

Minutes of the April 2011 COM meeting The Buoyancy Foundation of Victoira and Buoyancy Services Inc

Attendance; Kumi Orimoto (with her Birthday cake), Peter Cook (Chair), Guna Green, Cherie Scott, Merilyn Parker, Meghan Fitzgerald, Glenda Child(on Skype) Deb Homburg

Moved that the minutes of the last meeting incorporating the minutes of the 1st planning day be accepted. Moved Guna, Seconded Kumi. Passed.

We sang Happy Birthday to Kumi who is 51years old today.

Internet development

Committee agreed that Bin was to be given one week to clarify when and what professional relationship he could offer Buoyancy in regard to programming a new updated internet site.

Options for internet site development to next COM meeting.

Committee reviewed other things to take into account when planning Buoyancy 2011-2012

- Vic Dept Health NW Region Priorities and other government planning documents.
- Implementation of SAI Triennial audit recommendations including monitoring freezer temperatures, Refreshing documentation including six required processes of ISO9001:2008, the Quality Manual on internet site in PDF, and networking computers

Modern Award Agreements, staff pay rates and staff profile

Committee discussed and agreed to continuation of productivity incentive payments until June 2011 and their concerns re staff leaving or being overwhelmed by clients.

Deb discussed concern that we be able to consolidate staff profile 2010-2012 in order to adjust to a period of less funding or funding for different things. High ongoing wages cost is our greatest risk coming down from the past riches-(no more 300,00 mental health money and

800,000 capital works funding) to the funding model of the National Health Reforms that at present made no provision for funding us at all in 2012-2015.

There are just enough people here at present who are aware of and mastered enough of the aspects of all the jobs that if one or two of us get hit by the metaphorical truck the place will go on ok. The productivity payment is a recognition that the core workforce is more skilled with more responsibility.

We will know by June 2011 if we are just working on Dept of Health service agreements funding (28,000per month) for 2011-2012 and/or we also have Young Vietnamese women and drug money (additional 89,000 for one year only). (Actually a day or so after the COM meeting we were notified we will have the additional CTH funding) These facts will most determine what it is possible and not possible, if we do anything, with current our staff profile 2011-2012.

Deb to put together possible future staff scenarios 2011-2012

Other options and considerations for 2011-2012;

- Increased costs in transport food and emergency relief for clients
- Expected large increases in costs- water, electricity and fuel,
- Internet site programming and putting Buoyancy online developements,
- Maintaining the productivity payments and/or increasing wage rates
- Suggestions from planning process-auditing and weighting survey.
- Register of casual workers to call on as required.

2012-2015

Probably in March 2012 Dept of Health will start flagging what, if any, new staff profile, exists as a condition for the three year contract 2012-2015 (only fund psychologists and social workers in doctors surgeries with provider numbers?)

In my opinion Buoyancy needs to keep a margin in our wages budget until at least March 2012 to meet any new conditions without having to sack, cut or cause suffering to any-one else. What the margin is and

what we do with it between 2011-2012 we have scheduled to discuss in June 2011.

Deb to review **Enterprise agreement** (attached) to ensure compliance with Modern Award starting July 1 2011 and other possible update.
Present at next COM

Commercial tenancy Agreement is to be made and paid between Buoyancy Foundation and Buoyancy Services for rent of the Self Care Centre at Castlemaine by Buoyancy Services was agreed to by the COM members to ensure three principles;

- Integrity-the funded purpose of the property was ensured 2011-2014
- Risk Management-the property continued to be covered by the comprehensive government insurance certificates available to Buoyancy Foundation and its property and directors
- Financial Support-Buoyancy Services had the financial resources to do necessary disability access and other works maintaining and developing the Self Care building as a community resource

Second planning day

Guna, Cherie, Glenda, Meaghan and Deb promised to attend. The audit documents for Buoyancy conversations, Her productions and the radio show distributed. Participation in the audit is voluntary and audits to be completed by Monday May 16th 6.00.

Self Care Centre Disability Access

Committee of Management agreed that the bull nose verandah at Mostyn St could be replaced to cover a new disability access pathway to house

Deb to provide **allocation of productivity performance incentives for May 2011 COM meetings**

Reports, Accounts and Statistics. Moved Merilyn seconded Kumi that they are accepted. Passed.

Minutes of Second Planning Meeting

The Buoyancy Foundation of Victoria and Buoyancy Services Inc
Including Barbecue with Castlemaine Zen group at Self Care Center
86 Mostyn St Castlemaine.

Sunday May 1 2011 12.30

Attendance; Helen Symon SC, Ruby Symon and Ian Lulham (Helen ex-President of Buoyancy and new neighbour at Castlemaine), Chris (Castlemaine Landcare group), Peter R (Steiner School), Cherry Tarrant (artist and author), Peter Watts, Georgina,(Castlemaine Zen group), Deb Homburg, Guna Green, Glenda Child

Apologies; Adam Forbes (present and ill in room), Ria Soemardjo, Meghan Fitzgerald, Kumiko Orimoto, Peter Cook, Cherie Scott, Marilyn Parker, Anthony Dare (hospital), Ming Hou

Benito Box Bureaucracy

The audit documents for working on during the day or at home were presented to each voluntary participant in their own complete box set of 2 chocolates, a pen, notebook, coloured pencil and pad, filled in areas of audit suggestions and blank audit pages for participants to nominate their own areas of audit. Glenda, Adam (who was ill during meeting), Peter Watts and Guna took box to work on.

Audit documents to be returned to Deb by May COM meeting Monday 16th May 6.00. Please contact Deb if you would like an audit box.

