

## COMMUNITY HEALTH CENTRES Multi Business Agreement 2021

1. Preservation of existing employee entitlement with updated with definitions & language
  - No loss of conditions or entitlements from the current agreement.
  - Non gendered pronouns, references in parental leave etc
  - Improved definitions and removal of ambiguities where found to exist in current agreement.
2. Quantum
  - Claim from members of 3% per annum and to review to fix inconsistencies with levels and increments.
  - Back pay at 3%
3. Dispute Resolution Clause
  - ASU Model clause to be inserted
4. Consultation of Major Change
  - Update to insert ASU Model Clause.
5. Union Representative Clause
  - Updated model clause to be included including induction time.
  - Include entitlement to attend delegate's conference in paid 5 days leave.
6. Flexible Work/Work from Home clause
  - Updated to new ASU Model Clause reflecting changes in style of work and need for increased flexibility.
7. Secure Work
  - More secure employment and less contract/casual staff
  - Clause stipulates conditions for casual staff and disincentives hiring of casual staff. Casual conversion to proceed in a timely manner.
  - Restriction of use of fixed term employment, limitations on use of Labour Hire.
8. Ensure standard work hours with proper loadings and allowances
  - Ordinary work hours to be within 8am-6pm. Work outside of an ordinary day (before 8am and after 6pm) will attract a shift penalty rate.
  - Improved overtime provisions
  - Any variation that includes overtime arrangements needs to be recorded in the wage record.
  - There should be a system for additional remuneration/incentive when working under short staffing conditions
  - Afternoon allowances when working weekend shifts – i.e., 12.5% on top of 50% loading Saturday, 100% loading for Sunday.
  - Bolstered conditions and rights of casual employees including 5 days personal leave to be paid pro rata for casual employees.
  - Part-time and casual employment is for not less than 4 hours daily except by agreement with the employee and employer.
9. Clause to ensure proper supervision, especially for frontline and peer workers.
  - A standardised system of supervision needs to be available for all staff including contractors and casual staff.
  - Supervision to be available during the shift the worker is working on and access to peers for off-site workers through regular staff meetings.
  - A timely and appropriate critical incident debriefing system needs to be always available to all workers.
10. Shut-Downs
  - To reject any attempts for staff to take annual leave at compulsory shutdowns or slow periods.
  - If the Centre closes for business between the Christmas and New Year period, employees affected by this shall be entitled to three additional days of paid annual leave in respect of those days between Christmas Day and New Year's Day which are not public holidays (paid for their normal working days between Christmas Eve Day and New Year's Day in accordance with their ordinary hours of work). These three days will not attract annual leave loading. Workers in other programs that need to keep working for this period will also be granted 3 additional days to be taken at another time of the year.

- If for whatever reason, there is a forced shutdown of business at any time, employees affected, whether permanent, contract or casual, will be paid for this time. Workers will not be required to use any of their normal leave, whether paid or unpaid.

#### 11. Leave Claims

- Updated ASU model clause on Family Violence Leave inserted
- Provision to access extra Mental Health/Wellbeing Leave- 3 days per year.
- Pandemic & Vaccination Leave- Capacity to work from home or leave when required to isolate. Paid vaccination time
- Menstruation/Menopause Leave- consideration of introduction of new leave entitlement for employees who menstruate. Wording and entitlement to be discussed.
- Personal Leave- Increasing number of personal leave days as per the previous SACS agreement (12 in the first year, 14 in the second, 21 in each subsequent year).
- Updated definitions for Personal/Carers/Compassionate leave.
- Personal emergency leave- limited to 2 days per year;
- Pre-natal Leave – improved definition and entitlements
- Study Leave – improved definition and entitlements
- Community Service Leave - improved definition and entitlements
- Blood Donation Leave- unpaid release from normal duty once every three months to attend Blood Donation services.
- Paid Cultural/Ceremonial Leave - An employee (other than a casual employee) who is required by Aboriginal or Torres Strait Islander community or tradition to be absent from work for the purpose of participating in Aboriginal or Torres Strait Islander cultural activities is entitled to up to 5 days' paid leave per year for these purposes.
- Unpaid Cultural/Ceremonial Leave - Where attendance requires time away from work, employees may apply for any accrued leave to which they may be entitled and shall have reasonable access to flexible work arrangements.

