engaged on an irregular or intermittent basis

Hostel Manager or Houseparent means an employee who is responsible under the direction and control of the relevant Regional Manager for the supervision, control and operation of a hostel

Non-ongoing employee is as defined in the *Public Service Act 1999*

Ongoing employee is as defined in the *Public Service Act 1999*

Partner means a person who, regardless of gender, is living in a common household with the employee in a bona fide, domestic, interdependent partnership, although not legally married to the employee.

Youth Worker Means an employee engaged in the Indigenous Youth Mobility Program (IYMP) or other AHL facilities

Parties means the parties to this Agreement as detailed in Clause 1

Chief Executive Officer means the Chief Executive Officer of Aboriginal Hostels Limited or his / her delegate

Shiftworker means an employee rostered to carry out ordinary hours of duty outside the period 7.00am to 7.00pm, Monday to Friday, or at any time on Saturdays, Sundays or public holidays for an ongoing or fixed period.

Standard Day means 7 hours and 30 minutes per day worked between the hours of 8:30 am and 5:00 pm

APPENDIX 2: SALARY TABLES

Classification	Designation	Current Level	Current Salary	Salary on commencement	Salary from 01 July 2012	Salary from 01 July 2013	
EL2	Administrative Staff	4	104,886	108,033	111,274	114,612	
		3	99,623	106,649	109,849	113,144	
		2	95,970				
		1	92,452	105,266	108,424	111,677	
EL1	Administrative Staff Operations Manager	4	88,796	91,460	94,204	97,030	
		3	85,497	90,020	92,721	95,502	
		2	82,326				
		1	79,276	88,580	91,237	93,975	
APS6	Administrative Staff IYMP Project Managers	4	71,399	73,541	75,747	78,020	
		3	68,655	71,739	73,891	76,108	
		2	66,012				
		1	63,475	69,937	72,035	74,196	
APS5	Administrative Staff Hostel Manager & Houseparent Level 4 APS 5 (GSO9)	4	61,144	67,364	69,385	71,466	
		3	60,783	65,406	67,368	69,389	
		2	59,133				
		1	57,616	63,448	65,351	67,312	
APS4	Administrative Staff IYMP Residential Youth Workers	4	55,800	57,474	59,198	60,974	
		3	54,407	57,217	58,933	60,701	
		2	53,227				
		1	52,185	56,959	58,668	60,428	
APS3	Hostel Manager & Houseparent Level 3 APS 3 (GSO8)	4	53,227	54,824	56,469	58,163	
		3	52,185	53,244	54,841	56,486	
		2	51,160				
		1	50,159	51,664	53,214	54,810	
	Hostel Manager & Houseparent Level 2 APS 3 (GSO7)	4	49,174	50,649	52,169	53,734	
		3	48,210	50,611	52,129	53,693	
		2	47,266				
		1	46,337	50,573	52,090	53,653	
	Administrative Staff	4	49,769	51,262	52,800	54,384	
		3	48,512	50,918	52,445	54,018	
		2	47,266				
		1	46,337	50,573	52,090	53,653	

Classification	Designation	Current Level	Current Salary	Salary on commencement	Salary from 01 July 2012	Salary from 01 July 2013
APS 2	Hostel Manager & Houseparent Level 1 APS 2 (GSO6)	4	44,537	45,873	47,249	48,667
		3	43,666	45,133	46,487	47,882
		2	42,810			
		1	41,970	44,393	45,725	47,097
AHL Broadband 1 - APS2	Administrative Staff	4	44,895	46,242	47,629	49,058
		3	42,810	45,317	46,677	48,077
		2	41,970			
		1	41,146	44,393	45,725	47,097
AHL Broadband 1 - APS1	Administrative Staff	4	39,538	40,724	41,946	43,204
		3	37,975	38,785	39,949	41,147
		2	36,973			
		1	35,773	36,846	37,952	39,090
APS1	Cook, Night Attendant, Recreation Officer APS 1 (GSO3)	4	39,549	40,735	41,958	43,216
		3	38,546	39,184	40,360	41,571
		2	37,541			
		1	36,537	37,633	38,762	39,925
	Domestic, Kitchenhand, Maintenance Officer, Laundry Assistant APS 1 (GSO2)	4	35,822	36,897	38,004	39,144
		3	35,118	35,833	36,908	38,015
		2	34,430			
		1	33,756	34,769	35,812	36,886