End of 2nd planning minutes.

The Buoyancy Foundation of Victoria INC

ENTERPRISE AGREEMENT

Nov 1999

With draft updates for May 2011 COM meeting

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PART I - OPERATION OF THE AGREEMENT

Title

- 1 This Agreement is to be known as the The Buoyancy Foundation of Victoria. Enterprise Agreement.

Parties bound

- 2 This Agreement will apply to:
 - (a) the Australian Services Union or (the Union); and
 - (b) The Buoyancy Foundation of Victoria. and its Committee of Management; and
 - (c) Employees of The Buoyancy Foundation of Victoria.

Life of Agreement

- 3 This Agreement will operate on and from the date of ratification and continue in force for a period of employment.

Access to this Agreement

- 4 A copy of this Agreement will be provided to all existing and new workers and a copy will be kept in a place accessible to all workers.

Purpose, interpretation and definitions

The Buoyancy Foundation and Buoyancy Services Enterprise Agreement 1999 with draft changes for May 2011 COM meeting

5.1 This Agreement applies to a The Buoyancy Foundation of Victoria which encourages co-operative work practices between workers and the Management Committee.

5 The Buoyancy Foundation of Victoria will achieve and implement the objectives of this agreement.

The Buoyancy Foundation of Victoria will:

- < oversee the implementation of the Enterprise Agreement;
- < plan and co-ordinate local workplace reform activity and ensure its progress;
- < operate effectively and co-operatively and meet simultaneously with regular management meetings;
- < be a forum for effective communication between management and employees;
- < conduct on-going reviews of all aspects of workplace;
- < employee representatives shall be allowed reasonable time to prepare and participate in the workings of the Committee and shall be adequately trained through an agreed process to perform their role; and
- < the Committee shall consist of management and workplace Union representatives.

5.3 The Management Committee recognises that the workers bear a significant responsibility in fulfilling the goals and aims of the Foundation. Bearing this in mind, the Management Committee must also ensure that resources are used so as to most effectively achieve the Foundation's goals and aims.

5.4 The purpose of this Agreement is to set out the conditions under which workers are employed. Within the spirit of co-operative work practices, the aim of these employment conditions is to facilitate and support workers in carrying out the functions of the Foundation.

5.5 As a result, this Agreement should not be interpreted restrictively. It has been written in plain English. If the meaning of a clause or condition is unclear the interpretation to be used is the one which best gives effect to the spirit of the clause and to the Agreement.

5.6 There are several references in this Agreement to workers also being entitled to the provisions of Acts of Parliament or government schemes. Wherever there is a conflict between this Agreement and any legislation, enterprise agreement or award or government scheme, whether or not there

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is specific reference to the latter, the provision most favourable to the Foundation's workers will apply.

5.7 The terms and conditions of employment agreed to between the employer, workers and the unions that has application to the persons bound by this agreement shall be incorporated into the contract of employment of employees bound by this agreement and have additional effect as a term of this agreement except where the expressly stipulated terms of this agreement provide otherwise.

5.8 In this enterprise agreement the following definitions apply:

"Agreement" means the The Buoyancy Foundation of Victoria. Enterprise Agreement.

"Award" means the Federal Social and Community Services (Interim) Award 1995 and any subsequent updated Federal Award

"Foundation" means The Buoyancy Foundation of Victoria. and its Management Committee;

"Management Committee" means the elected volunteer management committee of the Incorporated Association;

"Worker" means an employee of The Buoyancy Foundation of Victoria.;

"Union" means the Australian Services Union.

PART II - ENGAGEMENT OF WORKERS

Conditions of employment

6.1 Prior to commencing employment the Foundation will give each new worker a letter of appointment setting out:

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- (a) the worker's job description and position title;
- (b) the worker's regular or set hours of work, including whether work is expected outside of these hours;
- (c) the worker's pay rate under this Agreement;
- (d) the worker's employment status (ie permanent, casual, fixed term and/or under a subsidised employment scheme); and attaching a copy of this Agreement.

Full-time employment

- 7.1 A worker not specifically engaged on a part-time or casual basis is defined as a full time worker and entitled to full-time benefits.

Part-time employment

- 8.1 A part-time worker is a person employed
- a) other than as a casual; and
 - b) to work a specified number of days and hours that are less than the hours worked by a full-time worker in a fortnight.
- 8.2 The minimum hours of duty for a part-time worker on any one day is three hours.
- 8.3 A part time worker may, with the agreement of the Management , temporarily change their days or hours in a day or total hours of work in a fortnight.
- 8.4 Unless specifically stated, a part time worker has full entitlements under this Agreement proportionate to their total hours compared to that of a full-time worker.

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- 8.5 A full time worker may negotiate with the Foundation to convert their position to part time, either permanently or for an agreed temporary period.
- 8.6 A worker who has converted from full time employment to part time employment for an agreed temporary period, may request to revert to full time hours before the end of the agreed period.
- 8.7 The Foundation will not unreasonably refuse such a request but shall take into account, including amongst other matters, whether another worker has been employed as a result of the part time work, the period of part time employment worked and remaining to be worked, the Foundation's budget and the worker's reasons for reverting to full time employment.

Permanent Employment

- 9.1 A permanent worker is a full-time or part-time worker engaged other than specifically on a casual or fixed term basis or under a subsidised employment scheme, and whose termination of employment is governed by clause 40 and the redundancy provisions of this agreement.

