



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Aboriginal Hostels Limited**  
(AG2017/492)

## **ABORIGINAL HOSTELS LIMITED ENTERPRISE AGREEMENT 2017**

Australian Capital Territory

DEPUTY PRESIDENT KOVACIC

CANBERRA, 21 JULY 2017

*Application for approval of the Aboriginal Hostels Limited Enterprise Agreement 2017 – whether agreement passes the better off overall test – agreement approved.*

[1] An application was received by the Fair Work Commission (the Commission) on 20 February 2017 for approval of an enterprise agreement known as the *Aboriginal Hostels Limited Enterprise Agreement 2017* (the Agreement). The application was made by Aboriginal Hostels Limited (AHL - the Applicant) pursuant to s.185 of the *Fair Work Act 2009* (the Act). The Agreement is a single-enterprise agreement.

### **Background**

[2] United Voice (UV) was a bargaining representative for the Agreement. In its Form F18 – Statutory declaration of an employee organisation in relation to an application for approval of an enterprise agreement (other than a greenfields agreement) UV declared that it did not support approval of the Agreement and that it disagreed with one or more of the answers provided in AHL’s Form F17 – Employer’s statutory declaration in support of an application for approval of an enterprise agreement (other than a greenfields agreement). Specifically, UV in its Form F18 raised a number of concerns, including whether employees who would be covered by the Agreement had access to the proposed agreement for the full seven days prior to the vote on the Agreement commencing. UV also expressed the view that employees had insufficient time to receive and return their ballot paper in respect of the proposed agreement and highlighted a number of terms in the Agreement which it considered less beneficial than the relevant award, the *Australian Public Service Enterprise Award 2015*<sup>1</sup> (the Award), or which were included in the Award but not reflected in the Agreement.

[3] Similar concerns were raised by the Community and Public Sector Union (CPSU), another bargaining representative for the Agreement, in its Form F18. However, the CPSU supported the approval of the Agreement.

[4] Against that background, the Commission convened a conference on 10 April 2017. The conference concluded with UV maintaining its opposition to approval of the Agreement. On 11 April 2017 UV wrote to the Commission advising that it wished to be heard in respect

of its objections to the approval of the Agreement and requested that the matter be set down for hearing. Directions were subsequently issued on 13 April 2017 with the matter listed for hearing on 6 and 7 June 2017.

[5] On 28 April 2017 UV advised the Commission that the parties had agreed to hold another ballot regarding the Agreement and that as a result its objection was withdrawn. The conduct of a second ballot was confirmed in an email from AHL on 3 May 2017, with the email advising that the outcome of the ballot should be known by 5 June 2017. In the light of the above advice the 6 and 7 June 2017 hearing dates were vacated.

[6] In subsequent developments:

- on 7 June 2017 AHL forwarded to the Commission a statutory declaration made by Mr David Wedgwood, AHL's Industrial Relations Advisor, advising *inter alia* that 153 valid votes had been cast in the second ballot with 109 of those votes supporting approval of the Agreement;
- on 13 June 2017 AHL filed an amended Form F17; and
- the CPSU and UV filed amended Form F18's on 13 and 21 June 2017 respectively, with both unions now supporting approval of the Agreement but continuing to highlight in similar terms in their respective Form F18's several terms in the Agreement which they considered to be less beneficial than the Award.

[7] The issues which UV and the CPSU highlight in their Form F18's are as follows:

- “a. There is no guaranteed right to part-time hours on return from maternity leave (6.4(h) Award).
- b. Hours of work are greater than 36.75 hours/week (5.8 EA; 8.2(b) Award)
- c. Longer span of hours compared to award 8am – 6pm (5.10 EA; 8.2(c)(i) Award)
- d. The EA caps Flex credit and debit accrual (5.45 EA). There is no under the award (8.2(g) Award)
- e. Higher duties not payable until after one day (6.29 EA). Higher duties is paid after ½ day under the award (10.8(a)(ii) Award)
- f. No removal expenses (11.5 Award)
- g. No disturbance allowance (11.6 Award)
- h. Less comprehensive travel allowance (“reasonable expenses only”) and no rate set under the agreement (4.3-4 EA, 11.8 Award)
- i. No right to refuse unreasonable additional hours (15.1 Award). Definition of unreasonable is different to the NES.
- j. Restriction allowance is lesser than the award rate (depending on salary). EA rate is flat rate (4.10 EA). Award rate is 7.5% hourly rate/hour on call M-F, 10% Sunday and 15% holidays (15.10 Award).
- k. Emergency duty: no minimum hours specified in EA. Award provides double time and minimum 2.5 hours (15.9 Award)
- l. No entitlement to time off during redundancy notice period to attend interviews (EA 8.17-8.23; 24.14-5 Award)
- m. Employee representatives are not entitled to training directed towards dispute resolution (26.8 Award)
- n. Reduced casual loading for APS 2 and above (5.42 EA; 6.5(c) Award).
- o. Reduced penalty rates for shiftworkers including casual staff. Reduced penalty rates for working on a Sunday (5.39 and 5.14 EA; Award 14.2)

- p. Hostel manager \$1500/year allowance for overtime is not comparable to overtime payments under Award (4.20 EA; Award 15.4)
- q. No remote localities leave fares (Award 12.5)
- r. Community language allowance below Award (4.11 EA; Award 11.15 and B1)
- s. First Aid allowance below award (4.6 EA; Award 11.4 and B1)
- t. No ability to change roster with mutual consent (5.36-5.40 EA; Award 8.3(e)(i)).
- u. Employees must work 10 Sundays/year to qualify for additional annual leave (under v. Award a ½ day leave will accrue per Sunday worked) (3.26 EA; Award 16.2)”

**[8]** Having considered the amended declarations provided by AHL, UV and the CPSU, on 26 June 2017 the Commission sent AHL an email (copied to UV and the CPSU) in the following terms:

“I refer to your application seeking approval of the Aboriginal Hostels Limited Enterprise Agreement 2017 (the Agreement). I note that following the second ballot regarding the Agreement that neither United Voice or the Community and Public Sector Union maintain their concerns regarding compliance with the pre-approval steps set out in the *Fair Work Act 2009*. However, both unions maintain that there are a number of less beneficial provisions in the Agreement when compared to the Australian Public Service Enterprise Award 2015 (the Award).

To assist me in determining whether or not the Agreement passes the Better Off Overall Test (BOOT) it would be appreciated if you could provide the following information with regard to:

- the shiftwork provisions of the Agreement (clauses 5.36 – 5.43) – it would be appreciated if you could advise how many shiftworkers (other than casual employees) work on a Sunday, the incidence of this occurring and the classification level of the shiftworkers that do so. In respect of casual employees, it would be appreciated if you could advise whether any work shiftwork, and if so the incidence and duration of this shiftwork on Monday to Friday and on Saturdays.
- Annual Leave Penalties (clause 5.44) – what do you estimate is the financial impact of this provision for those employees in receipt of shift penalties given that the Award provides for shift penalties to be paid to shiftworkers “in relation to any shifts the employee would have worked if the employee was not on approved annual leave.”
- Hostel Managers allowance in lieu of overtime – it would be appreciated if you could advise how many hostel managers are employed at a classification level which would attract overtime under the Award and how many hours overtime they would work on average each week. Further, having regard to your advice at the telephone conference regarding the application on 10 April 2017, it would be appreciated if you could also advise how many hostel managers, if any, are in receipt of restriction allowance as per clause 4.9 of the Agreement.
- Restriction Allowance (clauses 4.8 – 4.10) – it would be appreciated if you could advise how many employees are in receipt of the Allowance and the duration and days of the week upon which they are required to remain contactable.
- Community Language Allowance (clause 4.11) – it would be appreciated if you could advise how many employees are in receipt of the Allowance and their classification level.