#### 12. Annual Leave

- When taking annual leave, employees may elect to have their wages paid in the usual fashion (i.e., fortnightly) or have it paid in a lump sum, along with leave loading, prior to departure on leave. This must be nominated at the time the leave is approved to allow finance sufficient time to process the request.

#### 13. Parental Leave

- Permanent employee with at least twelve months of continuous service who is the birthing parent is entitled to a total of 14 consecutive weeks' parental leave with full pay.
- Non primary carer entitlement increases to 8 consecutive weeks parental leave at full pay.
- Updated definitions for purpose of defining primary and secondary carer.
- Paid parental leave provisions apply to fixed-term employees who have been employed for at least twelve months of continuous service prior to the commencement of the leave, and who have been employed pursuant to a contract, or contracts, of employment which provide for a minimum term of employment (in total) of at least two years.
- Returning to work - By agreement between the employer and the employee, the return to work can be on a part-time basis until the commencement of the child's schooling. If such part-time work is requested by the employee, the employer will not unreasonably withhold agreement.
- Permanent Care Leave - if an employee, other than a casual employee, is granted custody of a child by the Children's Court or the Family Court, and the employee is the primary care giver for the child, the employee will be entitled to 8 weeks paid leave at a time to be agreed.

#### 14. Long Service Leave entitlements

- Employees shall be entitled to 26 weeks leave after 15 years' service (1.7333/yr.) which may be taken on a pro rata basis after 7 years of service. Should an Employee resign, or their employment be terminated, they shall not be eligible for payment in lieu of Long Service Leave until the Employee has completed at least 7 years' service.
- If an employee resigns or their services are terminated, they are entitled to be paid out the pro rata component of their Long Service Leave payment in lieu of any accrued Long Service Leave, after five years' service.
- Long Service Leave will be granted as soon as practicable after it becomes due and shall be taken at a mutually convenient time for both management and the Employee.
- Application can be made to Management to receive half pay and double the leave period -already 45.2

#### 15. Advertising positions and classifications

- All positions advertised externally or internally or by secondment should clearly indicate the classification and pay point range for the role, including the current rate range at time of advertising in dollars and cents, this should again be discussed at the time the offer of employment is made.

- All positions will have a Position Description that accurately reflects the work of the role and is graded against the classification structure.
- 16. Pay point progression/ Classification**
- Workers will automatically receive an annual increase in their pay point unless the employer provides significant performance related reasons at least 1 month in advance as to why the pay increase should not occur.
  - Any performance issues require significant evidence and will not include client or peer feedback surveys.
  - Classification - Where an employee has been at the highest pay point in their relevant classification for at least 12 months, the employee may apply to the employer for their position to be reclassified and for their job description and salary to be adjusted accordingly.
- 17. Wages**
- An employee's base annual rate of pay will be advised by the employer at the time of engagement and from time to time throughout employment.
  - Higher Duties - An employee who is substantially carrying out another employee's duties at a higher classification will be paid at least the rate for the higher classification for the days on which those duties are performed.
- 18. Superannuation**
- The employer will pay employees superannuation at a rate of 0.5% above the Australian Superannuation Guarantee rate.
- 19. Allowances**
- Allowances will be updated each year on 1 July to capture any increases:
    - issued by the ATO
    - under the Award, taking into account any federal minimum wage increase over the life of the Agreement.
- 20. Community/Lateral Violence Leave- New Clause**
- Objective of Clause
    - The employer recognises that Aboriginal and/or Torres Strait Islander employees may experience community/lateral violence in their personal life and because of their work, and that such violence may impact on their work. The employer recognises that community/lateral violence is rooted in histories of disadvantage and oppression. The employer is committed to a culturally safe workplace, including by providing support to employees. New Clause to be discussed further- leave entitlement of up to 10 days per year unpaid community/lateral violence leave to attend legal proceedings, counselling, appointments with a medical or legal practitioner, relocation, the making of safety arrangements and other activities associated with the experience of violence. Additional definitions and wording to be provided by the ASU.