Casual employment

- 10.1 A casual worker is specifically engaged as such, is employed on a daily basis for a minimum shift of three hours and for a total of no more than 755 hours at a time (the equivalent of thirteen weeks full time employment). A casual worker is employed for work of an unexpected or intermittent nature.
- 10.2 A casual worker will be informed in writing upon engagement that:
- (a) they are hired by the hour;

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- (b) subject to being paid a minimum shift of 3 hours, they will be paid for actual time worked;
- (c) they are not entitled to payment for public holidays not worked nor payment for paid leave of any type other than Long Service Leave.

10.3 A casual worker will be paid the appropriate hourly rate under this Agreement plus a loading of 25% for ordinary working hours.

10.4 Where a casual worker is subsequently employed by the Foundation on a permanent basis the worker's previous periods of employment in the last 6 months will be counted as service for all purposes except the calculation of leave under this Agreement, but the Long Service Leave Act will continue to apply.

Fixed term employment

11.1 A fixed term worker is specifically engaged to work for no more than 52 weeks, either full-time or part-time:

- (a) for the completion of a specified task[s] or project; or
- (b) to relieve in a vacant position arising from a worker taking leave in accordance with this Agreement.
- (c) for the filling of vacancies whilst recruitment and/or selection process is happening.

11.2 Unless otherwise stated, fixed term workers are entitled to the full benefits of this Agreement on a proportionate basis.

11.3 When offering employment on a fixed term basis to a job applicant, the Foundation will advise them in writing of the temporary nature of the employment and the duration of employment.

11.4 If within 3 months of ending fixed term employment with the Foundation a worker is subsequently re-employed as a permanent worker, the fixed term employment will count as service under this Agreement for all purposes (except for specific leave entitlements if any periods of that leave were taken or paid out under the fixed term employment).

- 11.5 The employment of a fixed term worker may be extended once only, and only up to a total employment of 18 months.

Subsidised Employment Schemes

- 12.1 Workers employed by the Foundation under a government-sponsored employment scheme, or other labour market programs, will be employed in accordance with the requirements of the particular scheme, and will be engaged only after consultation with the Union.

PART III - HOURS OF WORK

Hours of work

- 13.1 For the purposes of this Agreement the ordinary full time working hours is 72 hours per fortnight based on a 36 hour week.
- 13.2 The standard hours for start and finish of work shall be between 9:30am and 5:30pm Monday to Friday. All workers are expected to work an average of 7 hours per day with one hour off for lunch without pay.
- 13.3 When a worker travels from home to a different work location, any time additional to the time a worker normally travels to reach work will be considered work time.
- 13.4 No worker will be required to work in excess of 4 hours without a meal break.
- 13.5 Meal breaks are unpaid, from 30 minutes up to 2 hours, generally between 12 noon and 2pm at times convenient to the needs of the worker and the Foundation.

- 13.6 Workers may take morning and afternoon tea breaks of 10 minutes on paid time, as well as time as required through the day.

Overtime and absences on time-in-lieu

- 14.1 By mutual agreement hours worked "overtime" may be recompensed through the time in lieu system and by leave during the Christmas closure, except for workers employed under subsidised employment schemes and casuals who will be paid single time (plus loading in the case of casuals). Time in lieu will accumulate at a single time rate.
- 14.2 Overtime means work performed at the direction of the Foundation or due to the agreed demands of the worker's position, either outside the hours of 9:30am to 5:30pm Monday to Friday or during meal breaks or in excess of 72 hours in a pay fortnight. A worker will receive a meal allowance as per award rate when applicable.
- 14.3 Workers are entitled to take time off duty in lieu of hours worked in excess of 72 hours in a pay period ("time in lieu") at the rate of one hour for each hour over 72 hours.
- 14.4 Workers will be entitled to accumulate time in lieu from one pay period to the next up to a maximum of 28 hours.
- 14.5 Absences on time-in-lieu may be for a full or part day and will normally be arranged through staff meetings. Absences will be at times consistent with the needs of a worker's position and of the Foundation, and at times suitable to the personal needs of the worker.
- 14.6 No worker will be entitled to take off more than 4 days time in lieu in one block, which will thereby clear their credit of TIL hours.
- 14.7 A worker is expected to reduce their accumulated time in lieu to zero by the end of their employment, and to assist in this the Foundation may, in some cases, direct a worker to be absent on time in lieu.

- 14.8 Where exceptional or unforeseen circumstances have not made it possible for a worker to reduce their time in lieu to zero the credits may be paid out upon ending employment, but otherwise credits will not be paid out.
- 14.9 Workers will be required by the Foundation to perform overtime only after being given reasonable notice or in emergency situations.
- 14.10 The Service's ordinary working hours are as set out at 13.2 in this agreement. Overtime is not a normal practice and workers are encouraged to prioritise their work to complete it within the hours. Annual strategic planning takes into account staff resourcing.

Evening Advice Roster

- 15.1 The Foundation operates one evening service of advice to the public.
- 15.2 This service generally operates from 6.00pm to 8.00pm, and the worker who supervise this service will be recompensed in accordance with clause 14.1.

Home based work

- 16.1 With the prior agreement of the Management Committee a worker may for an agreed period perform part of their duties at home.
- 16.2 An agreement for a worker to perform duties at home must set out:
- the days and hours of work, and the range of duties, to be performed at the Foundation's premises and at the home based work site, provided that duties are performed at the Foundation's premises at least one day a week;
 - the equipment, materials and facilities to be provided by the Foundation and any agreement as to ownership of these;

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- the equipment, materials and facilities to be provided by the worker and any agreement as to the Foundation's contribution to the cost of providing or maintaining these;
- an initial trial period of no more than 3 months;
- the duration of the arrangement and the date of renewal and further review;
- the Foundation's statutory obligations for ensuring the health and safety of the worker while undertaking home based work and the employer's obligation to maintain appropriate and relevant levels of insurance;
- the worker's ability to terminate the arrangement with suitable notice, to be judged in all the circumstances;
- the right of the Foundation, Workcover and other nominated persons or organisations to inspect the worker's home based work site, and limits to that right;
- the methods of communicating to the worker all decisions or developments within the Foundation or other information which is relevant to the worker; and
- any other relevant matter.