- the issue of remote localities leave fares – it would be appreciated if you could advise how many employees are in receipt of District Allowance as per clause 4.27 of the Agreement and the implications, if any, for the BOOT of the absence of remote localities leave fares in the Agreement.

As you might infer from the above, I am concerned that as a result of the differences between the Agreement and the Award in respect of the above issues that the Agreement may not pass the BOOT ...”

[9] AHL provided a comprehensive response on 30 June 2017 and provided further advice on 6 July 2017. In short, AHL advised that:

- there are 183 employees who work Sundays, with 83 employees at the APS 1 Level and 69 employees at the APS 3 Level;
- there are 70 of those employees who work two Sundays in a fortnight, with 42 of those 70 employees being APS 1 employees;
- casual staff are not employed on a regular and systematic basis, adding that the Agreement provides for a 4 hour minimum engagement whereas the Award does not provide for a minimum engagement period;
- averaged over a year the reduction in shift penalties payable under the Agreement whilst an employee is on annual leave would be equivalent to a reduction of 1.46 per cent of total remuneration;
- the Hostel Managers allowance in lieu of overtime only relates to those hostels where there is a Night Attendant on duty overnight so there is a person on duty to deal with any matters that arise overnight such that overtime is not required, adding that on rare occasions the Night Attendant may need to disturb the resident manager and that such incidents may only require advice or direction from the manager;
- there are 11 hostels where a Night Attendant is not on duty, with the 21 managers at those hostels to be paid the \$50 Sleepover allowance under clause 4.20 of the Agreement and Restriction allowance as per clauses 4.8-4.10 of the Agreement;
- no AHL employees are currently paid Restriction allowance but the abovementioned 21 employees will receive the allowance under the Agreement;
- there are currently only 2 employees in receipt of the Community Language Allowance, with both of those employees employed at the top salary point for the APS 3 classification level;
- clause 12.5 (vii) of the Award states that “the entitlement to leave fares accrues on arrival at the locality” meaning that it is not applicable for residents in the locality who are engaged by AHL, adding that there are currently 6 employees who have been hired non-locally for fixed periods and therefore entitled to fares assistance under the Award with those employees being at the APS 4, 5 and 6 level and Executive Level 1.

[10] The material provided by AHL addressed most of the Commission’s BOOT related concerns. However, concerns remained about some aspects of the Agreement. Those concerns were set out in the following email which was sent by the Commission on 7 July 2017 to AHL and other bargaining representatives:

“Thank you for the further advice you provided on 30 June and 6 July 2017 in response to my request for further information regarding several aspects of the *Aboriginal Hostels Limited Enterprise Agreement 2017* (the Agreement).

In the light of your advice, I am concerned that some APS 1 level employees (shiftworkers) who regularly work Sundays may not be better off overall under the Agreement given AHL's advice that 83 APS 1 employees work shifts on Sundays and that 40 of these APS 1 employees work two Sundays each fortnight. This is because the lower Sunday shift loading provided for in the Agreement (150 per cent as opposed to 200 per cent under the Award), results in an hourly difference of \$9.80 between what an employee on the lowest APS 1 pay point (i.e. APS 1 (GSO2)) under the Agreement would have earned under the Award (\$40.34 per hour – see Schedule A.7) and the Agreement (\$20.36 per hour x 1.5 = \$30.54 per hour). This amounts to \$73.50 over a 7.5 hour shift. Annualised for such an employee who works every second Sunday (and allowing for 5 weeks annual leave) the employee would be \$1690.50 worse off under the Agreement (based on the employee working 23 Sundays in a year). For such employees who work two Sundays every fortnight the annualised figure is \$3358 (based on the employee working 46 Sundays in a year). Looked at alternatively, an employee on the lowest APS 1 pay point under the Agreement would be worse off under the Agreement if he or she worked 16 or more Sundays in a year given that the annual salary for an employee on the lowest APS 1 pay point under the Agreement (i.e. APS 1 (GSO2)) is \$1160 per annum above the Award rate.

Applying the same methodology, indicates that employees at the APS 1 first pay point would be worse off under the Agreement if they worked 23 or more Sundays in a year, employees at the APS 1 (GSO2) second pay point would be worse off under the Agreement if they worked 24 or more Sundays in a year, and APS 1 (GSO3) first pay point would be worse off under the Agreement if they worked 32 or more Sundays in a year.

While I acknowledge that there are other beneficial aspects of the Agreement which apply to this group of employees, they do not in my view completely compensate for the level of detriment set above, particularly as that level of detriment is increased as a result of the reduction in the level of shift penalties payable to shiftworkers whilst on annual leave.

As a result of the above concerns, I propose to list the application for hearing. You may prior to that hearing make submissions as to why the Agreement should be approved. If you wish to provide undertakings in respect of the above aspects of the Agreement prior to the hearing please forward them to my chambers. If having received your response I determine to approve the Agreement you will be advised and the hearing changed to an e-hearing.”

**[11]** AHL subsequently provided proposed undertakings to the Commission on 13 July 2017 in an attempt to address the Commission's remaining concerns regarding the Agreement and following feedback from the Commission provided revised undertakings on 17 July 2017. A copy of the revised undertakings is attached at annexure A to this decision. Those revised undertakings address the Commission's remaining concerns regarding the Agreement.

**[12]** Pursuant to s.190(4) of the Act I sought the views of bargaining representatives for the Agreement in respect of the undertakings proffered by AHL. UV and the CPSU advised that they were satisfied with the undertakings, while the remaining bargaining representatives either did not raise any objections or did not respond.

[13] Against that background, 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.

[14] As noted, pursuant to s.190(3), I have accepted the attached undertakings from the Applicant. In accordance with s.191(1) of the Act the undertakings are taken to be a term of the Agreement.

[15] Both UV and the CPSU 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 both organisations.

[16] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 28 July 2017. The nominal expiry date of the Agreement is 27 July 2020.



ANNEXURE A



Australian Government  
Aboriginal Hostels Limited

Deputy President John Kovacic PSM  
Fair Work Commission  
2nd Floor, CML Building  
17-21 University Avenue  
CANBERRA ACT 2600

Dear Deputy President

**UNDERTAKING**

**AG2017/492 Application by Aboriginal Hostels Limited for approval of the  
Aboriginal Hostels Limited (AHL) Enterprise Agreement 2017**

Further to the application for approval of the Aboriginal Hostels Limited (AHL) Enterprise Agreement 2017 (the Agreement), I undertake that, while the Agreement is in operation,

- Clause 5.39 is amended to include "Any APS 1 employee who works on a Sunday in any given pay period will be paid no less for that pay period than the amount they would have been entitled to under the Australian Public Service Enterprise Award 2015."; and
- Clause 5.44 is amended to include "Any APS 1 employee who is on AL will be paid no less for that period of AL than the amount they would have been entitled to under the Australian Public Service Enterprise Award 2015."