AGED CARE SALARY TABLE

Classification	Designation	Current Level	Current Salary	Salary on commencement	Salary from 01 July 2012	Salary from 01 July 2013
APS6-rn	Director of Nursing and Clinical Nurse (Registered Nurse 3)	4	85,324	87,884	90,520	93,236
		3	83,418	84,843	87,388	90,010
		2	81,509			
		1	79,420	81,803	84,257	86,784
APS5-rn	Registered Nurse 2	4	76,254	78,542	80,898	83,325
		3	74,818	76,026	78,307	80,656
		2	73,429			
		1	71,369	73,510	75,715	77,987
APS4-rn	Registered Nurse 1	4	68,509	70,564	72,681	74,862
		3	67,137	66,257	68,245	70,292
		2	65,769			
		1	60,146	61,950	63,809	65,723
APS 2	Admin Support Officer and Activities Officer	4	46,472	47,866	49,302	50,781
		3	45,211	46,130	47,513	48,939
		2	43,871			
		1	42,570	44,393	45,725	47,097
APS1-en	Enrolled Nurse	4	51,783	53,336	54,937	56,585
		3	50,769	50,259	51,767	53,320
		2	49,774			
		1	45,808	47,182	48,598	50,056
APS 1 (GSO3)	Personal Care Assistant (GSO3)	4	41,139	42,373	43,644	44,954
		3	40,827	41,887	43,144	44,438
		2	40,510	41,401	42,643	43,922
		1	40,195			
APS1	Personal Care Assistant (GSO2)	4	37,452	38,576	39,733	40,925
		3	37,199	38,182	39,328	40,507
		2	36,943			
		1	36,688	37,789	38,922	40,090
APS1	Recreation Officer, Cook, Night Attendant (GSO3)	4	41,139	42,373	43,644	44,954
		3	40,827	41,887	43,144	44,438
		2	40,510	41,401	42,643	43,922
		1	40,195			
APS 1	Domestic, Kitchenhand, Maintenance Officer, Laundry Assistant (GSO2)	4	37,452	38,576	39,733	40,925
		3	37,199	38,182	39,328	40,507
		2	36,943			
		1	36,688	37,789	38,922	40,090

APPENDIX 3

APS SALARY THRESHOLDS as at 28 February 2011	
Classification	Salary Threshold (\$)*
APS 1	32,800
APS 2	43,100
APS 3	49,100
APS 4	55,300
APS 5	61,600
APS 6	67,900
EL 1	86,000
EL 2	102,200

APPENDIX 4: PRINCIPLES RELATING TO WORKPLACE DELEGATES

The role of union workplace delegates and other elected union representatives is to be respected and facilitated.

Agencies and union workplace delegates must deal with each other in good faith.

In discharging their representative roles at the workplace level, the rights of union workplace delegates include but are not limited to:

- the right to be treated fairly and to perform their role as workplace delegates without any discrimination in their employment;
- recognition by the agency that endorsed workplace delegates speak on behalf of their members in the workplace;
- the right to participate in collective bargaining on behalf of those whom they represent, as per the *Fair Work Act*;
- the right to reasonable paid time to provide information to and seek feedback from employees in the workplace on workplace relations matters at the agency during normal working hours;
- the right to email employees in their workplace to provide information and seek feedback, subject to individual employees exercising a right to 'opt out';
- undertaking their role and having union representation on an agency's workplace relations consultative committee;
- reasonable access to agency facilities (including telephone, facsimile, photocopying, internet and email facilities, meeting rooms, lunch rooms, tea rooms and other areas where employees meet. for the purpose of carrying out work as a delegate and consulting with members and other interested employees and the union, subject to agency policies and protocols;
- the right to address new employees about union membership at the time they enter new employment;
- the right to consultation, and access to relevant information about the workplace and the agency; and
- the right to reasonable paid time to represent the interests of members to the employer and industrial tribunals.