PART IV - CLASSIFICATIONS, TRAINING, WAGES AND SUPERANNUATION

Rates of pay

- 17.1 The minimum rates of pay (36 hour week) for workers will be in accordance with the award (Community Development Workers level 2B).
- 17.2 All employees of FOUNDATION may have their salary paid as Fringe Benefit Reimbursements as per government regulations and the balance is paid to them in the form of normal salary paid fortnightly.
- 17.3 The starting salary for a new worker is dependent on qualifications for the job and relevant voluntary and paid work experience.

- 17.4 Movement to the next salary point within the salary range is by automatic increment, based on 12 months service with the Foundation.

Payment of wages

- 18.1 Wages will be paid fortnightly by means as agreed between the Foundation and the worker.
- 18.2 Wages will be paid in advance on the beginning of the month.
- 18.3 The Foundation will deduct from salary, income tax required to be paid to the Australian Taxation Office and such other amounts as are authorised in writing by the worker.
- 18.4 Each worker will receive a pay slip on or before pay day, setting out the gross and net salary, allowances paid, tax and other amounts deducted, superannuation payments and the net amount to be paid.
- 18.5 When taking recreation leave, workers may either have their wages paid in the usual fashion or take it in a lump sum, along with leave loading, prior to departure on leave.
- 18.6 Upon ending employment, wages due to a worker will be paid on the last day of work or, by arrangement with the worker, either forwarded by post or deposited into the worker's bank account on the next working day.

Superannuation

- 19.1 Superannuation contributions shall be calculated on the relevant award rate of pay.

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- 19.2 Calculated from the date of appointment the Foundation will contribute in respect of a worker the equivalent of 7% until June 2000 when it will increase to 8% of gross salary to the Health Employees Superannuation Trust of Australia, (HESTA) unless the worker nominates another qualifying fund.
- 19.3 The Foundation will increase contributions in line with any changes in the Commonwealth Superannuation Guarantee Scheme.

Staff training and development

- 20.1 The Foundation is committed to ensuring that workers maintain and develop their skills and knowledge, particularly through access to training. The Foundation regards training and staff development as being inherent in a worker's employment.
- 20.2 The Foundation will encourage workers to undertake training, and a staff development system will be one method of identifying training needs. Training may be to enhance a worker's skills or knowledge in relation to their current position but may also be to assist them in their career development. (See appendix)
- 20.3 In general, and subject to prior approval, attendance at training courses, workshops and conferences will be on paid time. Attendance at tertiary education courses is addressed by clauses 32.1 - 32.3.
- 20.4 A worker may temporarily transfer to other duties to gain experience or undertake on-the-job training as part of an agreed staff development strategy.

PART V - ALLOWANCES AND AMENITIES

Travelling, motor vehicle and other allowances

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- 21.1 If a worker is required by the Foundation to use their own vehicle for work they are entitled to a vehicle allowance at the rate of 58.3 cents per kilometre.
- 21.2 If a worker is required by the Foundation to use their own vehicle for work and has an accident the Foundation will cover the cost of any insurance excess or, where a worker's own vehicle is damaged in the accident and they do not have the relevant insurance coverage, the Foundation will meet the cost of repairs up to the maximum amount set out in Table 1.
- 21.3 Clauses 21.1 -21.2 apply only to registered vehicles and workers with a current licence.
- 21.4 The Foundation will reimburse all reasonable expenses, including telephone calls, transport costs, and parking fees incurred by a worker in the course of carrying out their work, provided that proof of expenses is provided.
- 21.5 The Foundation will meet the cost of a taxi or other secure transport from work to home where a worker is required to finish work after 8.00pm and the worker's usual means of transport is not a safe alternative.
- 21.6 A worker required to stay away from home overnight due to work commitments will be entitled to meal and accommodation allowances at the rates set out at table 1 (except where accommodation and/or food has been paid by the Foundation, eg as part of conference registration costs).
- 21.7 In the event that acceptable accommodation is unavailable at the allowance rate set out in Table I, the employer will reimburse the worker for the difference.

Amenities

22.1 The Foundation will provide workers with:

- (a) reasonable toilet and washing facilities;
- (b) adequate and appropriate facilities for tea and meal breaks, including a microwave and fresh coffee maker;
- (c) reasonable heating and cooling appliances to ensure the working environment is healthy and safe; and
- (d) adequate and appropriate accommodation to enable workers to perform their duties.

Access to the workplace for childcare

23.1 Where unforeseen circumstances arise which make alternative childcare arrangements impractical, a worker responsible for the care of a child may bring the child to work if it does not substantially conflict with the performance of the worker's or other workers' duties.

Occupational Health and Safety

24.1 The Foundation will take all reasonable action to ensure the health and safety of workers and implement appropriate health and safety policies and practices.

24.2 The Foundation will maintain a first aid kit to the standard recommended by the St John's Ambulance Society.

24.3 The Foundation will not permit smoking on its premises.

24.4 When the Foundation's workers are unable to work because a hazard within the working environment presents a real, or reasonably perceived, immediate risk of injury or detriment to their health, and no alternative work arrangement can be made, the resulting absence from work will be on paid time.