I make this undertaking in accordance with section 190 of the *Fair Work Act 2009* (the Act) and confirm that Aboriginal Hostels Limited understands this undertaking will be taken to be a term of the Agreement pursuant to section 191 of the Act.

Yours sincerely,

A handwritten signature in blue ink, appearing to read 'Tony Usher'.

Tony Usher  
Chief Executive Officer

17 July 2017

***Better Lives, Better Futures...***

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<sup>1</sup> MA000124



# CORRECTION TO DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Aboriginal Hostels Limited**  
(AG2017/492)

## **ABORIGINAL HOSTELS LIMITED ENTERPRISE AGREEMENT 2017**

Australian Capital Territory

DEPUTY PRESIDENT KOVACIC

CANBERRA, 25 JULY 2017

*Application for approval of the Aboriginal Hostels Limited Enterprise Agreement 2017 – whether agreement passes the better off overall test – agreement approved.*

The decision issued by the Fair Work Commission on 21 July 2017 ([2017] FWCA 3855) is corrected as follows:

Paragraph [9] at the sixth dot point is replaced in its entirety to read:

[1] • there are 11 hostels where a Night Attendant is not on duty, with the 21 managers at those hostels paid the \$15 Sleep Over allowance under clause 4.20.1 of the expired AHL enterprise agreement.



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**Australian Government**

**Aboriginal Hostels Limited**

**Note - this agreement is to be read together with the undertakings given by the employer. The undertakings are taken to be terms of the agreement. A copy of the undertakings can be found at the end of the agreement.**

## **ABORIGINAL HOSTELS LIMITED**

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# **ABORIGINAL HOSTELS LIMITED ENTERPRISE AGREEMENT 2017**

## **1. TITLE, SCOPE AND OPERATION OF AGREEMENT**

### **Title of Agreement**

- 1.1 This Agreement is called the Aboriginal Hostels Limited (AHL) Enterprise Agreement 2017.

### **Coverage of this 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 AHL employees except for employees in the Senior Executive Service (SES).

### **Purpose of this Agreement**

- 1.3 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.
- 1.4 This Agreement provides current and future employees fair and reasonable conditions of employment; supports on-going career development; promotes work/life balance; and encourages communication and better consultation within AHL.

### **AHL Values**

- 1.5 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*.
- 1.6 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**

- 1.7 This Agreement will commence on the seventh day following approval of the Agreement by the Fair Work Commission. The nominal expiry date (NED) will be 3 years from the date of commencement.

### **Guidelines and Policies to support this Agreement**

- 1.8 Various employment conditions contained in this Agreement are or will be supported by guidelines and policies specific to AHL. The guidelines and policies (whether mentioned in this Agreement or not) do not form part of this Agreement (or an employee's contract of employment), however this Agreement will prevail to the extent of any inconsistency.

### **Individual Flexibility Arrangement**

- 1.9 The Chief Executive Officer and an employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this 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 AHL and the employee in relation to 1 or more of the matters mentioned paragraph (a); and
- (c) the arrangement is genuinely agreed between the Chief Executive Officer and the employee.

- 1.10 The Chief Executive Officer 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.
- 1.11 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 Chief Executive and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - (d) 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
  - (e) states the day on which the arrangement commences and, where applicable, when the arrangement ceases.
- 1.12 The Chief Executive Officer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 1.13 The Chief Executive Officer 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 Chief Executive Officer and employee agree in writing – at any time.

### **Delegation**

- 1.14 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**

- 2.1 This term applies if AHL:
- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
  - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

## Major change

- 2.2 For a major change referred to in paragraph 2.1(a):
- (a) AHL must notify the relevant employees of the decision to introduce the major change; and
  - (b) clause 2.3 applies.
- 2.3
- 2.3.1 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 2.3.2 If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise AHL of the identity of the representative; AHL must recognise the representative.
- 2.3.3 As soon as practicable after making its decision, AHL must
- (a) discuss with the relevant employees:
    - (i) the introduction of the change; and
    - (ii) the effect the change is likely to have on the employees; and
    - (iii) measures AHL is taking to avert or mitigate the adverse effect of the change on the employees; and
  - (b) for the purposes of the discussion – provide, in writing, to the relevant employees:
    - (i) all relevant information about the change including the nature of the change proposed; and
    - (ii) information about the expected effects of the change on the employees; and
    - (iii) any other matters likely to affect the employees.
- 2.3.4 However, AHL is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 2.3.5 AHL must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 2.3.6 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of AHL, the requirements set out in paragraph 2.2(a) and clauses 2.3.1 and 2.3.3 are taken not to apply.
- 2.3.7 In this term, a major change is **likely to have a significant effect on employees** if it results in:
- (a) the termination of the employment of employees; or
  - (b) major change to the composition, operation, or size of the AHL workforce or the skills required of employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain employees; or
  - (f) the need to relocate employees to another workplace; or
  - (g) the restructuring of jobs.

## Change to regular roster or ordinary hours of work

- 2.4 For a change referred to in paragraph 2.1(b):
- (a) AHL must notify the relevant employees of the proposed change; and
  - (b) clause 2.5 applies.
- 2.5
- 2.5.1 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 2.5.2 If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise AHL of the identity of the representative; AHL must recognise the representative.

- 2.5.3 As soon as practicable after proposing to introduce the change, AHL must:
- (a) discuss with the relevant employees the introduction of the change; and
  - (b) for the purposes of the discussion – provide to the relevant employees:
    - (i) all relevant information about the change, including the nature of the change; and
    - (ii) information about what AHL reasonably believes will be the effects of the change on the employees; and
    - (iii) information about any other matters that AHL reasonably believes are likely to affect the employees; and
  - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 2.5.4 However, AHL is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 2.5.5 AHL must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 2.6 In this term: **“relevant employees”** means the employees who may be affected by a change referred to in clause 2.1.

#### **AHL Consultative Committee**

- 2.7 AHL recognises the importance of consultation with employees. The AHL Consultative Committee (ACC) provides a forum for consultation between AHL and employee representatives on workplace matters related to the implementation and operation of this Agreement. However, it is acknowledged that managers still carry the responsibility and accountability for making decisions in a timely manner.
- 2.8 The ACC will be comprised of management representatives, and employees from Regions and National Office elected each year as employee representatives.
- 2.9 The ACC will determine its terms of reference, method of operation and frequency of meetings.
- 2.10 The ACC will meet at least each year, or more often if required, by video-conferencing and/or tele-conference. Face to face meetings will be considered on an as needs basis.
- 2.11 Nothing in this clause precludes AHL from consulting directly with employees and/or their representatives as required.

#### **Resolution of Agreement disputes**

- 2.12 If a dispute relates to a matter under this agreement, or the National Employment Standards (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.
- 2.13 If a resolution to the dispute has not been achieved after discussions have been held in accordance with clause 2.12, 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.
- 2.14 If discussions at the workplace level do not resolve the dispute, and all appropriate steps have been taken in accordance with clauses 2.12 and 2.13, a party to the dispute may refer the matter to the Fair Work Commission.
- 2.15 The Fair Work Commission may deal with the dispute in 2 stages:

- a. The Fair Work Commission 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 the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
  - i. arbitrate the dispute; and
  - ii. make a determination that is binding on the parties.

Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the *Fair Work Act 2009* (the Act).