In discharging any roles that may involve undertaking union business, the rights of union workplace delegates include but are not limited to:

- reasonable paid time during normal working hours to consult with other delegates and union officials in the workplace, and receive advice and assistance from union staff and officials in the workplace;
- reasonable access to appropriate training in workplace relations matters including training provided by a union;
- reasonable paid time off to represent union members in the agency at relevant union forums.

In exercising their rights, workplace delegates and unions will consider operational issues, departmental policies and guidelines and the likely effect on the efficient operation of the agency and the provision of services by the Commonwealth.

For the avoidance of doubt, elected union representatives include APS employees elected to represent union members in representative forums, including, for example, CPSU Section Secretaries, Governing Councillors and Section Councillors, and APESMA Government Division Committee members.

APPENDIX 5: FACILITIES FOR BARGAINING REPRESENTATIVES

Principles

1. In considering its approach to facilities and protocols for bargaining representatives, the following principles should guide agencies' positions:
 - Agencies acknowledge that bargaining representatives (who may include workplace delegates and elected union officials who are also APS employees) have a legitimate role to play in bargaining for enterprise agreements and should take reasonable steps to facilitate their participation in the bargaining process.
 - Freedom of association must be respected. This includes not only the right to join, or not join a union, but also the right to choose whether or not to become involved in union activity in any way, including whether or not to receive communications from unions.
 - Agency resources are not to be used for promoting or facilitating industrial action of any kind.
 - Participation in the bargaining process should not duly interfere with an APS employee's paid employment.
 - It may be appropriate to provide greater support for a bargaining representative who is representing a large number of agency employees than for a bargaining representative who is representing a small number or a small proportion of agency employees, or only themselves.
 - Right of entry provisions of the Fair Work Act apply at all times during the bargaining period. It is expected that union officials will be invited to attend enterprise bargaining meetings with employer bargaining representatives and so will not need to use right of entry processes for that purpose.
2. The following specific facilities are outlined as a minimum. Agencies are advised that it is not intended that any existing facilities provided be reduced where they exceed the minima.

Minimum facilities for bargaining representatives

Employee Meetings

Agencies to allow bargaining representatives to conduct a round of paid time meetings with employees they represent at the commencement of bargaining and another round of paid time meetings when in-principle agreement has been reached. All other meetings to be conducted during unpaid work breaks.

Meeting Facilities

Bargaining representatives will have access to agency meeting facilities subject to agency needs without undue interference with normal business.

Costs

Unless agreed otherwise by the relevant Agency Head, bargaining representatives will meet their own costs (including travel, accommodation and meals).

Use of emails

Bargaining representatives may access agency email addresses to communicate with the employees they represent.

Attendance at Bargaining Meetings

Bargaining representatives will be provided with reasonable paid time to prepare for and participate in bargaining meetings, subject to operational requirements.

Office Equipment

Reasonable facilities will be made available such as meeting rooms, communication facilities and other office equipment, subject to operational requirements.

Release of Employees from Duty

Agency Heads will facilitate the release of employees to participate in bargaining having regard to the agency's practices and operational needs. In doing so, agencies should consult with relevant unions around the scope of the release and their union delegates involved.

Where an employee is released from duty to participate in bargaining, agencies should do so in such a way that does not affect their existing and/or ongoing entitlements as an employee.

Aboriginal Hostels Limited Enterprise Agreement 2011-2014

For and on behalf of Aboriginal Hostels Limited (the employer covered by the agreement)

Signature

21, 12, 11

Date

Name: Joy Savage
Position: Chief Executive Officer of Aboriginal Hostels Limited
Address: Level 2, Bonner House West, 7 Neptune Street, Phillip ACT 2606

For and on behalf of employees covered by the agreement

Signature

22, 12, 11

Date

Name: Nadine Flood
Position: CPSU National Secretary
Address: 5th Floor, 91-199 Thomas Street, Haymarket NSW 2000

Signature

22, 12, 11

Date

Name: Louise Tarrant
Position: National Secretary United Voice
Address: 303 Cleveland Street, Redfern NSW 2016

Signature

21, 12, 2011

Date

Name: Yvonne Falckh
Position: Northern Territory Branch Secretary, Australian Nursing Federation
Address: 16 Caryota Court, Coconut Grove NT 0810