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- 24.5 The preceding clause does not apply to a worker who is involved in a rehabilitation program, whether or not its the subject of a workers compensation claim, nor to a worker whose work environment has been modified to accommodate a physical or intellectual limitation; in each of these cases the relevant workers compensation or anti-discrimination legislation will continue to apply.
- 25.6 Workers will not use a keyboard for a continuous period longer than 60 minutes without taking a 10 minute break, nor for more than 4 hours in total in a day.
- 25.7 An employee who holds a current first aid certificate issued by the St John's Ambulance Association or Australian Red Cross society or equivalent qualification, and who is required by his/her employer perform first aid duty at his/her workplace shall be paid an allowance of \$6.70 per week.
- 25.8 A first aid kit, as recommended by the St John's Ambulance Society or other recognised body shall be provided and maintained at each workplace by the employer.
- 25.9 An Occupational Health and Safety Representative elected by the ASU members at the workplace shall hold responsibilities as described under the Act.
- 25.10 Every effort shall be made to ensure all office equipment is maintained at a satisfactory OH&S standard, including chairs, desks and telephones.

PART VI - LEAVE

Leave to count as service

- 26.1 Unless it is stated to the contrary, all paid leave counts as service for all purposes.

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- 26.2 Unless it is stated to the contrary, in exceptional circumstances and where it is fair and equitable to do so, the Foundation may grant a worker additional periods of any leave under this Agreement. Any leave granted in advance of entitlement will be recovered on termination of employment.

Sick leave

- 27.1 A worker is entitled to 15 days (105 hours equivalent) paid sick leave in each year of service, with any unused credit being carried over to accumulate with following years' credits. Any unused credit at the end of employment will not be paid out.
- 27.2 Not more than 3 days in any one period of sick leave may be taken without producing proof of illness for the worker.
- 27.3 A worker should make all reasonable efforts to give the Foundation early notice of their absence from work.
- 27.4 Where a worker is receiving workers compensation payments at a rate which is less than their ordinary weekly earnings, the worker may elect to be paid the difference from their sick leave credits.
- 27.5 Accident make up pay will be an entitlement of service in accordance with the Award.
- 27.6 Where a worker would have been entitled to sick leave but for being absent on paid leave, sick leave will be paid for the relevant period and the equivalent period of paid leave will be recredited.

Personal leave

- 28.1 A worker is entitled to 8 days (42 hours) paid personal/carers leave in each year of service, with any unused credit accumulating to a maximum of 20 days (120 hours).

- 28.2 Personal leave may be used when a worker needs to attend to or care for a person with whom the worker has a bona fide domestic or familial relationship or other significant bond, for special or pressing occasions, including ceremonial or religious days and one moving day, or in the event of the death or serious illness of a person with whom the worker has a bona fide domestic or familial relationship, or other significant bond .
- 28.3 Not more than 3 days in any one period of personal leave may be taken.
- 28.4 A worker should make all reasonable efforts to give the Foundation early notice of their absence from work.
- 28.5 Where a worker has exhausted their personal leave credits the Foundation has the discretion to advance the worker's personal leave credits from the coming year, and/or the worker may have access to their sick leave credits for the purposes of caring for someone in accordance with clause 27.2.
- 28.6 Where a worker would have been entitled to personal leave but for being absent on paid leave, personal leave will be paid for the relevant period and the equivalent period of paid leave will be recredited.

Recreation leave

- 29.1 A worker is entitled to 4 weeks recreation leave in each year of service, with any unused credit being carried over to accumulate with following years' credits. Leave will accumulate at the rate of one third of a week per month.
- 29.2 A worker may take recreation leave on a pro-rata basis after 6 weeks work.
- 29.3 A worker planning recreation leave will consult other workers through staff meetings about a period of leave that is consistent with the needs of the worker's position and of the Foundation, and that is suitable to the personal needs of the worker. The worker must formally seek approval from the management committee for leave.

- 29.4 Any public holiday during a worker's recreation leave will be counted and paid as such, and not as recreation leave, if the worker would otherwise have been entitled to that public holiday.
- 29.5 Recreation leave should not be accumulated beyond a maximum of 8 weeks, and the Foundation will consult a worker about a suitable time to take leave in advance of the worker exceeding the maximum. A worker will not forfeit any leave above 8 weeks, but the Foundation may direct a worker to take leave so as to keep it below the maximum.
- 29.6 Except at the end of a worker's employment, recreation leave will not be paid unless the worker takes the corresponding period of absence from work.
- 29.7 When a worker finishes employment they will be paid all accrued recreation leave plus leave loading.
- 29.8 The rate of pay for recreation leave is the ordinary rate of salary plus an entitlement to leave loading of 17.5% of the gross salary up to the average weekly earnings for December quarter, for the period of leave. Where the Foundation has allowed a worker to anticipate future leave credits, leave loading will not be paid on that portion of recreation leave until the date the leave credit would otherwise have accrued.
- 29.9 Where a worker would have been entitled to sickness and personal/carers leave but for being on recreation leave, sickness and personal/carers leave will be paid for the relevant period and the equivalent period of recreation leave will be reaccredited.
- 29.10 The management committee may in appropriate circumstances grant leave in advance.

Public holidays

- 30.1 Workers will be entitled to paid leave for a public holiday as defined in the Award.

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- 30.2 By agreement between the Foundation and a worker another day may be substituted for any public holiday.
- 30.3 Indigenous Australian workers are entitled to NAIDOC Day as a substitute public holiday.