A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purposes of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

- 2.16 AHL 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.
- 2.17 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 Chief Executive Officer 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.
- 2.18 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

#### **Mobility within/between AHL Hostels and Regional and National Offices**

- 2.19 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.
- 2.20 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.
- 2.20.1 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.
- 2.21 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.
- 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 with as much notice as possible 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 APS agency where they were an ongoing APS employee, the employee's unused accrued Annual Recreation Leave and Personal Leave (however described) will be transferred, 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 Recreation Leave and Personal 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 Chief Executive Officer may, at the employee's request, recognise any accrued Annual Leave and Personal 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 service, which will accrue progressively. Employees working part-time will accrue annual leave credits on a pro-rata basis.
- 3.10 Employees are encouraged to take at least 10 days annual leave each year or a pro-rata number of days if part-time.
- 3.11 Employees may cash out up to 10 days annual leave during a 12 month period.
  - 3.11.1 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 4 weeks.

- 3.11.2 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.
- 3.11.3 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.
- 3.11.4 In addition to the provisions of clause 3.11.1, a cash-out of Annual Leave will only be approved where the employee has taken a minimum of 2 weeks annual leave in the 12 month period immediately prior to the application being made.
- 3.12 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 3 months. In exceptional circumstances the Chief Executive Officer may extend this period.
- 3.13 Where an employee has not taken leave in accordance with clause 3.12 the employee will be directed to take annual leave and be absent from the workplace for the 20 days (or remaining part thereof).

#### **Annual Leave – Secondary Education Hostels Close Down**

- 3.14 This section does not apply to casual employees.
- 3.15 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 3.16, not apply or take annual leave during school terms except in exceptional circumstances.
- 3.16 Close Down Leave (CDL) cannot be accessed until all available Annual Leave (AL) credits have been used.
- 3.17 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.
- 3.18 Subject to the provisions of Clause 3.16, employees are required to take Annual Leave 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 AL credits, they must apply for Close Down Leave for the balance of the period.
- 3.19 Approval of Close Down Leave is subject to the provisions of Clause 3.22. 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).
- 3.20 An employee may be recalled to duty during a school holiday period for up to 2 weeks per calendar year for training, relief work or to prepare the hostel for the next school term.
- 3.21 Subject to the provisions of Clause 3.16 and 3.19, 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 AL credits as at the last day of the school holiday period.
- 3.22 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.

- 3.23 AL and Close Down Leave will be paid at the basic hourly rate of pay during school holidays.

#### **Remote Locality Additional Annual Leave**

- 3.24 Employees working in a remote locality as determined from the Australian Standard Geographical Classification (ASGC) Section of State (SOS) Structure as either a Remote Australia 4 (RA4) or Very Remote Australia 5 (RA5) locality will be entitled to a maximum of one additional week of annual leave per year. At the commencement of each calendar year, AHL will review the status of each hostel and inform employees if there are any changes that affect their entitlement.
- 3.25 This leave will accrue progressively. Part-time employees will receive this additional leave on a pro-rata basis.

#### **Additional Annual Leave for working on Sundays**

- 3.26 If a shiftworker worked 10 Sundays or more per year they will be entitled to 1 additional week of annual leave per year. Part-time employees will receive this additional leave on a pro-rata basis.

#### **Personal Leave**

- 3.27 Full-time employees are entitled to 18 days Personal Leave per year of service. Leave is accrued progressively from commencement with AHL and fully cumulative.
- 3.28 Part-time employees will be credited on a pro-rata basis.
- 3.29 Personal Leave may be granted for the purposes of personal sickness or injury and / or provide care to an immediate family member or household member.
- 3.30 An employee may take up to four days of Personal Leave 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
- 3.30.1 An employee based in a Remote Locality referred to in clause 3.24 may provide a Statutory Declaration in place of a medical certificate for the purposes of Clause 3.30.
- 3.31 Where the application for Personal Leave relates to illness or injury of the employee or the employee's immediate family the manager / supervisor may request a medical certificate stating the nature of the illness or injury.
- 3.32 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 will have their leave re-credited on the provision of documentary evidence stating the nature of the illness or injury.
- 3.33 An employee receiving workers compensation payments is not entitled to Personal Leave for the same period. Where an employee initially took leave and a workers compensation claim is subsequently approved, leave will be re-credited.
- 3.34 An employee will not be entitled to paid Personal Leave while also entitled to paid leave under the *Maternity Leave (Commonwealth Employees Act 1973)*.
- 3.34.1 If an employee has exhausted their entitlement to paid Personal Leave, the employee may take up to 2 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.

- 3.34.2 Casual employees may take up to 2 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

- 3.35 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.

- 3.36 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.

- 3.37 The Chief Executive Officer 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.

- 3.38 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.

Where a public holiday falls during a period where an employee is absent on leave (other than Annual or paid Personal 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).

- 3.39 Subject to clauses 3.39.1 and 3.39.2, employees who work on a public holiday, are to be paid at public holiday rates (refer clause 5.41). 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."*

- 3.39.1 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.

- 3.39.2 If under a law of a State or Territory every Sunday (or Easter Tuesday) is declared or prescribed by or under that law to be a public holiday, there is no entitlement to receive payment as a public holiday if the employee would have worked, or does perform work, on that day. In these circumstances, payment will only be made at the public holiday rate of pay if the employee performs work on that day, and the Sunday would otherwise be a public holiday under clause 3.35 (a)-(h).

- 3.40 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, or a later date as approved by the Chief Executive Officer.
- 3.41 In addition to the public holidays set out in clause 3.35, employees will also observe an additional holiday each calendar year on the ordinary working day following the Boxing Day Public Holiday or its substitute.

#### **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 a statutory declaration.
- 3.42.1 Casual employees may take 2 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 a 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 AHL agree.

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

- 3.43 Employees are eligible for leave under the following provisions and AHL employees may make use of all available entitlements, to the extent allowable under the terms of this Agreement and all relevant legislation, including:
- The *Maternity Leave (Commonwealth Employees) Act 1973*, under which eligible employees are entitled to 52 weeks Maternity Leave, of which up to 12 weeks may be paid; and
  - Division 5 of Part 2-2 (sections 67 to 85) of the *Fair Work Act 2009*.
- 3.43.1 Employees entitled to paid leave under the *Maternity Leave Act* will also be entitled to 4 additional weeks of paid leave, either as 4 weeks full pay, or 8 weeks half pay, under the terms of this Agreement, to be taken at a time approved by the Chief Executive Officer.
- 3.43.2 Supporting partners will be entitled to 2 weeks paid Parental Leave
- 3.44 An employee who is eligible for paid leave under clause 3.43 may elect to have payment for that leave spread over a maximum of 32 weeks in the case of maternity leave and 4 weeks in the case of paid parental leave at a rate no less than half normal salary. Any period in excess of 16 weeks for maternity leave and 2 weeks for paid parental leave will not count as service.
- 3.45 An employee will be entitled to up to 12 months Foster Parents/Adoption Leave where the employee has assumed long term responsibility for a child placed for permanent fostering or adoption. The *Fair Work Act 2009* requirements in sections 67 and 68 apply to this entitlement. In the case of Foster Parents Leave, in addition to the *Fair Work Act 2009* requirements of sections 67 and 68, the child must:
- Be placed 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.

- 3.45.1 Where the employee is the primary carer for the child and they satisfy the same qualifying service requirements that apply to an employee to be eligible for paid leave under the *Maternity Leave (Commonwealth Employees) Act 1973*, they will be entitled to payment for up to 14 weeks of Foster Parents/Adoption Leave.
- 3.45.2 Where the employee is a supporting carer for the child, the employee will be entitled to 3 weeks paid Foster Parents/Adoption Leave.
- 3.45.3 An employee may elect to take paid leave under clauses 3.45.1 and 3.45.2 at half pay. Any period in excess of 16 weeks, or 3 weeks for leave taken under clause 3.45.2, will not count as service.

## **Defence Reservists Leave**

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

- 3.46 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: An employee is entitled to be absent from work to fulfil Defence Reserve Service in accordance with the *Defence Reserve Service (Protection) Act 2001*.

- 3.47 An employee is entitled to ADF Reserve leave with pay, for up to 4 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 2 weeks paid leave may be granted to facilitate participation in additional ADF Reserve training, including induction requirements.
  - b) With the exception of the additional 2 weeks in the first year of service, leave can be accumulated and taken over a period of 2 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.
- 3.48 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.
- 3.49 Defence Reserve leave counts for service for all purposes, except for unpaid leave to undertake CFTS. Unpaid leave for the purpose of CFTS counts for all purposes except Annual Leave.
- 3.50 Eligible employees may also apply for Annual Leave, Long Service Leave, leave without pay, top-up pay or they may use flexitime or make up time for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations.
- 3.51 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.

## **Leave for Recognised Ceremonial and Other Purposes**

- 3.52 Leave with pay may be granted for recognised ceremonial purposes; to enable employees to undertake charity or community work (up to 1 day per year); to donate blood (for the period required); to move house (1 day); to participate in international sporting events as a competitor or official (for the period required); to enable an employee to attend their graduation ceremony (up to 1 day); or to enable an employee to attend their citizenship conferring ceremony (up to 1 day).

## **NAIDOC Day**

- 3.53 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.

## **Miscellaneous Leave With or Without Pay**

- 3.54 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. Leave without pay will not count as service for any purpose unless the Chief Executive Officer approves it to do so or unless otherwise required by legislation.

## **Community Service Leave**

- 3.55 In accordance with Division 8 of the *Fair Work Act 2009*, 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)**

- 3.56 An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 3.57 The minimum period during which long service leave can be taken is 7 calendar days at full pay or 14 days at half pay. Long service leave cannot be broken with other periods of leave except as otherwise provided by legislation.

## **Unauthorised Absence**

- 3.58 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**

- 3.59 An employee may elect to purchase up to an additional 4 weeks annual leave per year.
- 3.60 The employee purchases the additional leave through a reduction in his/her fortnightly salary equivalent to the monetary value of the additional leave.
- 3.61 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 provisions in clauses 3.12 and 3.13.
  - (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.
- 3.62 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 Policy and associated guidelines that relate to the particular allowances.
- 4.1.1 Where the holding of a particular qualification or responsibility for a specific role is mandatory for appointment or promotion to a particular position, the occupant of that position is not entitled to an allowance for that qualification or responsibility under this section.
- 4.1.2 Rates of expense related allowances will be reviewed and adjusted as indicated in this clause. AHL will take account of the Australian Taxation Office annually determined rates where appropriate, such as travelling and mileage allowances. AHL will consult with the AHL Consultative Committee where circumstances require a change to these arrangements.
- 4.2 The allowances in this section will not be considered salary for superannuation purposes unless otherwise provided for by legislation.

### **Travel Allowance**

- 4.3 An AHL employee who is required to travel overnight on AHL business will receive allowances to meet costs for acceptable expenses. Further information is available in AHL Policy. Where an employee can demonstrate that the prescribed allowance is insufficient to cover expenses, the Chief Executive Officer may approve payment of another amount.
- 4.4 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 AHL Policy.

### **Motor Vehicle Allowance**

- 4.5 An employee who is authorised by Executive to use their private vehicle for official purposes will receive an allowance. Further information is available in AHL Policy.

### **First Aid Allowance**

- 4.6 Where the Chief Executive Officer is satisfied that an employee:
- Possesses a current First Aid Certificate;
  - Has the continuing ability commensurate with that qualification; and
  - Is appointed as a First Aid Officer;
- the employee will be paid an allowance of \$20.00 per fortnight.
- 4.6.1 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.
- 4.6.2 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**

- 4.7 An employee required to work more than 5 hours overtime continuous with their ordinary hours will be paid a meal allowance. Further information is available in AHL Policy.

### **Restriction Allowance**

- 4.8 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 section.
- 4.9 Employees excluded in clause 4.8 and casual employees are generally ineligible to receive restriction allowance payments. In exceptional circumstances the Chief Executive Officer may approve restriction allowance payments for those employees.
- 4.10 The rate of payment will be:
- an employee restricted for a period of 7 calendar days will receive an allowance of \$275 per week;
  - an employee restricted for a period of less than 7 calendar days will receive a proportional rate based on the number of days restricted outside the bandwidth; and
  - an employee restricted on a weekend roster arrangement (or to cover for public holidays) will receive an allowance of \$50 for each day of the weekend (or the public holiday) they are restricted. Proportional rates will not apply for rostered weekend (or public holiday) restriction periods.

### **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 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.
- 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 12 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 may be made under an Individual Flexibility Arrangement at clauses 1.9 – 1.13.

### **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 4.21, 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.

### **Sleepover allowance**

- 4.21 An employee who is 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.

### **Healthy Lifestyle Allowance**

- 4.22 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;
- 4.23 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.

## District Allowance

### 4.24 Eligibility for district allowance

- (a) An employee residing in a locality which falls into Grade 1, 2, 3, or 4 is entitled to be paid district allowance.
- (b) To be eligible to be paid the allowance for an eligible dependant and/or an eligible partner, the dependant or partner must reside with the employee, and their income, if any, must be less than the national minimum wage per annum.
- (c) An employee with a partner who is also entitled to the payment of district allowance will be regarded as an employee without dependants for the calculation of district allowance.
- (d) Where an employee is entitled to the payment of district allowance on the day immediately prior to the commencement of a period of annual leave, the payment of district allowance will continue during the period of annual leave, irrespective of where the employee resides during the leave.
- (e) An employee may, where the employee is in receipt of travelling allowance, be paid district allowance in addition to travelling allowance while temporarily stationed in a locality that would normally attract the payment of district allowance where the Chief Executive Officer considers this appropriate.

### 4.25 Determination of locality

4.25.1 To determine whether a district allowance is payable in a particular locality (findings should be reviewed every three years), the locality must first fall into one of the following categories according to the Australian Standard Geographical Classification (ASGC) Remoteness Structure. For each category a score has been allocated:

- (i) Outer regional = 2
- (ii) Remote = 7
- (iii) Very remote = 9

4.25.2 The score assigned to the locality is then further weighted with an additional score based on:

4.25.2.1 population (according to Australian Bureau of Statistics Census):

- score of 1 if less than 5000 people;
- score of 0 if more than 5000;

4.25.2.2 temperature (according to Bureau of Meteorology statistics) – score depending on number of months with a mean maximum monthly temperature above 30 degrees Celsius:

- score of 1—for between 6 and 9 months per year with a mean maximum monthly temperature in excess of 30 degrees Celsius;
- score of 2—for greater than 9 months per year with a mean maximum monthly temperature in excess of 30 degrees Celsius;
- if temperature is over 35 degrees Celsius, a further score is applied as follows:
  - Score of 1—for between 1 and 6 months per year with a mean maximum monthly temperature over 35 degrees Celsius;
  - Score of 2—for between 6 and 9 months per year with a mean maximum monthly temperature over 35 degrees Celsius;
  - Score of 3—for greater than 9 months per year with a mean maximum monthly temperature over 35 degrees Celsius.