Leave during Christmas closure

- 31.1 The Foundation closes over the Christmas period for a period of 10 working days including the public holidays of Christmas Day, Boxing Day and New Years Day. Workers will receive their ordinary weekly pay for this time.
- 31.2 This period of leave is in consideration of work performed as overtime.
- 31.3 This leave is not recreation leave and cannot be deferred to another date nor have the period increased for individual workers under clause 26.2.

Leave without pay

- 32.1 The Foundation may grant a worker leave without pay for any purpose.
- 32.2 Leave without pay does not count as service for the purpose of accumulating any entitlement which is based on length of service but does not break continuity of service.

Long service leave

- 33.1 For the purpose of this agreement workers accrue paid long service leave on the basis of:
- (a) 6.5 weeks leave at 5 years service;
 - (b) pro rata for years of service over 10 years service.

- 33.2 In the event of redundancy, all workers will be paid pro rata long service leave, as well as redundancy entitlements.

Parenting leave

- 34.1 After 12 months service a worker is entitled to 52 weeks parenting leave, in one or two unbroken periods, provided the worker presents a certificate stating the expected date of the birth or adoption of their child.

- 34.2 Parenting leave may be taken from within 6 weeks of the expected date of birth of the child or, in the case of adoption, from one week prior to the fostering of the child in anticipation of adoption.

- 34.3 A female worker taking leave for the birth of a child will be entitled to 12 weeks paid leave and the balance unpaid, including 6 weeks compulsory leave immediately following birth.

These paid leave credits may also be used for any absences related to illness associated with pregnancy, miscarriage, still birth or termination.

- 34.4 A worker taking leave to adopt a child is entitled to 12 weeks paid leave and the balance unpaid, if they are to be the primary carer of the child.

- 34.5 A worker whose partner has given birth to a child is entitled to 9 weeks paid leave and the balance unpaid if they are to become the primary carer of the child and their partner:

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

- 34.6 In all other cases workers are entitled to 6 weeks paid parenting leave and the balance unpaid.

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- 34.7 A worker with less than 12 months service is entitled to paid and unpaid parental leave on a pro rata basis.
- 34.8 A worker may elect to convert a period of paid leave to half pay over double the period.
- 34.9 A female worker will not be directed by the Foundation to carry out work which may endanger her pregnancy.
- 34.10 A worker may, by giving 4 weeks written notice, return to work before the scheduled end of their parental leave.
- 34.11 Upon returning from parenting leave a worker is entitled to work part time at hours and days agreed with the Foundation and performing suitable duties and for an agreed period of time.

Jury service leave

- 35.1 Provided a worker gives the Foundation adequate notice, evidence of the duration of their attendance and the amount of fees received from the court, the Foundation will pay to a worker who was called for jury service the difference between salary and court fees.
- 35.2 The maximum payment (as opposed to the maximum period of leave) for jury service leave in a year is the equivalent of one week of the worker's salary.

Study leave

- 36.1 A worker who is enrolled in a course of study acknowledged by the Foundation as being relevant to their work or in accordance with the worker's career development, is entitled to five hours paid leave per week.

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36.2 Study leave may be accrued throughout the year to be taken prior to exams or other forms of assessment, as a block of no more than 5 days.

36.3 A worker is also entitled to paid leave to attend exams in courses approved by the Foundation.

Sabbatical leave

37.1 After 3 years of service and with the Foundation's prior approval a worker may take 3 weeks unpaid sabbatical leave, and accumulate a further week's leave for every year of service after the third year.

37.2 Sabbatical leave is available to undertake activities which enhance the worker's skills, knowledge or experience relevant to their work, such as to do research, field visits, work placements or courses of study, amongst other things.

37.3 Sabbatical leave is not to be used for activities which are part of the worker's normal staff training and development and which should ordinarily happen as part of the worker's employment (see clauses 20.1 - 20.4) or for which study leave should be available (cl 36.1 - 36.4).

Trade union training leave

38.1 A worker is entitled to take 5 days paid leave (non-cumulative) a year to attend courses run by the Union.

PART VII - GRIEVANCE, COUNSELLING & DISCIPLINARY PROCEDURES, TERMINATION, INTRODUCTION OF CHANGE, AND REDUNDANCY

Grievance and dispute settling procedures

39.1 The Foundation and its workers recognise that individual and group problems arise from time to time and its necessary to resolve these problems quickly. The Management Committee and the workers are committed to resolving grievances through open communication and in a manner consistent with cooperative work practices.

39.2 A grievance includes a dispute and may relate to:

- any condition of employment, or any provision of this Agreement, and the way its been applied by the Foundation;
- a decision of the Foundation/Management Committee which affects a worker or group of workers;
- the behaviour or conduct of another worker or of a member of the Management Committee;
- any decision or action taken under the Counselling & Disciplinary Procedure of this Agreement; or
- any other matter that affects a worker in their employment.

39.3 At all stages of the grievance process the Foundation will ensure that the principles of natural justice are observed and employed.

39.4 *Informal process*

Where a worker (or workers) has a grievance which involves the conduct of another worker or workers, or a non-staff member of the Management Committee, it is generally to be expected the worker will discuss the matter with that person, or through staff meetings, before pursuing the formal steps of this grievance procedure.

However, the Foundation also recognises it is difficult in sensitive cases to expect a worker to confront a co-worker or Management Committee member over their behaviour or conduct. Where it is appropriate, and agreeable to the people involved, another staff member or management member may play a mediatory role.

Any discussion at this stage is to be confidential.

39.5 *Formal process*

Where a worker (or workers) has a grievance they should pursue the following steps and may have a representative of the Union, a co-worker or another person of their choice assisting them:

Step 1

The worker(s) should raise the grievance confidentially with the Chair of the Management Committee, and the Chair or another management member will make every attempt to resolve the matter promptly;

Step 2

If the matter remains unresolved, the worker(s) should request the Chair to refer the grievance to the Management Committee, and the worker(s) should provide details of their grievance in writing.