4.25.2.3 access to air services:

- rating of 0 for locations serviced by major airlines (i.e. Qantas, Virgin);
- rating of 0 for locations <50 km from a major airline location;
- rating of 1 for locations >50 km or less than 200 km from a major airline location;
- rating of 2 for locations serviced by regional airlines;
- rating of 2 for locations <50 km from a regional airline location;
- rating of 3 for locations >50 km from a regional airline location.

- 4.26 All scores (i.e. locality, population, temperature and access to air services) are then added to give a total score for the locality. Once the total score is established, the locality will fall into one of the four grades as below:

- Grade 1: score between 2–5 points inclusive;
- Grade 2: score between 6–9 points inclusive;
- Grade 3: score between 10–14 points inclusive;
- Grade 4: score greater than 14 points.

- 4.27 Rates of district allowance

The annual rate at which district allowance is payable to an employee is as follows:

	With one or more eligible dependants and/or partner	Without eligible dependants
	\$	\$
Grade 1	1,996.00	1,004.00
Grade 2	4,796.00	2,622.00
Grade 3	6,497.00	3,685.00
Grade 4	9,556.00	5,906.00

## 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 Subject to the approval of 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 in accordance with this Agreement 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 will be:
- as an ongoing employee; or
  - for a specified term or 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 casual 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 flexitime 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**

- 5.24 An employee who is eligible to make a request under section 65 of the *Fair Work Act 2009* 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 Chief Executive Officer may waive this requirement in exceptional circumstances).
- 5.25 A casual employee may only request flexible work arrangements if the employee:
- a) is a long term casual employee immediately before making the request; and
  - b) has a reasonable expectation of continuing employment on a regular and systematic basis.
- Note: 'long term casual employee' is defined at section 12 of the *Fair Work Act 2009*, see Appendix 1.
- 5.26 A request made in accordance with clause 5.24 must be in writing and set out details of the change sought and the reasons for the change. The Chief Executive Officer 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: 'qualifying service' means service that is recognised for redundancy pay purposes.

### **Right of Reversion 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:
- 5.29.1 The agreed ordinary hours of duty;

- 5.29.2 The standard hours that will apply to the employee, including nominal starting and finishing times and on which days of the week; and
- 5.29.3 Any rights to revert to full-time employment in accordance with Clause 5.28.
- 5.30 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.
- 5.31 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**

- 5.32 Proposals for part-time employment may be initiated by the Chief Executive Officer for operational and efficiency reasons.
- 5.33 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 5.34.
- 5.34 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.
- 5.35 The provisions of Clause 5.34 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 5.34 also does not apply to non-ongoing employees.
- 5.35.1 The Chief Executive Officer has discretion to approve payment under Clause 5.34 that would otherwise be disallowed under Clause 5.35, where he/she is satisfied that special circumstances exist.

#### **Shift Workers**

- 5.36 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.
- 5.37 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.
- 5.38 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 14 days.
- 5.39 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%

- 5.40 Employees will be given 7 days notice of roster changes unless 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**

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

<b>Ordinary Duty</b>	<b>Penalty Rate</b>
Ordinary hours worked on Saturday	50%
Ordinary hours worked on Sunday	50%
Ordinary hours worked on a public holiday	150%

#### **Casual Employees**

- 5.42 Casual employees will receive a 20% (25% for APS 1) 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). At all other times, the loading will be set at the equivalent penalty rates as set out in Clause 5.39 in lieu of the 20% (or 25% for APS1) loading.
- 5.43 The minimum period of engagement for a casual employee is 4 hours. Any casual employee who works on a Sunday in any given pay period will be paid no less for that pay period than the amount the employee would have been entitled to under the Australian Public Service Enterprise Award 2015.

#### **Annual Leave (AL) Penalties**

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

#### **Flexitime**

- 5.45 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 2 weeks (10 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 clause;
  - 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.

- 5.46 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.
- 5.47 All on-duty time, including work related travel (but not travel to/from work) during the usual span of Flexitime hours is to be recorded as Flexitime.
- 5.48 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.
- 5.49 The features in clause 5.45 will form the basis of guidelines on the operation of flexitime in AHL.

#### **Overtime**

- 5.50 Overtime requires the prior approval of the Chief Executive Officer or his or her delegate.
- 5.51 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.
- 5.52 Overtime is payable to part-time employees who are directed to work beyond their normal daily hours.
- 5.52.1 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 5.54.
- 5.53 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.
- 5.54 Overtime will be calculated at the rate in the table.

<b>Period</b>	<b>Rate</b>
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.

- 5.55 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.
- 5.56 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.
- 5.57 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 clause 5.54.

#### **Time Off in Lieu (TOIL)**

- 5.58 It is recognised that there are regular instances of employees working beyond their normal working hours who do not have access to Flexitime. Those employees may

work flexible hours in consultation with their manager and have access to time off in lieu (TOIL) where operational requirements permit.

- 5.59 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.

## **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:
- 3% from the first full pay period commencing on or after the commencement of this Agreement,
  - 2% from the first full pay period commencing on or after the 12 month anniversary of the first instalment, and
  - 1% from the first full pay period commencing on or after the 24 month anniversary of the first instalment
- 6.2 If an employee is rated less than satisfactory this increase may be deferred until performance is rated as satisfactory.
- 6.3 There will be no pay point progression during the life of this Agreement except in accordance with Clauses 6.8 and 6.43.

### **Payment of Salary**

- 6.4 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**

- 6.5 Employees will be provided with access to a printable electronic copy of their payslip.

### **Salary on Commencement**

- 6.6 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.
- 6.7 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**

- 6.8 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

- 6.9 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**

- 6.10 Subject to applicable legislation in place at any time, including the provision of section 57A(1) of the *Fringe Benefits Tax Assessment Act 1986*, employees may salary package. Further information is available in AHL Policy.
- 6.11 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.
- 6.12 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.

### **Superannuation Choice**

- 6.13 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**

- 6.14 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.

### **Employer Superannuation Contributions**

- 6.15 AHL will make compulsory employer contributions as required by the applicable legislation and fund requirements.
- 6.16 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).
- 6.17 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.

### **Supported Wage System**

- 6.18 See Appendix 4.

### **Salary above Minimum Rate**

- 6.19 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**

- 6.20 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.
- 6.21 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**

- 6.22 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**

- 6.23 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**

- 6.24 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.
- 6.25 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**

- 6.26 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**

- 6.27 Salary, salary related and other debts that an employee or former employee owes to AHL will be recovered. Further information is available in AHL Policy.

### **Higher Duties Allowance (HDA)**

- 6.28 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 6.29 to 6.35 inclusive.

### **Minimum period of Higher Duties Allowance (HDA)**

- 6.29 HDA is payable for a single day or longer.
- 6.30 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)**

- 6.31 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.
- 6.32 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.
- 6.33 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.
- 6.34 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.
- 6.35 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**

- 6.36 All employees, except for non-ongoing employees who are employed for less than 12 months, will participate in the AHL Performance Management Program (PMP).
- 6.37 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.
- 6.38 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.
- 6.39 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.
- 6.40 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.

### **Management Initiated Movement**

- 6.41 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.
- 6.42 Reasonable costs of such movement will be met by AHL. Further information is available in AHL Policy.

## **Pay Point Progression**

6.43 Access to pay point progression will apply where:

6.43.1 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.

6.44 Where the requirements of clause 6.43.1 have been met, an employee will progress 1 pay point from their Performance Management Program anniversary date.

## **7. LEARNING AND DEVELOPMENT**

7.1 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.

### **Study Assistance Scheme**

7.2 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.

7.3 The level of assistance will be determined by the CEO. Further information is available in AHL Policy. 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**

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

### **Employee Assistance Program (EAP)**

7.5 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 / Houseparents**

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

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

- 7.6.2 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;
- 7.6.3 Training may include periods spent in Hostels, Regional Offices or Central Office;
- 7.6.4 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;
- 7.6.5 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.

#### **AHL Trainees (Administrative)**

- 7.7 AHL will offer the opportunity for traineeships where appropriate and necessary to assist in the development of current and future employees and to achieve increased operational capability for the delivery of services.
- 7.8 On successful completion of their training requirements, there is no guarantee that a trainee will be offered a permanent position with AHL. The offer of a permanent position will be dependent upon the availability of a position and the individual's overall performance during the traineeship.
- 7.9 Wage Advancement – AHL Trainees
  - (i) AHL Trainees will be assigned a classification of APS 1 within the AHL 1-2 Admin Broadband and undertake a course of study determined by the CEO that is appropriate for business operations.
  - (ii) On successful completion of their training requirements and subject to the provisions of clause 7.9(iii), AHL Trainees may be allocated the classification of APS 2 within the AHL 1-2 Admin Broadband.
  - (iii) Advancement within the AHL 1-2 Admin Broadband is dependent on:
    - 1. the employee's satisfactory performance;
    - 2. there is sufficient work available at the APS2 classification level; and
    - 3. the employee has the necessary skills and proficiencies to perform that work.

## **8 MANAGEMENT OF EXCESS EMPLOYEES**

### **Application**

- 8.1 The provisions of this section 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:
- (i) to redeploy the employee at their current classification level, within AHL or elsewhere in the APS;
  - (ii) to redeploy the employee at a lower classification level;
  - (iii) to transfer another employee to the position of the excess employee and the former employee accepting immediate retrenchment under paragraph (iv); or
  - (iv) to terminate the employee's employment under subsection 29 (3) (a) of the *Public Service Act 1999* – referred to in this section as retrenchment.

#### **Redeployment**

- 8.4 Where the Chief Executive Officer chooses options (i) or (ii) from clause 8.3, 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 clause 8.3.

#### **Voluntary Retrenchment**

- 8.8 Where the Chief Executive Officer chooses option (iv) from clause 8.3, 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 clauses 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 clause 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 clause 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 clauses 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 clause 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 Chief Executive Officer 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 Chief Executive Officer may, [with the agreement of the employee], terminate the employee's employment under subsection 29 of the *Public Service Act 1999*; 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 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 Chief Executive Officer 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.

## 9 TERMINATION OF EMPLOYMENT

### Resignation or Retirement

- 9.1 An employee may resign or retire from AHL by giving at least 2 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 2.13 to 2.19 of this agreement.

## 10 TERMINATION OR RE-ENGAGEMENT 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

- 10.2 If a non-ongoing employee is to be re-engaged, AHL will provide the employee with at least 3 weeks written notice before the end of the specified term.

## 11 TRANSITIONAL CLAUSE

- 11.1 If, at the commencement of the operation of this Agreement, any AHL non-casual employee covered by clause 11 (Savings Clause) of the Aboriginal Hostels Limited (AHL) Enterprise Agreement 2011 – 2014 would receive take-home pay under this Agreement which is less than their regular take-home pay immediately before the commencement of operation of this Agreement, AHL shall maintain that take-home pay amount until the payment under this Agreement exceeds that amount.
- 11.2 Where, prior to the commencement of the operation of this Agreement, any AHL employee covered by clause 11 (Savings Clause) of the Aboriginal Hostels Limited (AHL) Enterprise Agreement 2011 – 2014 enjoyed particular working arrangements not enjoyed by all AHL employees, such arrangements shall be modified over time to make those arrangements consistent with the provisions of this Agreement. Each individual employee will be consulted on the method and transition timetable for the changes to align to the conditions in the Agreement. The transition period for such arrangements shall not exceed 3 years.
- 11.3 Both clauses 11.1 and 11.2 may apply to the same employee.

## 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 2017*

**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*

**Anniversary Year** means the 12 month period immediately following an employee's original employment with AHL, and every year thereafter

**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 as defined in section 22(2)(c) of the *Public Service Act 1999*.

**CFTS** means Continuous Full Time Service with the Australian Defence Force

**Documentary evidence** means a certificate signed by a registered health practitioner or a 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

**Eligible to make a request under section 65 of the Fair Work Act 2009** means as follows:

(1) If:

- (a) any of the circumstances referred to in subsection (1A) apply to an employee; and
- (b) the employee would like to change his or her working arrangements because of those circumstances;

then the employee may request the employer for a change in working arrangements relating to those circumstances.

Note: Examples of changes in working arrangements include changes in hours of work, changes in patterns of work and changes in location of work.

(1A) The following are the circumstances:

- (a) the employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
- (b) the employee is a carer (within the meaning of the Carer Recognition Act 2010);
- (c) the employee has a disability;
- (d) the employee is 55 or older;
- (e) the employee is experiencing violence from a member of the employee's family;
- (f) the employee provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing violence from the member's family.

(1B) To avoid doubt, and without limiting subsection (1), an employee who:

- (a) is a parent, or has responsibility for the care, of a child; and
  - (b) is returning to work after taking leave in relation to the birth or adoption of the child;
- may request to work part-time to assist the employee to care for the child.

**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, non-ongoing or casual; 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

**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

**Long term casual employee**, as in section 12 of the *Fair Work Act 2009*, means: a national system employee of a national system employer is a long term casual employee at a particular time if, at that time:

- (a) the employee is a casual employee; and

- (b) the employee has been employed by the employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months.

**NED** means nominal expiry date as defined in section 186(5) of the *Fair Work Act 2009*

**Non-ongoing employee** is an employee employed for a specified term or for the duration of a specified task as defined in section 22(2)(b) of the *Public Service Act 1999*

**Ongoing employee** is as defined in section 22(2)(a) of 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

**Chief Executive Officer (or CEO)** means the Chief Executive Officer of Aboriginal Hostels Limited or his / her delegate

**Service** and **Continuous Service** are as defined in section 22 of the *Fair Work Act 2009* (recognising, where applicable, the provisions of section 7B of the *Maternity Leave (Commonwealth Employees) Act 1973*).

(1) A period of **service** by a national system employee with his or her national system employer is a period during which the employee is employed by the employer, but does not include any period (an **excluded period**) that does not count as service because of subsection (2).