The Chair will convene a meeting of the members of the Management Committee within 14 days. The Management Committee will attempt to resolve the matter as promptly as possible, in a manner consistent with natural justice principles and which allows all viewpoints to be considered.

If the grievance involves the conduct or behaviour of a member of the Management Committee, that member will be excluded from the meeting but should be consulted over the matter.

Step 3

If the matter remains unresolved the Union in consultation with the worker(s) may lodge a dispute to the Australian Industrial Relations Commission.

39.6 Where a grievance relates to a change to the existing custom and practice of the Foundation, work will continue at the Foundation in accordance with existing custom and practice until the grievance process has been exhausted.

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- 39.7 At any stage of the grievance process the parties may agree to asking an independent person from outside the Foundation to play a mediatory role.
- 39.8 Nothing in this grievance procedure prevents a worker or workers pursuing a complaint under any relevant state or commonwealth legislation, eg the Anti-Discrimination Act.

Termination of employment

- 40.1 Termination of employment will not be harsh, unfair or unreasonable having regard to all the circumstances.
- 40.2 A worker's employment shall not be terminated by the Foundation unless the counselling and disciplinary procedure has been followed, or in accordance with the redundancy provisions of this agreement.
- 40.3 Subclauses 36.1 & 36.2 will not apply in the case of a casual or fixed term worker whose employment ceases when the period they're employed for has ended.
- 40.4 A worker will give a minimum of 2 weeks notice of resignation or retirement.
- 40.5 The employer shall give 4 weeks notice of dismissal or redundancy, or pay in lieu. An employee over the age of 45 shall receive 5 weeks notice or pay in lieu.

Counselling and disciplinary procedures

- 41.1 Counselling and disciplinary action is aimed at improving the performance of a worker or correcting their behaviour, with a view to maintaining an appropriate standard of service by the Foundation. A problem solving approach should be adopted, rather than a punitive one.

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- 41.2 Prior to using these counselling and disciplinary procedures the members of the management committee must satisfy themselves that there is a problem with a worker's performance or behaviour.
- 41.3 The Foundation will ensure that the principles of natural justice are observed and employed at all stages of the counselling and disciplinary process.
- 41.3 Where the members of the management committee are satisfied that the worker's performance or behaviour is unsatisfactory the process set out in this section will be followed and the worker may have a Union representative, a legal advisor, a co-worker or another person of their choice assist them at all stages.
- 41.4 The worker may lodge a grievance (under the Grievance & Dispute Settling Process) about any action or decision taken under this section.

42.1 *Step 1 - Informal counselling*

A member of the management committee will meet with the worker and identify the area of unsatisfactory performance or behaviour. The worker must have outlined to them the standard of performance or behaviour that is expected of them and be given guidance as to how to meet that standard.

It may be appropriate to canvass any training needs or support the worker may need. Follow up sessions may be appropriate and a review period could be set. The worker should have explained to them the implications of failing to meet the required standard of performance or behaviour.

- 42.2 Although the management committee may record that the worker was counselled, no record is to be kept of the discussion during the counselling session.
- 42.3 Step 1 may be missed if the issue of a worker's performance or behaviour is serious and demands formal action to be taken.

43.1 *Step 2 - Formal Counselling*

If the worker's performance or behaviour has failed to improve after step 1, or if the management committee believes Step 1 is inappropriate, the worker will be formally counselled.

43.2 Formal counselling will follow similar principles to informal counselling, but a record will be made. A copy of the counselling record will be given to the worker and another copy placed on their personnel file. A time period will be set (preferably one the worker agrees to) during which the worker's performance or behaviour should improve and a review conducted at the end of that time. If the worker's performance or behaviour has improved, but not to the required standard, the management committee may decide to a further review period.

43.3 The record kept on the worker's personnel file will be destroyed after 6 months if there has been no recurrence of the problem in that time.

44.1 *Step 3 - Written warning*

If there is insufficient or no improvement within the review period the management committee will issue the worker with a written notice which:

- (a) sets out the remainder of the counselling and disciplinary procedure;
- (b) sets out a further review period;
- (c) identifies the problem with the worker's performance or behaviour and the standard expected of them; and
- (d) warns the worker that if the problem persists they may be dismissed, transferred or demoted.

44.2 A copy of the warning will also be placed on the worker's personnel file and will be destroyed if there is no recurrence of the problem within 6 months.

44.3 The worker will be again counselled as to strategies to improve their behaviour or performance.

45.1 *Step 4 - Final written warning*

If by the end of the review period the worker's performance or behaviour has not met the required standard, the worker will meet with the Chair of the Management Committee or their nominee from the Committee, and be given a written notice stating that:

- (a) their performance or behaviour has failed to reach the required standard;
- (b) the Committee is satisfied that good reasons exist to either:
 - (i) dismiss the worker,
 - (ii) transfer them to another position at the same or lower salary, or
 - (iii) reduce their salary and/or current job responsibility, specifying which one of the options the Executive intends to take and why; and
- (c) the worker has fourteen (14) days in which to give written cause why the Committee should not take the action specified at (b), above.

46.1 *Step 5 - Dismissal, transfer or salary reduction*

At the end of the fourteen (14) days the Committee will consider any oral and written submissions from the worker and decide whether to proceed with the dismissal, transfer or change in responsibilities and/or salary reduction specified in the final written warning, and will give fourteen days notice of any decision taking effect.

46.2 After considering any submission by the worker, the Committee may elect to

- (a) transfer or reduce job responsibilities, and/or reduce salary, rather than dismiss; or
- (b) reduce job responsibilities rather than transfer the worker; and/or
- (c) impose a lesser salary reduction.

Summary dismissal

- 47.1 Nothing in this Agreement limits the power of the Foundation to instantly dismiss a worker for serious misconduct, which may include wilful disobedience, dishonesty, fraud, sexual harassment, physical assault, breach of confidentiality or abandonment of employment.

Invalidity

- 48.1 The Foundation may decide to terminate a worker's employment where the worker is permanently unfit for work in their current position or, if given appropriate training, would not be fit to perform alternative, available work within the Foundation.

- 48.2 Subclause 48.1 applies equally to a worker who is not permanently unfit but is expected to be temporarily unfit for a period of at least 2 years.

- 48.3 The Foundation will employ the principles of reasonable adjustment in considering the availability of alternative work for the worker. The Foundation must also consider its obligations under the Disability Discrimination Act, the Anti-Discrimination Act and the Workers Compensation Act.

- 48.4 Where the members of the Management Committee believe it may be appropriate to terminate a worker's employment under this section it will:

- write to the worker advising them of the possibility of their employment being terminated and their associated rights, severance payments and other entitlements;
- invite within 14 days written or oral submissions by them or a representative of their choice;
- refer the matter to the members of the management committee for a decision; and
- advise the worker that they may lodge a grievance to the Management Committee (as set out in this Agreement) about the final decision or any other matter leading up to it.

- 48.5 In deciding whether or not to terminate a worker's employment under this section the members of the Management Committee must rely on medical evidence and all other relevant

circumstances. Any decision by the worker's superannuation fund to make or not make a payment for disability is relevant but not conclusive.

- 48.6 If a decision is made to terminate employment on the grounds of invalidity the worker will be given 14 days notice of the decision taking affect, advised of the grievance process, and will be entitled to all unused sickness and carers leave plus the severance payments set out at Table 2.
- 48.7 Nothing in this section should be taken to make it compulsory for the Foundation to terminate on the grounds of invalidity.

Redundancy and the introduction of change

- 49.1 The Foundation will notify and fully consult its workers and the Union in advance of any change in funding, policy or work structure that has the potential for significant affects on the employment status, classification or job responsibilities of any worker. The Foundation will make all efforts to avert or minimise disadvantage to individual workers.
- 49.2 Where the Foundation, following consultation in accordance with sub-clause 40.1, decides that a specific worker's:
- < employment must be terminated through redundancy;
 - < hours of work must be reduced; or
 - < classification and salary must be reduced,
- the Foundation will immediately notify the Union and the worker affected. The Foundation will demonstrate that there is no reasonable alternative to the proposed action and that other options have been canvassed.
- 49.3 A worker is entitled to at least 4 weeks written notice before the Foundation implements either a decision referred to at 49.2 or a decision to significantly alter a worker's job responsibilities (without an accompanying reduction in salary).
- 49.4 A worker who is subject to a decision at 49.2 is entitled to severance pay or salary maintenance, whichever is appropriate, for the periods set out in table 2, in addition to the 4 week notice period under subclause 49.3.

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- 49.5 A worker who was made redundant within the last 6 months will be given preference in employment to any advertised vacancy where they and another applicant are otherwise of equal merit.
- 49.6 A worker may terminate their employment before the end of the notice period under subclause 40.3. The worker will still receive the severance pay or salary maintenance payments, but will not be paid out the remainder of the notice period.
- 49.7 During the notice period under subclause 49.3 a worker is entitled to one day per week on paid time to seek alternative employment.
- 49.8 In the case of closure FOUNDATION agrees that staff training monies unused from the budget will be made available to staff for training for redeployment and alternative employment purposes.
- 49.9 In the case of closure or inability of FOUNDATION to maintain employment due to loss of funding the Foundation agrees that the Foundation will ensure that financial liabilities for all staff termination entitlements are met.

Union membership

- 50.1 The Foundation supports the role of the Union in representing workers and will encourage all existing and new workers to be members of the Union, and will provide all new workers with a Union membership application.
- 50.2 In assessing the claims of two people of equal merit for appointment to a position or who are affected by potential redundancy, the Foundation will give preference to members of the Union or to people willing to become members, subject to the rights of people to not join unions on the basis of a conscientious objection.
- 50.3 The Foundation will not obstruct legitimate union activity by workers or a Union official, will allow a reasonable time for union activities on paid time, including Union conferences or representative committees, and will not disadvantage or victimise workers involved in legitimate industrial action.

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50.4 The Foundation will not refuse a worker access to payroll deductions to the Union.

Table 1 - Miscellaneous allowances and payments

Motor vehicle allowance	\$0.583per kilometre \$0.69 per kilometer
Maximum motor vehicle accident indemnity	\$300 \$550
Meal allowances	
(a) Breakfast	\$7.50 \$15.00
(b) Lunch	\$10.00 \$20.00
(c) Dinner	\$17.00 \$35.00
Accommodation	
Capital city	\$100.00 per day \$200
Elsewhere	\$80.00 \$160

Table 2 - Redundancy, invalidity and salary maintenance payments

Period of service	Severance Pay (4 weeks notice plus)	Over 45 years of age (4 weeks notice plus)
Less than 3 years	8 weeks pay	10 weeks pay
3 years and up to 4 years	12 weeks pay	14 weeks pay
4 years and up to 5 years	16 weeks pay	18 weeks pay
5 years and over	20 weeks pay	22 weeks pay