(2) The following periods do not count as service:

- (a) any period of unauthorised absence;
- (b) any period of unpaid leave or unpaid authorised absence, other than:
  - (i) a period of absence under Division 8 of Part 2-2 (which deals with community service leave); or
  - (ii) a period of stand down under Part 3-5, under an enterprise agreement that applies to the employee, or under the employee's contract of employment; or
  - (iii) a period of leave or absence of a kind prescribed by the regulations;
- (c) any other period of a kind prescribed by the regulations.

(3) An excluded period does not break a national system employee's **continuous service** with his or her national system employer, but does not count towards the length of the employee's continuous service.

**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 Table

Level	Current AHL salary point	3% increase from the first full pay period after commencement	2% increase from the first full pay period 12 months later	1% increase from the first full pay period 24 months later
EL2	114,612	118,050	120,411	121,615
	113,144	116,538	118,869	120,058
	111,677	115,027	117,328	118,501
EL1	97,030	99,941	101,940	102,959
	95,502	98,367	100,334	101,337
	93,975	96,794	98,730	99,717
APS6	78,020	80,361	81,968	82,788
	76,108	78,391	79,959	80,759
	74,196	76,422	77,950	78,730
APS5	71,466	73,610	75,082	75,833
	69,389	71,471	72,900	73,629
	67,312	69,331	70,718	71,425
APS4	60,974	62,803	64,059	64,700
	60,701	62,522	63,772	64,410
	60,428	62,241	63,486	64,121
APS3 (GSO8)	58,163	59,908	61,106	61,717
	56,486	58,181	59,345	59,938
	54,810	56,454	57,583	58,159
APS3 (GSO7)	53,734	55,346	56,453	57,018
	53,693	55,304	56,410	56,974
	53,653	55,263	56,368	56,932
APS3	54,384	56,016	57,136	57,707
	54,018	55,639	56,752	57,320
	53,653	55,263	56,368	56,932
APS2 (GSO6)	48,667	50,127	51,130	51,641
	47,882	49,318	50,304	50,807
	47,097	48,510	49,480	49,975
APS2	49,058	50,530	51,541	52,056
	48,077	49,519	50,509	51,014
	47,097	48,510	49,480	49,975
APS1	43,204	44,500	45,390	45,844
	41,147	42,381	43,229	43,661
	39,090	40,263	41,068	41,479
APS1 (GSO3)	43,216	44,512	45,402	45,856
	41,571	42,818	43,674	44,111
	39,925	41,123	41,945	42,364
APS1 (GSO2)	39,144	40,318	41,124	41,535
	38,668	39,828	40,625	41,031

#### AHL 1-2 Admin Broadband

Level	Current AHL salary point	3% increase from the first full pay period after commencement	2% increase from the first full pay period 12 months later	1% increase from the first full pay period 24 months later
APS2 – AHL 1-2 Admin Broadband	49,058	50,530	51,541	52,056
	48,077	49,519	50,509	51,014
	47,097	48,510	49,480	49,975
APS1 – AHL 1-2 Admin Broadband	43,204	44,500	45,390	45,844
	41,147	42,381	43,229	43,661
	39,090	40,263	41,068	41,479

### Appendix 3: Employee Representatives

The right for an employee to belong to a union will be respected, as will the right not to belong to a union. The role of employee representatives will be respected and facilitated in accordance with the *Fair Work Act 2009*.

### Appendix 4: Supported Wage System

This Appendix incorporates Schedule C – Supported Wage System of the Australian Public Service Enterprise Award 2015. The current version is copied below.

#### Schedule C—Supported Wage System

- **C.1** This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award.
- **C.2** In this schedule:
  - **approved assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system
  - **assessment instrument** means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system
  - **disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme

- **relevant minimum wage** means the minimum wage prescribed in this award for the class of work for which an employee is engaged
- **supported wage system (SWS)** means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: [www.jobaccess.gov.au](http://www.jobaccess.gov.au)
- **SWS wage assessment agreement** means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate

- **C.3 Eligibility criteria**

- **C.3.1** Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
- **C.3.2** This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

- **C.4 Supported wage rates**

- **C.4.1** Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity (clause <u>C.5</u> )	Relevant minimum wage
%	%
10	10
20	20
30	30
40	40
50	50
60	60

70	70
80	80
90	90

- **C.4.2** Provided that the minimum amount payable must be not less than \$82 per week.

- **C.4.3** Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

- **C.5 Assessment of capacity**

- **C.5.1** For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

- **C.5.2** All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

- **C.6 Lodgement of SWS wage assessment agreement**

- **C.6.1** All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

- **C.6.2** All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

- **C.7 Review of assessment**

- The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

- **C.8 Other terms and conditions of employment**

- Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

- **C.9 Workplace adjustment**

- An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

- **C.10 Trial period**

- **C.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- **C.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- **C.10.3** The minimum amount payable to the employee during the trial period must be no less than \$82 per week.
- **C.10.4** Work trials should include induction or training as appropriate to the job being trialled.
- **C.10.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause C.5.

# Signatories to the Aboriginal Hostels (AHL) Enterprise Agreement 2017

Signed:  \_\_\_\_\_

Full Name: Tony Usher

Address: Level 1, Capital Centre, 2-6 Shea Street, Phillip ACT 2606

Authority: Chief Executive Officer, Aboriginal Hostels Limited

Date: 16/2/2017

Signed:  \_\_\_\_\_

Full Name: Ronald Michael Jan

Address: 2 Oban Street

BEULAH PARK SA 5067

Authority: Employee Bargaining Representative

Date: 16 February 2017

Signed:  \_\_\_\_\_

Full Name: TIMOTHY WOLFGANG

Address: PO Box 760

Woden ACT 2606

Authority: Employee Bargaining Representative.

Date: 16.2.17

## Signatories to the Aboriginal Hostels (AHL) Enterprise Agreement 2017


Signed: 

Full Name: Jared Menge

Address: 2/6 Shea St, Phillip ACT 2606

Authority: Employee Bargaining Representative

Date: 17/02/2017

Signed: 

Full Name: Elizabeth Blanco

Address: Level 1, Capital Centre, 2-6 Shea Street, Phillip ACT 2606

Authority: Employee Bargaining Representative

Date: 20.2.'17.



Deputy President John Kovacic PSM  
Fair Work Commission  
2nd Floor, CML Building  
17-21 University Avenue  
CANBERRA ACT 2600

Dear Deputy President

**UNDERTAKING**

**AG2017/492 Application by Aboriginal Hostels Limited for approval of the  
Aboriginal Hostels Limited (AHL) Enterprise Agreement 2017**

Further to the application for approval of the Aboriginal Hostels Limited (AHL) Enterprise Agreement 2017 (the Agreement), I undertake that, while the Agreement is in operation,

- Clause 5.39 is amended to include "Any APS 1 employee who works on a Sunday in any given pay period will be paid no less for that pay period than the amount they would have been entitled to under the Australian Public Service Enterprise Award 2015."; and
- Clause 5.44 is amended to include "Any APS 1 employee who is on AL will be paid no less for that period of AL than the amount they would have been entitled to under the Australian Public Service Enterprise Award 2015."

I make this undertaking in accordance with section 190 of the *Fair Work Act 2009* (the Act) and confirm that Aboriginal Hostels Limited understands this undertaking will be taken to be a term of the Agreement pursuant to section 191 of the Act.

Yours sincerely,

Tony Usher  
Chief Executive Officer

17 July 2017

***Better Lives, Better Futures...***